

REQUEST FOR BIDS

No. 2016-011

B&O TRAIN STATION & COMMUNITY MUSEUM DOORS REPLACEMENT PROJECT

Solicitation Issued: October 26, 2015

Bid Submissions Due: December 07, 2015 **Time:** 11:00 AM

Submissions Received By: Sunil Prithviraj, Capital Projects Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland-20878

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SECTION 1: Definitions

Bid Proposal: “Bid Proposal” means the offer submitted to the City by a Bidder in response to this Solicitation.

Bidder: “Bidder” means the Person submitting a Bid Proposal in response to this Solicitation.

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

City Manager: “City Manager” means the City Manager of the City or his or her designee.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Bidder awarded the Contract.

Lowest Responsive Bid Proposal: “Lowest Responsive Bid Proposal” means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

Person: “Person” means any individual, or association or business recognized by law.

Price Analysis: “Price Analysis” means the examination of the Bid Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Project Manager: “Project Manager” means the City employee assigned to the Contract and Project.

Responsible Bidder: “Responsible Bidder” means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation Documents: “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation: “Solicitation” means this Request for Bids.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Bid Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City wishes to enter into a contract with a qualified contractor to repair and replace the exterior doors of the Baltimore & Ohio Train Station (hereinafter referred to as "Train Station") and the Community Museum (hereinafter referred to as "Museum"), both of which are located at 5 South Summit Avenue, Gaithersburg, Maryland 20877. The Train Station and the Museum are hereinafter referred to together as ("Property"). The Property is a National Register Site and is locally designated as historic.

This project is funded in whole or in part with federal grant funds; as such, the project shall be completed in accordance with the federal requirements as specified in the Federal Requirements Package, which is incorporated herein and attached hereto as Exhibit A.

2.2. CITY'S LIABILITY

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.4. ACCEPTANCE

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by any Bidder who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.6. FEDERAL AND STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Bidders must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

- B. To enter into any contract with the City, Bidders must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.
- C. Bidders must not be debarred from doing business with the federal government.

2.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage.

EVENT	DATE	TIME
A. Solicitation Issued:	October 26, 2015	N/A
B. Pre-Bid Proposal Meeting: <i>See Subsection 3.2 for additional information</i>	November 5, 2015	11:00 am
C. Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	November 16, 2015	3:00 pm
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	November 23, 2015	By 5:00 pm
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	December 7, 2015	11:00 am
F. Public Bid Opening: <i>See Subsection 4.2 for additional information</i>	December 7, 2015	11:00 am

3.2. PRE-BID PROPOSAL MEETING AND SITE VISIT

- A. The pre-proposal meeting and site visit for this Solicitation ("PBPM") will be at the following location on the date and time specified in the Solicitation Schedule:

City of Gaithersburg
B&O Train Station
5 South Summit Avenue
Gaithersburg, Maryland 20877

- B. Attendance of the PBPM is not mandatory but is strongly encouraged. The purpose of the PBPM is to provide a method for all Bidders to become familiar with any and all conditions which may, in any manner, affect the Services to be provided.
- C. A claim by any Bidder of a lack of knowledge of any such conditions shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be taken as prima facie evidence that the Bidder has familiarized themselves with the nature and extent of the Services to be provided under the Contract.

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to Sunil Prithviraj, Capital Projects Program Manager, at sprithviraj@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

The City's answers to questions submitted by Bidders will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized bid proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include the following material and be organized into sections as follows:

A. Statement of Qualifications

This Section of the Bid Proposal shall include a Statement of Qualification (“SOQ”), which includes the following information organized as follows:

I. Business Profile

This Section of the SOQ relates to the Bidder’s business profile and shall include:

- The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
- The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- The state where the business is domiciled (formed);
- The locations of the principle office and any and all branch office(s);
- The nature of the business; and
- The geographical area(s) serviced by the business.

II. Capability and Qualifications

This Section of the SOQ shall describe the capabilities and qualifications of and the resources available to the Bidder to provide the Services (not more than two pages). The Bidder shall have a minimum of five (5) years of experience in providing services similar or greater in scope and cost to those under this Solicitation.

III. Safety, Professional Development and Quality Control Programs

This Section of the SOQ relates to the Bidder’s safety, professional development and quality control programs, and shall include/describe the Bidder’s quality control measures and training programs, such as management, OSHA, technical training, etc. In addition, this Section shall not be more than three pages in length.

IV. Financial Wellness

This Section of the SOQ relates to the Bidder’s financial wellness and shall include a letter of recommendation from a financial institution that attests whether the Bidder is financially responsible to provide the Services.

V. References

This Section of the SOQ shall include contact information of three (3) customers to use as references for which the Bidder completed a project, similar in size and scope to the project hereunder, in the last five (5) years.

VI. Subcontractors

This Section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

VII. Construction Plan

This Section of the Bid Proposal shall include a project duration schedule and phase plan, a schedule of values, and construction progress reporting methods.

B. Forms and Documents

This Section of the Bid Proposal shall include the following documents and forms (notarized and signed where applicable):

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Bid
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Executed Bid Bond

C. Bid Proposal Price

This Section of the Bid Proposal shall include the following:

- I. A completed Bid Proposal Price Sheet, which is signed by a person authorized to bind the Bidder to its Bid Proposal.
- II. Construction Specifications Institute (CSI) Master Format division line item estimate sheets showing how the summary totals were developed.

Note: Bid Proposals will be evaluated based on the sum of all prices provided.

4.2. BID PROPOSAL SUBMISSION

The Bidder shall submit complete sets of its Bid Proposal in a sealed package (hereinafter referred to as "Bid Proposal Package") in accordance with and subject to the following instructions and conditions:

A. The Bid Proposal Package shall contain the following:

- I. One (1) original paper Bid Proposal. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder.
- II. Two (2) identical paper copies of the original Bid Proposal.

- III. One (1) identical electronic copy of the original Bid Proposal on a compact disc or flash drive.
- B. The following information shall be printed clearly on the outside of the Bid Proposal Package:
- ↳ Solicitation Number;
 - ↳ Solicitation Title; and
 - ↳ Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be submitted by the Submission Deadline and to the person and location shown below. Bid Proposals shall also be publicly opened and read aloud at the same location and on the date and at the time specified in the Solicitation Schedule.

Sunil Prithviraj, Capital Projects Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland-20878

Any and all Bid Proposals not received by the City by the Submission Deadline and/or that are not submitted at the above location shall be deemed non-responsive.

- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Bid Proposals will be accepted or reviewed.
- G. Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

5.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

5.3. ACCURATE INFORMATION

The Bidder certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

5.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation, shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

5.5. ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

5.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

5.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder. The City reserves the right to award the Contract to multiple Bidders and/or to award the Contract in whole or in part. Award shall be to the Responsible Bidder that submits the Lowest Responsive Bid Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days’ of formal award, the City may withdraw the award and award to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or to solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior written consent of the City and may be cause for the Bid Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by any Bidder under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest and disqualify the Bidder from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Bidders. The City may reject all Bid Proposals if reasonable cause exists for believing that collusion exists among Bidders.

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 3.1 (Event E) of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

5.12. MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

5.13. OPTIONAL GOODS AND/OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

5.14. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

5.15. SOLICITATION PROTEST

- A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline.

- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

5.16. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.17. ACCOUNTING SYSTEM AND AUDIT

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:

- I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.

- II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

- B. The Contractor shall include a similar provision in any and all subcontracts.

5.18. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.19. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.20. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.21. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

5.23. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

5.24. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

5.25. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.26. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.27. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.

- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

5.28. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.29. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

5.30. NO LIENS

- A. The Contractor shall have no title or interest in any of the materials delivered to the City under the Contract. In no event shall the Contractor encumber any such materials delivered to the City with any lien of any kind or offer such materials as collateral in any transaction whatsoever.
- B. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any and all subcontractors or other suppliers.

5.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

5.32. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

5.34. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

5.35. PATENTS

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.36. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

5.37. RECORDS

The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data. The Contractor shall include similar provisions in all subcontracts.

5.38. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5.39. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

5.40. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. FEDERAL LABOR STANDARD PROVISIONS

- A.** The project under this Solicitation is funded in whole or in part with federal grant funds; as such, the project shall be completed in accordance with the federal requirements as specified in Exhibit A (Federal Requirements Package).
- B.** The Davis Bacon wage rates incorporated into this Solicitation shall be considered “locked in” (i.e., final) unless the Department of Labor issues updated applicable wage rates within ten (10) days prior to bid opening and/or if the Contract is not awarded within 90 days of bid opening. Under those circumstances, the most recent wage rates published will apply to this project.

6.2. BONDS

- A.** A bid bond, a payment bond and a performance bond, all of which are hereinafter referred to collectively as (“Bonds”), shall be furnished to the City in accordance with and subject to the following:
 - I.** The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to three percent (3%) of the Bidder’s total Bid Proposal price. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached and be certified by manual signature.
 - II.** The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond in an amount equal to one hundred percent (100%) of the total Contract sum. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached, be certified by manual signature, and bear the same date at the performance bond.
 - III.** The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed performance bond in an amount equal to one hundred percent (100%) of the total Contract sum. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached, be certified by manual signature, and bear the same date at the payment bond.
 - IV.** The Bonds shall be executed in accordance with and subject to the following:
 - a.** The bonding entity shall be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
 - b.** The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.

- c. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- d. The date of the Bonds shall not exceed the date of the Contract or subsequent thereto.
- e. The Bonds shall contain provisions which are similar to the following:

- ↳ **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*

- ↳ **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*

- ↳ **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*

- ↳ **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

- B. All bid bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

6.3. **INSURANCE**

- A. The Contractor shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Automobile liability insurance in an amount no less than one million dollars (\$1,000,000);
 - II. Commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - III. Workers' compensation insurance in an amount no less than one million dollars (\$1,000,000).

- B. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which: (i) shall evidence the above policies and name the City as additional insured with respect to the Commercial General Liability Insurance only; and (ii) shall contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. The Contractor hereby acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

6.4. PAYMENTS

- A. Payments under the Contract shall be made: (i) in installments based on the completion milestones as to be later determined and agreed upon in writing between the City and the Contractor; and (ii) following the receipt of undisputed proper invoices for the same, which are issued in accordance with the provisions for retainage below and Section 5.36 (Payment Terms, Taxes and Invoices) of this Solicitation.
- B. On each invoice submitted to the City for payment, the Contractor shall deduct three percent (3%) of the total respective invoice amount as retainage. In the event the Contractor fails to deduct such retainage from any invoice, the City shall deduct the retainage. The Contractor shall be paid the total amount of deducted retainage following acceptance of the complete rendered Services by the City and the receipt of an undisputed proper invoice for the same, which shall include the total amount of such retainage.

6.5. PROJECT CONDITIONS

A. Key Personnel

The Contractor shall utilize the personnel and subcontractors named in its Bid Proposal (hereinafter referred to collectively as "Key Personnel"); the replacement or substitution Key Personnel only be permitted with the prior written approval of the Project Manager.

B. Notice to Proceed and Completion of Services

Within ten (10) calendar days following the effective date of the Contract, the City will issue the Contractor a written Notice to Proceed (hereinafter referred to as "NTP"), after which the Contractor shall complete the Services within one hundred twenty (120) calendar days thereafter (hereinafter referred to as "Completion Date").

C. Schedule of Services

- I. The Train Station and Museum will be occupied and remain open during construction. For this reason, construction shall be scheduled and performed in the quietest and most expeditious manner possible in order to reduce the impact on the daily operations of the occupants. The Train Station is open Monday through Friday between the hours of 6:30 a.m. and 4:30 p.m., and on Saturday between the hours of 8:00 a.m. and 2:00 p.m. The Museum is open Tuesday through Saturday between the hours of 10:00 a.m. and 3:00 p.m.
- II. Work shall be performed Monday through Friday between the hours of 6:00 a.m. and 8:00 p.m. EST. In addition, work may be performed on weekends and on holidays observed by the City: (i) between the hours of 8:00 a.m. and 6:00 p.m. EST; and (ii) with the prior written approval of the Project Manager.
- III. The Contractor may set its own schedule provided the Services are completed by the Completion Date and do not conflict with City noise ordinances.
- IV. The Contractor will be fully responsible for securing the Property and work zone during construction period.

D. Construction Phase Planning

- I. The Property will be occupied during construction. In order to minimize occupancy and program interruptions, the Contractor shall prepare and submit a written construction phase plan to the Project Manager prior to the preconstruction meeting. The construction phase plan shall include, but not be limited to:
 - ↳ Material and fabrication lead time
 - ↳ Building safety and security
 - ↳ Building code and life safety compliances
 - ↳ Building occupancy
 - ↳ Weather related impacts on the construction
- II. The Contractor shall begin mobilizing for construction upon approval of the construction phase plan by the Project Manager.

E. Project Supervision

The Contractor shall have a full-time supervisor present at the Property at all times during construction. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. The Contractor shall submit a resume to the Project Manager for review and approval, which includes the education and experience of the supervisor. The Contractor shall only assign a supervisor to the project once it receives written approval by the Project Manager.

F. Site Safety and Use of Premises

At all times while providing the Services under the Contract, the Contractor shall:

- I. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services.
- II. Confine operations at the site to the areas permitted under the Contract. Any and all Portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.
- III. Conform to any and all site rules and regulations affecting the work while engaged in construction.
- IV. Keep planned egresses outside the construction zones clear and available to the public during normal Facility operation hours. Do not use these areas for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.
- V. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the construction zone. If any additional storage is necessary, obtain and pay for such storage off site.

G. Field Verification and Identification

The Contractor shall verify all field conditions and dimensions prior to mobilizing construction activity. The Contractor shall report any discrepancies and/or conflicts to the Project Manager within 15 days following receipt of the NTP. In the event that field conditions differ significantly from the Contract documents, a revision will be issued by the City with sketches and/or revised Contract documents. In addition, the Contractor shall be responsible for surveying and identifying all existing utilities within in the construction zone, and shall take all necessary precautions so as not to damage such utilities during construction.

H. Construction Coordination

The Contractor shall submit a Project Schedule to the Project Manager and get written approval, prior to starting the work. The Contractor shall prepare and submit a Daily Report to the Project Manager, which shall include the following:

- Name of project;
- Project number;
- Date of the report;
- Weather conditions;
- Manpower status on each type of work being performed, by building;
- Overtime worked and/or planned;
- Work progress;
- Any and all environmental problems and/or corrections; and

- ↪ Other information such as: special events or occurrences; accidents; recommendations; suggestions; visitors; major equipment or materials received; tests; inspections; equipment start-up and check-out; and occupancy.

In addition, the Contractor shall take any and all necessary action required to alert the Project Manager of any and all items which could result in a claim.

I. Permits and Inspection

- a. The Contractor shall obtain all permits and licenses and coordinate all inspections necessary to properly perform the work under the Contract. The City acknowledges and agrees to waive the fee for any permits that are both required by and issued by the City. In addition, the City will reimburse the Contractor for the cost of any required permits that are not issued by the City. Any and all requests for such reimbursement: (i) shall not include any overhead and/or profit markup; (ii) shall not be submitted as or be included in a change order; and (iii) shall include an original receipt that evidences the permit was paid in full by the Contractor.
- b. The Contractor shall give all notices and comply with any and all laws, ordinances, rules, and/or lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing and necessary changes will be accomplished by modification.

J. Warranties

The Contractor shall provide a written warranty for a minimum of one (1) year to cover any and all defects in materials and/or workmanship. Should a manufacturer warranty for materials exceed one (1) year, the later warranty period shall apply. In addition, the Contractor shall provide the Project Manager with a list of all such manufacturer warranties within 60 days following the Notice to Proceed. All warranties shall start from the date of the Project Acceptance Letter.

K. Project Closeout

The Contractor shall immediately notify the City in writing once the work is complete, after which the City will conduct a final inspection of all work. Once the City deems all work to be satisfactorily completed, and that the Contract requirements have been fully satisfied (including warranty documents, final inspections, operation and maintenance manuals), the City shall issue the Contractor a Project Acceptance Letter and process final payment.

L. Shop and Record Drawings

The Contractor shall furnish the City with all shop drawings (as needed) and record drawings as part of the project closing documents.

M. Changer Order Overhead and Profit

- I. For any and all change orders in work under the Contract (“Change Order”), the percentages for overhead, profit, and commission shall be negotiable according to the nature, extent, and complexity of the work involved, but in no case shall such percentages exceed the following ceilings:

	Overhead	Profit	Commission
To the Contractor on work performed by its own forces.	10%	5%	
To the Contractor on work performed by other than its own forces.			5%
To a subcontractor on work performed by its own forces.	10%	5%	

- II. For work performed under a Change Order by its own forces:
- a. The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.
 - b. The overhead percentages shall be considered to include indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations, for same.
- III. Neither the Contractor nor its subcontractors shall be allowed overhead or commission on the overhead, profit, and/or commission received by any of its subcontractors.
- IV. Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph I hereinabove.
- V. For a Change Order that includes both an increase and decrease in the amount of the Contract, the percentages for overhead, profit, and commission shall only be allowed on the amount of the net change.
- VI. Neither the Contractor nor its subcontractors shall be allowed any percentages for overhead, profit, and/or commission on work under a Change Order which is necessary due to the negligence and/or poor workmanship of the Contractor and/or its subcontractors.
- VII. Contractor’s proposed Change Orders shall include detailed line item costs including labor and materials, unit cost shall comply with bid worksheet line item costs.

~ END OF SECTION 6 ~

SECTION 7: Scope of Work

7.1. GENERAL

The Train Station and Museum are historic one-story buildings built in 1884. They have a common bond brick exterior and a timber frame gable roof with slate tiles. The existing windows have single panel glazing and the interior construction is wood framed. The exterior two doors for the waiting room have electric strikes, which are part of security system. All the exterior doors are solid wood.

7.2. PROJECT PROGRAM GOALS

The goals of the project are to perform the following repairs/replacement and upgrades:

- A. Replace damaged sections of the existing door frames with new frame to match existing profile details;
- B. Replace exterior doors with new doors to match existing;
- C. Reinstall electric strikes in B&O Train Station doors;
- D. Install new access control electric door strikes in Community Museum

7.3. WORK SCOPE

Bidders shall refer to the Plans and Specifications, which are incorporated herein and attached hereto as Exhibit B, for complete and descriptive work scope.

A. Architectural

I. B&O Train Station Building

- ↪ *Demolition:* Remove all existing doors (7 total) and remove damaged portions of the frames.
- ↪ *New work:* Provide new exterior grade solid wooden doors, matching existing profiles (7 total). Provide new door hardware. Provide new exterior grade wooden frame infill, matching existing profiles.

II. Community Museum Building

- ↪ *Demolition:* Remove all existing doors (4 total) and remove damaged portions of frames.
- ↪ *New work:* Provide new exterior grade wooden doors, matching existing profiles (4 total). Provide new door hardware. Provide new exterior grade wooden frame infill, matching existing profiles.

B. Electrical and Security

I. B&O Train Station Building

- ↪ *Demolition:* Remove two existing electric strikes and associated wiring installed on waiting room doors and save to reuse.

- ↳ *New work:* Reinstall two existing electric strikes, associated wiring and test for proper operations.

II. Community Museum Building

- ↳ *New work:* The electrical design for this project will include the addition of a card reader access and power to this hardware. The power shall come from the existing Electrical Panel within the building. All work shall be done in conformance with the most stringent criteria of the NFPA 70 Code (National Electric Code).

~ END OF SECTION 7 ~

SECTION 8: Attachments and Exhibits

8.1. ATTACHMENT A

The following documents and forms are incorporated herein and attached hereto:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Bid
- ↳ Bid Price Proposal Sheet
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information

8.2. EXHIBITS

The following exhibits are incorporated herein and attached hereto:

- ↳ Exhibit A: Federal Requirements Package
- ↳ Exhibit B: Drawings and Specifications

~ END OF SECTION 8 ~

REQUEST FOR BIDS

No. 2016-011

**B&O TRAIN STATION AND COMMUNITY MUSEUM
DOORS REPLACEMENT PROJECT**

ATTACHMENT A

REQUIRED FORMS



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a violation of

Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids for public or private contracts.

6. Bidder hereby declares that this Bid Proposal is made without any connection or collusion with any person, entity or corporation making a Bid Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Bid Proposal is accepted, this Bidder will contract to do, for the price stated in the Bid Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. 2016-011

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder is expected to have reviewed the Solicitation Documents in their entirety and to understand all the requirements and work scope.

Name of Bidder: _____

Base Bid Price

CSI #	Division Description	Division Total Price
00 00 00	Procurement and Contracting Requirements	\$
01 00 00	General Requirements	\$
02 00 00	Existing Conditions	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$
11 00 00	Equipment	- N/A -
12 00 00	Furnishings	\$
21 00 00	Fire Suppression	- N/A -
22 00 00	Plumbing	- N/A -
23 00 00	Heating, Ventilation and Air Conditioning	- N/A -
26 00 00	Electrical	\$
27 00 00	Communication	\$
28 00 00	Electronic Safety and Security	\$
	Others (Specify)	\$
		\$
		\$
		\$
	Profit and Overhead	\$
	TOTAL BID PROPOSAL PRICE	\$

Unit Prices

SFT = Square Foot
 CY = Cubic Yard
 HR = Per Hour
 LFT = Linear Foot

Item #	Description	UOM	Unit Prices
1	Gypsum board patch and paint	SFT	\$
2	Gypsum board replacement, prepare and paint	SFT	\$
3	Brick Point up	LFT	\$
4	Concrete	C.Y	\$
5	Master electrician	/HR*	\$
6	Electrician (Journeyman)	/HR*	\$
7	Electrician (Helper/Apprentice)	/HR*	\$
8	Project field supervisor	/HR*	\$
9	General laborer	/HR*	\$
10	Additional wood frame replacement	LFT	\$
11	Caulking, product specified in plans and specification	LFT	\$
12	Low voltage camera wiring	LFT	\$
13	Concrete surface patch repair	SFT	\$
14	Exterior painting	SFT	\$
	Others (Specify)		
			\$
			\$
			\$
			\$

***Hourly rates shall meet minimum rate of current Davis Bacon wage scale**

By my signature I hereby testify that I am a duly authorized representative of the firm and that I have fully entered, examined and reviewed the items and totals represented on this Bid Proposal Price Sheet and they are accurate and complete.

Signature: _____ Date: _____

Print Name: _____

Title: _____



City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Proposal Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name

REQUEST FOR BIDS

No. 2016-011

**B&O TRAIN STATION AND COMMUNITY MUSEUM
DOORS REPLACEMENT PROJECT**

EXHIBIT A

FEDERAL REQUIREMENTS PACKAGE

FEDERAL REQUIREMENTS

This project is being funded in whole or in part with funds from the Federal Government of the United States through the Department of Housing and Urban Development. The provisions contained in the following attachments are hereby made part of this solicitation and the contract awarded pursuant thereto.

SECTION	SECTION DESCRIPTION
1	U.S. Department of Housing and Urban Development Federal Labor Standards Provisions (form HUD-4010 [06/2009], (HB 1344.1)
2	Repeal of Daily Overtime Compensation U.S. DOL MEMORANDUM NO. 143, December 23, 1985 and Advance Notice, DOL MEMORANDUM NO. 143.
3	Title 24, Chapter 1, Part 135 – Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects. (Section 3 of the HUD act of 1968).
4	Department of Housing and Urban Development Executive Order 13160 – Non- Discrimination in Employment.
5	Employment and Contracting Opportunities.
6	Area Wage-Determination for the various crafts or Labor Classifications for the subject project.

All Questions regarding any of these federal requirements shall be made in writing to Louise Kauffmann, Housing and Community Development Chief, at: lkauffmann@gaitthersburgmd.gov.

Federal Labor Standards Provisions**Applicability**

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210



DEC 23 1985

MEMORANDUM NO. 143

TO: ALL CONTRACTING AGENCIES OF THE FEDERAL
GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM: *Herbert J. Cohen*
HERBERT J. COHEN
Deputy Administrator

SUBJECT: Repeal of Daily Overtime Compensation
Requirements Applicable to Employees Performing
on Federal and Federally Assisted Contracts

On November 8, 1985, the Department of Defense Authorization Act of 1986, Pub. L. No. 99-145, was enacted into law.

A provision of this law amends the Contract Work Hours and Safety Standards Act (CWHSSA) and the Walsh-Healey Public Contracts Act (PCA) to eliminate the requirement that contractors pay employees performing on Federal or Federally assisted construction contracts, and Federal service or supply contracts, time and one-half their basic rates of pay for hours worked in excess of 8 hours per day on or after January 1, 1986. Overtime compensation will continue to be required under these statutes for hours worked in excess of 40 hours per week.

Revisions to the applicable contract labor standards regulations (29 CFR Parts 4 and 5 and 41 CFR Part 50-201) to delete references to these daily overtime requirements will be published in the near future.

Contracting agencies should be aware that certain contractors may continue to have obligations to pay daily overtime compensation pursuant to State or local laws, collective bargaining agreements, or employment contracts after January 1, 1986. However, whether contractual provisions agreed to prior to January 1, 1986, requiring overtime compensation after 8 hours of work can be enforced after January 1, 1986, is a question of contract law between the parties independent of the Department of Labor's authority under CWHSSA and PCA. Accordingly, the Department will take no action to enforce daily overtime requirements with respect to hours worked on any Federal contracts after January 1, 1986.

Title 24: Housing and Urban Development

PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

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- § 135.30 Numerical goals for meeting the greatest extent feasible requirement.
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- § 135.90 Reporting.
 - § 135.92 Recordkeeping and access to records.
- Appendix to Part 135

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

Source: 59 FR 33880, June 30, 1994, unless otherwise noted.

Effective Date Note: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

- (i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);
- (ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and
- (iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- (ii) Housing construction; and
- (iii) Other public construction.

(3) *Thresholds* —(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance* —(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

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(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

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Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

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Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

Section 3 clause means the contract provisions set forth in §135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. “Section 3 covered contracts” do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 covered contracts” also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

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Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See §135.40. Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)* —(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted

rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in §135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

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(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in §135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 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).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging noncompliance with the regulations of this part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in §135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in §135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under §135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the

regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor. Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in §135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

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(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary* —(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the complaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

Appendix to Part 135

1. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

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(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

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(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

—the section 3 covered contract to be awarded with sufficient specificity;

—the time within which quotations must be submitted; and

—the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

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(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

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(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

SECTION 4 - Page 1 of 1

§ 570.607 Employment and Contracting Opportunities.

- (a) Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
- (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) requires, in connection with the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary, in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project. Grantees shall adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive. HUD regulations at 24 CFR Part 135 are not applicable to activities assisted under this part but may be referred to as guidance indicative of the Secretary's view of the statutory objectives in other contexts.

Presidential Documents

Executive Order 13160 of June 23, 2000

Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs

By the authority vested in me as President by the Constitution and the laws of the United States of America, including sections 921–932 of title 20, United States Code; section 2164 of title 10, United States Code; section 2001 *et seq.*, of title 25, United States Code; section 7301 of title 5, United States Code; and section 301 of title 3, United States Code, and to achieve equal opportunity in Federally conducted education and training programs and activities, it is hereby ordered as follows:

Section 1. *Statement of policy on education programs and activities conducted by executive departments and agencies.*

1–101. The Federal Government must hold itself to at least the same principles of nondiscrimination in educational opportunities as it applies to the education programs and activities of State and local governments, and to private institutions receiving Federal financial assistance. Existing laws and regulations prohibit certain forms of discrimination in Federally conducted education and training programs and activities—including discrimination against people with disabilities, prohibited by the Rehabilitation Act of 1973, 29 U.S.C. 701 *et seq.*, as amended, employment discrimination on the basis of race, color, national origin, sex, or religion, prohibited by Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e-17, as amended, discrimination on the basis of race, color, national origin, or religion in educational programs receiving Federal assistance, under Title VI of the Civil Rights Acts of 1964, 42 U.S.C. 2000d, and sex-based discrimination in education programs receiving Federal assistance under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 *et seq.* Through this Executive Order, discrimination on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, and status as a parent will be prohibited in Federally conducted education and training programs and activities.

1–102. No individual, on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, or status as a parent, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in, a Federally conducted education or training program or activity.

Sec. 2. *Definitions.*

2–201. “Federally conducted education and training programs and activities” includes programs and activities conducted, operated, or undertaken by an executive department or agency.

2–202. “Education and training programs and activities” include, but are not limited to, formal schools, extracurricular activities, academic programs, occupational training, scholarships and fellowships, student internships, training for industry members, summer enrichment camps, and teacher training programs.

2–203. The Attorney General is authorized to make a final determination as to whether a program falls within the scope of education and training

programs and activities covered by this order, under subsection 2–202, or is excluded from coverage, under section 3.

2–204. “Military education or training programs” are those education and training programs conducted by the Department of Defense or, where the Coast Guard is concerned, the Department of Transportation, for the primary purpose of educating or training members of the armed forces or meeting a statutory requirement to educate or train Federal, State, or local civilian law enforcement officials pursuant to 10 U.S.C. Chapter 18.

2–205. “Armed Forces” means the Armed Forces of the United States.

2–206. “Status as a parent” refers to the status of an individual who, with respect to an individual who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:

- (a) a biological parent;
- (b) an adoptive parent;
- (c) a foster parent;
- (d) a stepparent;
- (e) a custodian of a legal ward;
- (f) in loco parentis over such an individual; or
- (g) actively seeking legal custody or adoption of such an individual.

Sec. 3. Exemption from coverage.

3–301. This order does not apply to members of the armed forces, military education or training programs, or authorized intelligence activities. Members of the armed forces, including students at military academies, will continue to be covered by regulations that currently bar specified forms of discrimination that are now enforced by the Department of Defense and the individual service branches. The Department of Defense shall develop procedures to protect the rights of and to provide redress to civilians not otherwise protected by existing Federal law from discrimination on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, or status as a parent and who participate in military education or training programs or activities conducted by the Department of Defense.

3–302. This order does not apply to, affect, interfere with, or modify the operation of any otherwise lawful affirmative action plan or program.

3–303. An individual shall not be deemed subjected to discrimination by reason of his or her exclusion from the benefits of a program established consistent with federal law or limited by Federal law to individuals of a particular race, sex, color, disability, national origin, age, religion, sexual orientation, or status as a parent different from his or her own.

3–304. This order does not apply to ceremonial or similar education or training programs or activities of schools conducted by the Department of the Interior, Bureau of Indian Affairs, that are culturally relevant to the children represented in the school. “Culturally relevant” refers to any class, program, or activity that is fundamental to a tribe’s culture, customs, traditions, heritage, or religion.

3–305. This order does not apply to (a) selections based on national origin of foreign nationals to participate in covered education or training programs, if such programs primarily concern national security or foreign policy matters; or (b) selections or other decisions regarding participation in covered education or training programs made by entities outside the executive branch. It shall be the policy of the executive branch that education or training programs or activities shall not be available to entities that select persons for participation in violation of Federal or State law.

3–306. The prohibition on discrimination on the basis of age provided in this order does not apply to age-based admissions of participants to education or training programs, if such programs have traditionally been age-specific or must be age-limited for reasons related to health or national security.

Sec. 4. Administrative enforcement.

4-401. Any person who believes himself or herself to be aggrieved by a violation of this order or its implementing regulations, rules, policies, or guidance may, personally or through a representative, file a written complaint with the agency that such person believes is in violation of this order or its implementing regulations, rules, policies, or guidance. Pursuant to procedures to be established by the Attorney General, each executive department or agency shall conduct an investigation of any complaint by one of its employees alleging a violation of this Executive Order.

4-402. (a) If the office within an executive department or agency that is designated to investigate complaints for violations of this order or its implementing rules, regulations, policies, or guidance concludes that an employee has not complied with this order or any of its implementing rules, regulations, policies, or guidance, such office shall complete a report and refer a copy of the report and any relevant findings or supporting evidence to an appropriate agency official. The appropriate agency official shall review such material and determine what, if any, disciplinary action is appropriate.

(b) In addition, the designated investigating office may provide appropriate agency officials with a recommendation for any corrective and/or remedial action. The appropriate officials shall consider such recommendation and implement corrective and/or remedial action by the agency, when appropriate. Nothing in this order authorizes monetary relief to the complainant as a form of remedial or corrective action by an executive department or agency.

4-403. Any action to discipline an employee who violates this order or its implementing rules, regulations, policies, or guidance, including removal from employment, where appropriate, shall be taken in compliance with otherwise applicable procedures, including the Civil Service Reform Act of 1978, Public Law No. 95-454, 92 Stat. 1111.

Sec. 5. Implementation and Agency Responsibilities.

5-501. The Attorney General shall publish in the **Federal Register** such rules, regulations, policies, or guidance, as the Attorney General deems appropriate, to be followed by all executive departments and agencies. The Attorney General shall address:

- a. which programs and activities fall within the scope of education and training programs and activities covered by this order, under subsection 2-202, or excluded from coverage, under section 3 of this order;
- b. examples of discriminatory conduct;
- c. applicable legal principles;
- d. enforcement procedures with respect to complaints against employees;
- e. remedies;
- f. requirements for agency annual and tri-annual reports as set forth in section 6 of this order; and
- g. such other matters as deemed appropriate.

5-502. Within 90 days of the publication of final rules, regulations, policies, or guidance by the Attorney General, each executive department and agency shall establish a procedure to receive and address complaints regarding its Federally conducted education and training programs and activities. Each executive department and agency shall take all necessary steps to effectuate any subsequent rules, regulations, policies, or guidance issued by the Attorney General within 90 days of issuance.

5-503. The head of each executive department and agency shall be responsible for ensuring compliance within this order.

5-504. Each executive department and agency shall cooperate with the Attorney General and provide such information and assistance as the Attorney General may require in the performance of the Attorney General's functions under this order.

5-505. Upon request and to the extent practicable, the Attorney General shall provide technical advice and assistance to executive departments and agencies to assist in full compliance with this order.

Sec. 6. Reporting Requirements.

6-601. Consistent with the regulations, rules, policies, or guidance issued by the Attorney General, each executive department and agency shall submit to the Attorney General a report that summarizes the number and nature of complaints filed with the agency and the disposition of such complaints. For the first 3 years after the date of this order, such reports shall be submitted annually within 90 days of the end of the preceding year's activities. Subsequent reports shall be submitted every 3 years and within 90 days of the end of each 3-year period.

Sec. 7. General Provisions.

7-701. Nothing in this order shall limit the authority of the Attorney General to provide for the coordinated enforcement of nondiscrimination requirements in Federal assistance programs under Executive Order 12250.

Sec. 8. Judicial Review.

8-801. This order is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or its employees. This order is not intended, however, to preclude judicial review of final decisions in accordance with the Administrative Procedure Act, 5 U.S.C. 701, *et seq.*



THE WHITE HOUSE,
June 23, 2000.

[FR Doc. 00-16434
Filed 6-26-00; 12:47 pm]
Billing code 3195-01-P

SECTION 6 - Page 1 of 10

General Decision Number: MD150057 10/09/2015 MD57

Superseded General Decision Number: MD20140057

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	04/03/2015
4	05/08/2015
5	05/22/2015
6	06/26/2015
7	07/03/2015
8	07/17/2015
9	08/14/2015
10	09/11/2015
11	09/18/2015
12	10/09/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

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Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-010 10/09/2013		
	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 20.86	5.46

BRMD0001-006 05/03/2015		
	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.68

BRMD0001-009 05/03/2015		
	Rates	Fringes
TILE FINISHER.....	\$ 21.96	9.50

BRMD0001-011 05/03/2015		
	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 30.36	9.69

BRMD0001-012 05/03/2015		
	Rates	Fringes
MASON - STONE.....	\$ 35.19	16.17

CARP0132-017 05/01/2015		
	Rates	Fringes
CARPENTER (Including		

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Acoustical Ceiling
 Installation, Drywall
 Hanging, Metal Stud
 Installation and Form Work).....\$ 27.56 9.08

CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

ELEC0026-021 09/01/2014

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 27.05	8.58

ELEC0026-022 06/01/2015

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....	\$ 42.80	15.33+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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 ENGI0077-018 05/01/2013

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 31.65	8.45+a
OPERATOR: Loader		
Front End Loaders 3 1/2 cubic yards and above.....	\$ 32.40	8.45+a
Front End Loaders Below 3 1/2 cubic yards.....	\$ 31.65	8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

 IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

 IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

 LABO0657-017 06/01/2015

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.63	7.31
LABORER: Pipelayer.....	\$ 22.63	7.31

 PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2		

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million.....	\$ 28.61	9.85
<hr style="border-top: 1px dashed black;"/>		
PAIN0051-019 06/01/2014		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher/Taper.....	\$ 24.89	9.05
Industrial.....	\$ 29.60	9.05
<hr style="border-top: 1px dashed black;"/>		
PLAS0891-005 07/01/2013		
	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85
<hr style="border-top: 1px dashed black;"/>		
PLAS0891-006 02/01/2014		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
<hr style="border-top: 1px dashed black;"/>		
PLAS0891-008 08/01/2014		
	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24
<hr style="border-top: 1px dashed black;"/>		
PLUM0005-010 08/01/2015		
	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+a
<p>a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.</p>		
<hr style="border-top: 1px dashed black;"/>		
* PLUM0602-011 08/01/2015		

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	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation).....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFMD0669-001 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUMD2010-091 08/04/2010

	Rates	Fringes
LABORER		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00

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Mason Tender for Pointing, Caulking and Cleaning.....	\$ 13.21	
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....

	\$ 19.19	0.00
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POWER EQUIPMENT OPERATOR:

Asphalt Roller.....	\$ 21.35	5.38
Backhoe.....	\$ 19.82	5.02
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88

TERRAZZO WORKER/SETTER.....	\$ 19.94	6.54
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TRUCK DRIVER

Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

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Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

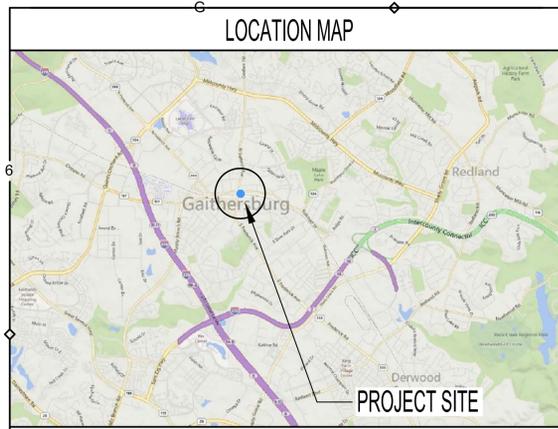
REQUEST FOR BIDS

No. 2016-011

**B&O TRAIN STATION AND COMMUNITY MUSEUM
DOORS REPLACEMENT PROJECT**

EXHIBIT B

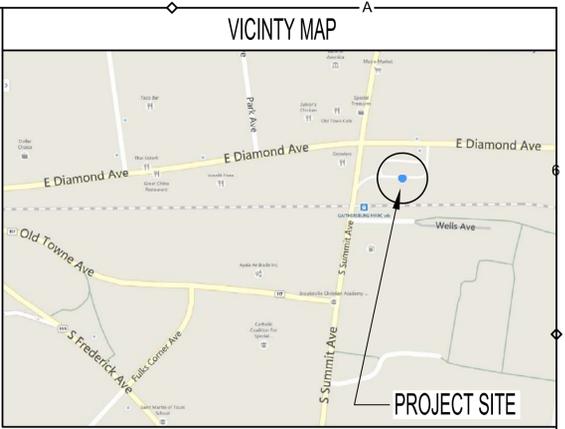
PLANS AND SPECIFICATIONS



GAITHERSBURG B&O STATION & FREIGHT HOUSE

5 SOUTH SUMMIT AVENUE
GAITHERSBURG, MARYLAND 20877-2038

DOORS, WINDOWS & FRAMES REPLACEMENT



DESIGN TEAM

Architect: SANDERS DESIGNS, P.A.
9121 GREENSIDE DRIVE, SUITE 202
COCKEYSVILLE, MARYLAND 21030
T: 410-560-2624 F: 410-560-2122

Electrical Engineer: JOHNSON CONSULTING ENGINEERS
130 WEST 25th STREET, SUITE 200
BALTIMORE, MARYLAND 21218-5006
T: 410-235-0051 F: 410-235-0446

SHEET SCHEDULE

6001 TITLE SHEET, SHEET SCHEDULE, REFERENCE PLAN & GENERAL NOTES

ARCHITECTURAL
A201 ELEVATIONS: FREIGHT BUILDING
A202 ELEVATIONS: STATION HOUSE
A601 DOOR SCHEDULE
A602 DOOR DETAILS
A603 PLAN DETAILS

ELECTRICAL
E001 LEGEND & NOTES
E101 FLOOR PLAN
E102 RISER & DETAIL

BUILDING INFORMATION

PROPERTY INFORMATION
OWNER NAME: CITY OF GAITHERSBURG
MAILING ADDRESS: 31 SOUTH SUMMIT AVENUE
GAITHERSBURG, MARYLAND 20877-2038

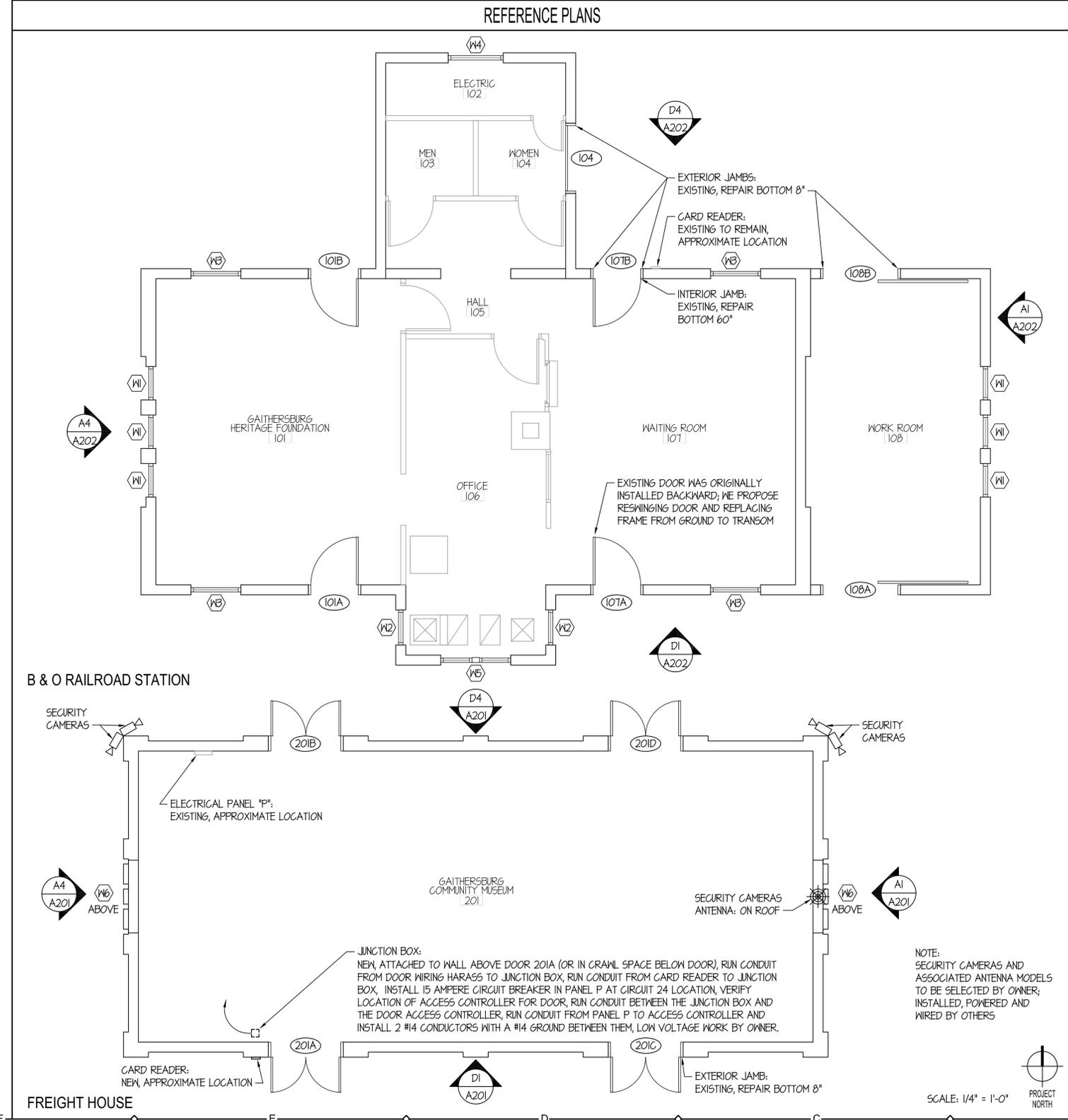
PROPERTY ADDRESS: 5 SOUTH SUMMIT AVENUE
GAITHERSBURG, MARYLAND 20877-2038

SYMBOLS

101A DOOR MARKER
DOOR NUMBER/OPENING MARK

EXISTING DOOR TO REMAIN

NEW DOOR TO REPLACE EXISTING DOOR IN SAME LOCATION



GENERAL NOTES

- THE FOLLOWING GENERAL NOTES APPLY TO ALL ARCHITECTURAL DRAWINGS.
- THE DRAWINGS ARE INTENDED TO GRAPHICALLY ILLUSTRATE THE OVERALL NATURE OF THE WORK, THE CONFIGURATION, ARRANGEMENT, AND LOCATION OF THE WORK AND ITS PARTS, AND THE PHYSICAL DIMENSIONS OF THE WORK. THE DRAWINGS TAKE PRECEDENCE OVER THE SPECIFICATIONS WITH RESPECT TO INFORMATION OF THIS NATURE.
- THE SPECIFICATIONS ARE INTENDED TO COMMUNICATE THE DETAILED PROPERTIES AND QUALITY OF THE INDIVIDUAL MATERIALS, ASSEMBLIES, AND SYSTEMS THAT COMPRISE THE WORK, THE FUNCTIONAL AND PERFORMANCE REQUIREMENTS FOR THE INDIVIDUAL PARTS OF THE WORK, AND THE FABRICATION AND INSTALLATION REQUIREMENTS FOR INDIVIDUAL PARTS OF THE WORK. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE DRAWINGS WITH RESPECT TO INFORMATION OF THIS NATURE.
- CONTRACTOR SHOULD CONDUCT AN INDEPENDENT SURVEY OF THE PROPOSED WORK AREA AND VERIFY ALL EXISTING FIELD CONDITIONS (INCLUDING DETAILS & DIMENSIONS). IF CONDITIONS VARY FROM INFORMATION PROVIDED IN THESE DRAWINGS, CONTRACTOR SHOULD IMMEDIATELY NOTIFY ARCHITECT IN WRITING AND WAIT FOR DIRECTION BEFORE PROCEEDING FURTHER WITH THE WORK. INFORMATION SHOWN ON THIS DRAWINGS IS OBTAINED FROM AS-BUILTS AND/OR FIELD SURVEY AND IS INTENDED FOR REFERENCE ONLY.
- ALL DIMENSIONS SHOWN ON THIS DRAWING FOR NEW WORK ARE TO BE CONFIRMED IN FIELD BY CONTRACTOR; ANY DISCREPANCIES SHOULD BE IMMEDIATELY NOTIFIED TO THE ARCHITECT BEFORE PROCEEDING FURTHER.
- CUTTING INTO NEW WORK OF OTHER TRADES SHALL BE DONE BY THE TRADE REQUIRING THE CUTTING. ALL CUTTING SHALL BE DONE IN A NEAT MANNER USING SAWS WHERE POSSIBLE. ALL PATCHING AND PAINTING REQUIRED AS A RESULT OF THIS CUTTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PROVIDE ADEQUATE TEMPORARY SUPPORT FOR WORK BEING CUT AND PATCHED TO PREVENT FAILURE. DO NOT ENDANGER OTHER WORK. PROVIDE ADEQUATE PROTECTION OF OTHER WORK DURING CUTTING AND PATCHING TO PREVENT DAMAGE.
- PROPERLY PREPARE ALL SURFACES FOR NEW FINISHES. PATCH WITH SEAMS WHICH ARE DURABLE AND AS INVISIBLE AS POSSIBLE. COMPLY WITH SPECIFIC TOLERANCES FOR THE TYPE OF WORK BEING DONE.
- OBTAIN ARCHITECT'S SPECIFIC APPROVAL PRIOR TO DEVIATING FROM THE CONTRACT DOCUMENTS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE ITEMS SHOWN ON THE ARCHITECTURAL DRAWINGS. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLY WITH STANDARD BUILDING AND CONSTRUCTION PRACTICES AND MANUFACTURER'S RECOMMENDATIONS FOR ALL ITEMS NOT SPECIFICALLY INDICATED AND DETAILED ON THE DRAWINGS. FOLLOW THE BEST TRADE PRACTICES AND ENGINEERING FOR THE ITEMS NOT SPECIFICALLY DETAILED AND INDICATED.
- ALL PARTS OF THE WORK, INCLUDING MATERIALS, METHODS, ASSEMBLIES, ETC, MUST COMPLY WITH THE MINIMUM REQUIREMENTS OF THE GOVERNING REGULATIONS OF ALL FEDERAL, STATE, DISTRICT, AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT AS WELL AS THOSE MORE STRINGENT REQUIREMENTS INDICATED BY THE CONTRACT DOCUMENTS. NO PART OF THE CONTRACT DOCUMENTS MAY BE CONSTRUED TO REQUIRE OR PERMIT WORK CONTRARY TO A GOVERNING REGULATION.
- ALL EXISTING ELECTRICAL WIRING ASSOCIATED WITH NEW WORK TO BE REMOVED AND REPLACED WITH NEW. COORDINATE WITH ELECTRICAL DRAWINGS.

NOTE: SECURITY CAMERAS AND ASSOCIATED ANTENNA MODELS TO BE SELECTED BY OWNER; INSTALLED, POWERED AND WIRED BY OTHERS

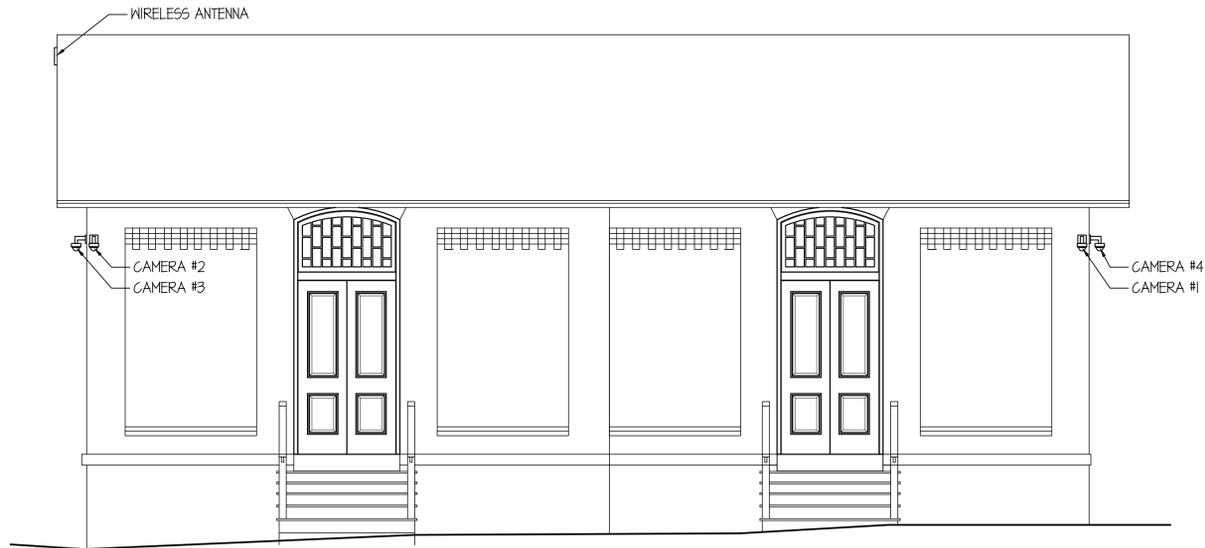
SCALE: 1/4" = 1'-0"

PROJECT NORTH

No.	Date	Revision

Project No.: 14.153
Date: 19 NOVEMBER 2014
Scale: AS NOTED
Edition:
95% CONSTRUCTION DOCUMENTS
Dwg Name:
TITLE SHEET
Drawing No.
G001

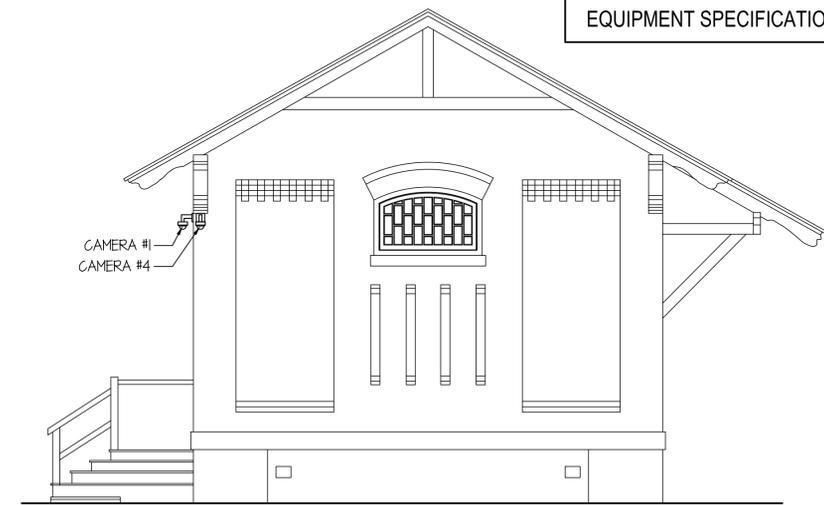
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 LICENSE NO.: 8586
 EXP. DATE: 05-21-2015
 GAITHERSBURG B&O STATION AND FREIGHT HOUSE DOORS, WINDOWS & FRAMES REPLACEMENT
 5 SOUTH SUMMIT AVENUE
 GAITHERSBURG, MARYLAND 20877-2038



ELEVATION: NORTH FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

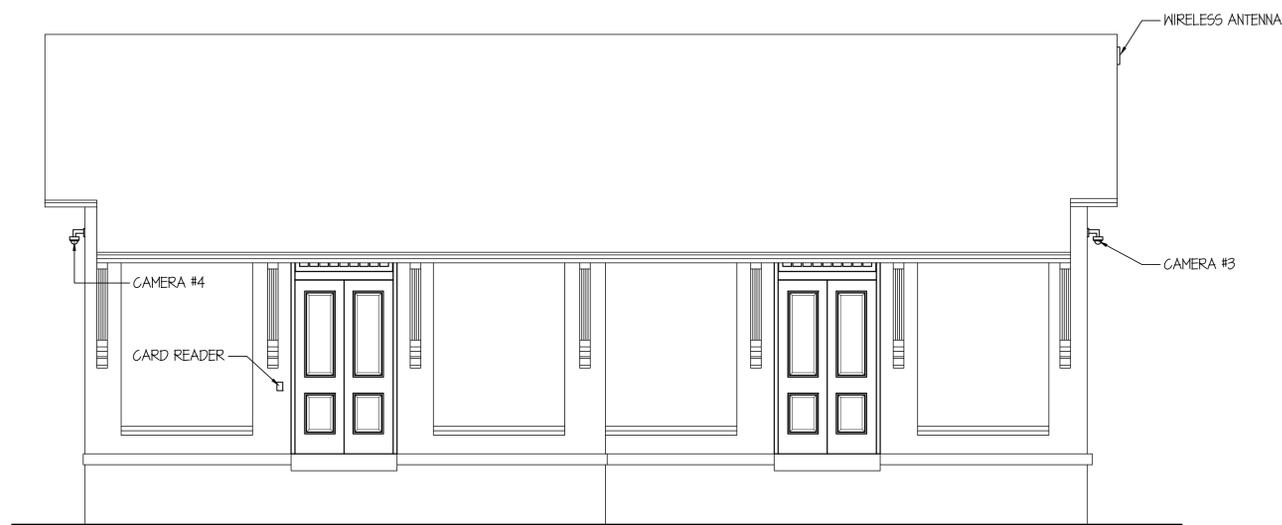
D4



ELEVATION: WEST FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

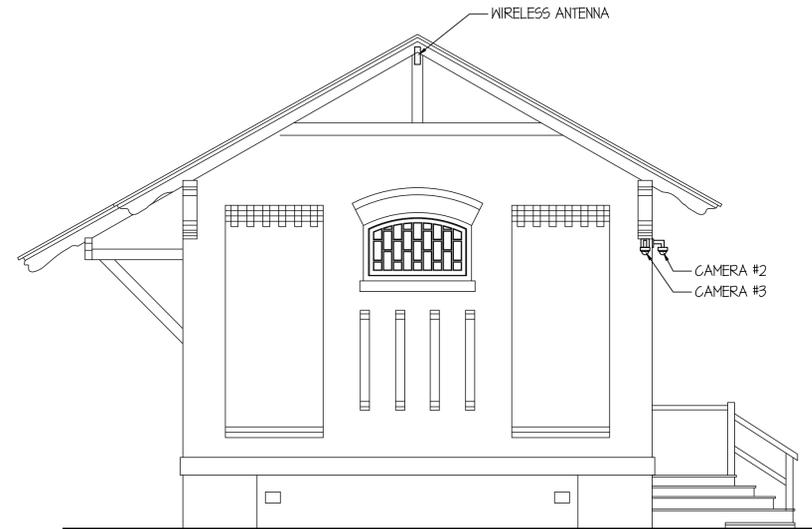
A4



ELEVATION: SOUTH FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

D1



ELEVATION: EAST FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

A1

CARD READER: HID GLOBAL ICLASS ACCESS CONTROL
CARD READER, MODEL #R40

WIRELESS ANTENNA: FLUIDMESH NETWORKS FM100 MITO

CAMERA: AXIS COMMUNICATIONS #P-3364-LVE NETWORK
CAMERA

CAMERA WALL BRACKET: AXIS COMMUNICATIONS #191D61
WALL MOUNT 1.5' DPS

EQUIPMENT SPECIFICATIONS

A6

GAITHERSBURG
B&O STATION AND FREIGHT HOUSE
DOORS, WINDOWS & FRAMES REPLACEMENT
5 SOUTH SUMMIT AVENUE
GAITHERSBURG, MARYLAND 20877-2038

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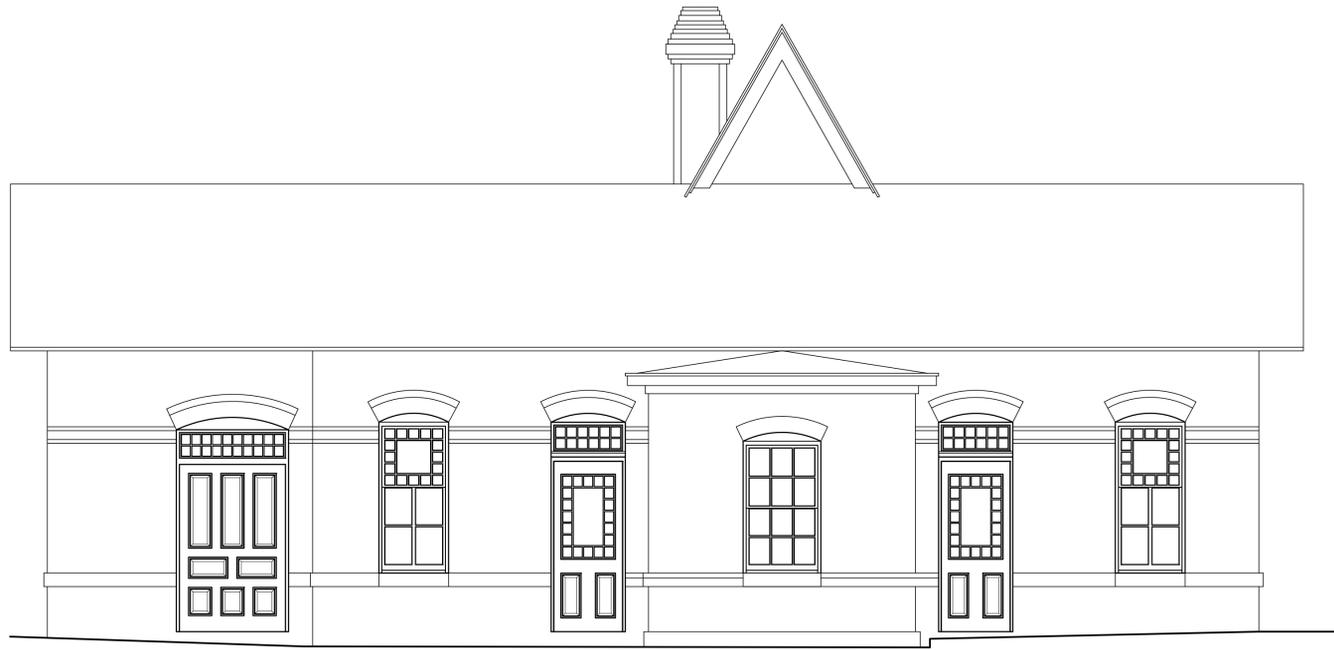
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No.	Date	Revision

Project No.: 14.153
Date: 19 NOVEMBER 2014
Scale: AS NOTED
Edition: 95% CONSTRUCTION DOCUMENTS

Dwg Name: EXTERIOR ELEVATIONS FREIGHT HOUSE

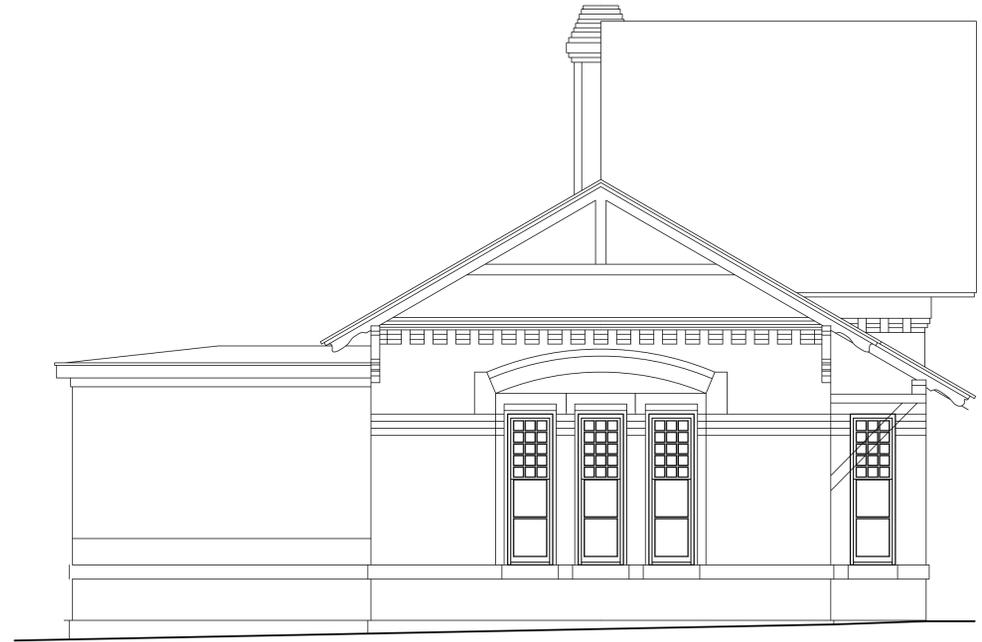
Drawing No. **A201**



ELEVATION: NORTH FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

D4



ELEVATION: WEST FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

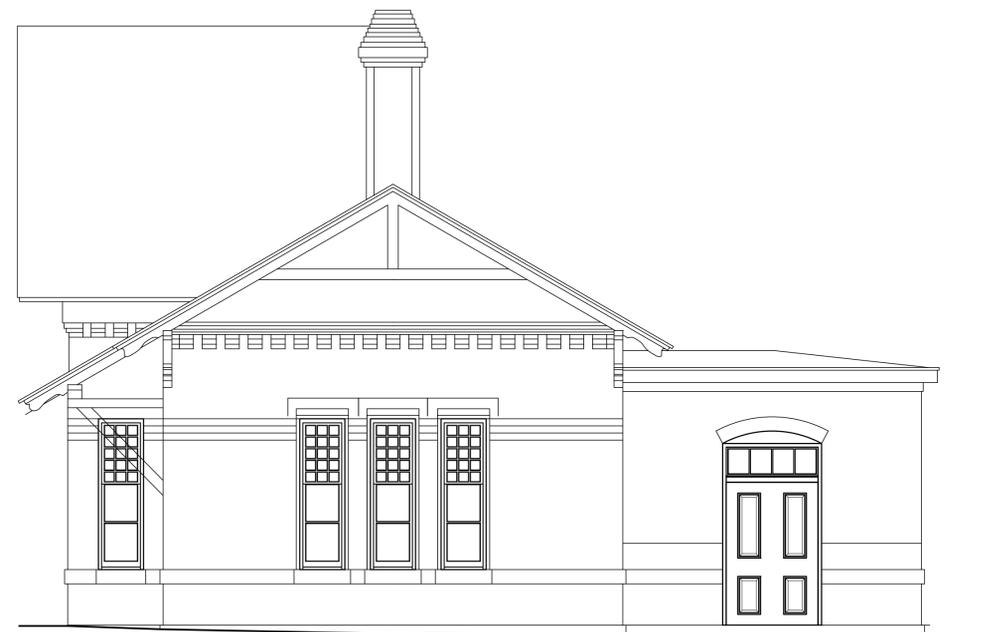
A4



ELEVATION: SOUTH FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

D1



ELEVATION: EAST FAÇADE

0 1/2" 1' 2' 4' SCALE: 1/2" = 1'-0"

A1

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B&O STATION AND FREIGHT HOUSE
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No.	Date	Revision

Project No.: 14.153
 Date: 19 NOVEMBER 2014
 Scale: AS NOTED
 Edition: 95% CONSTRUCTION DOCUMENTS

Dwg Name: EXTERIOR ELEVATIONS STATION HOUSE

Drawing No.

A202

GENERAL		WINDOW		FRAME			DETAILS		FIRE RATING	REMARKS	NUMBER
NUMBER	LOCATION	NOMINAL SIZE (W x H)	GLAZING	ELEVATION	MATERIAL	FINISH	HEAD	JAMB	SILL		
STATION BUILDING											
W1	G.H.F. / WORK ROOM	1'-10" x 6'-9 1/4"	GL-1	W1A / W1B	WD	PT-1	H-1	J-1	S1	---	INSTALL INTO EXISTING WOOD TRIM
W2	---	---	---	---	---	---	---	---	---	---	NOT USED
W3	G.H.F. / WAITING ROOM	3'-0" x 6'-9 1/4"	GL-1	W3	WD	PT-1	H-2	J-1	S1	---	INSTALL INTO EXISTING WOOD TRIM
W4	ELECTRIC ROOM	3'-4 1/2" x 5'-10 1/2"	GL-1	W4	WD	PT-1	H-2	J-1	S1	---	INSTALL INTO EXISTING WOOD TRIM
W5	OFFICE	4'-3" x 9'-0 3/4"	GL-1	W5	WD	PT-1	H-6	J-1, J-2	S1	---	INSTALL INTO EXISTING WOOD TRIM
FREIGHT HOUSE											
W6	COMMUNITY MUSEUM	4'-7 1/4" x 2'-8 1/2"	GL-1	W6	WD	PT-1	H-4	J-1	S2	H-4	INSTALL INTO EXISTING WOOD TRIM

NOTES

- "O" INDICATES TEMPERED GLAZING
- PROVIDE TEMPERED GLASS IN ALL LOCATIONS WHERE GLAZING OR ANY PORTION OF IT IS WITHIN 18" OF THE FINISHED FLOOR LEVEL.
- WINDOW SIZES PROVIDED ARE NOMINAL. REFER TO MANUFACTURER SPECIFICATIONS FOR ROUGH OPENING REQUIREMENTS.

FRAME MATERIAL:
WD: WOOD

GLAZING TYPES:
GL-1: DOUBLE GLAZED, LOW-E GLASS W/ ARGON / KRYPTON GAS

FRAME FINISH:
PT-1 MANUF: OLYMPIC
COLOR: TBD
SHEEN: SEMI-GLOSS
APPLICATION: EXTERIOR & INTERIOR

GENERAL		DOOR			FRAME			DETAILS			FIRE RATING	REMARKS	NO.		
NO.	ROOM NAME	ELEV.	MATERIAL	SIZE (W x H x T)	VEENER	FINISH	GLAZING	ELEV.	MATERIAL	FINISH	HEAD	JAMB	SILL		
101A	GAITHERSBURG HERITAGE FOUNDATION	D1	WOOD	3'-3" x 8'-0" x 1-3/4"	RED OAK	PT-1	TEMP	F-1	EXIST	PT-1	H-8, H-5	J-4	---	HW-B	SEE GENERAL NOTE 5
101B	GAITHERSBURG HERITAGE FOUNDATION	D1	WOOD	3'-3" x 8'-0" x 1-3/4"	RED OAK	PT-1	TEMP	F-1	EXIST	PT-1	H-8, H-5	J-4	---	HW-B	SEE GENERAL NOTE 5
104	WOMENS RESTROOM	D3	WOOD	4'-4" x 6'-4" x 1-3/4"	RED OAK	PT-1	TEMP	F-3	EXIST	PT-1	H-8 (SM)	J-4 (SM)	---	HW-O	SEE GENERAL NOTE 5
107A	WAITING ROOM	D1	WOOD	3'-3" x 8'-0" x 1-3/4"	RED OAK	PT-1	TEMP	F-1	EXIST	PT-1	H-8, H-5	J-4	---	HW-1	SEE GENERAL NOTE 5
107B	WAITING ROOM	D1	WOOD	3'-3" x 8'-0" x 1-3/4"	RED OAK	PT-1	TEMP	F-1	EXIST	PT-1	H-8, H-5	J-4	---	HW-1A	SEE GENERAL NOTE 5
108A	WORK ROOM	D2	WOOD	5'-5" x 7'-10" x 1-3/4"	RED OAK	PT-1	TEMP	F-2	EXIST	PT-1	H-8 (SM), H-5 (SM)	J-5	---	HW-2	SEE GENERAL NOTE 5
108B	WORK ROOM	D2	WOOD	5'-5" x 7'-10" x 1-3/4"	RED OAK	PT-1	TEMP	F-2	EXIST	PT-1	H-8 (SM), H-5 (SM)	J-5	---	HW-2	SEE GENERAL NOTE 5
201A	GAITHERSBURG COMMUNITY MUSEUM	D4	WOOD	PAIR 2'-4" x 8'-2" x 1-3/4"	RED OAK	PT-1	TEMP	F-4	EXIST	PT-1	H-7, H-4	J-3	---	HW-3A	SEE GENERAL NOTE 5
201B	GAITHERSBURG COMMUNITY MUSEUM	D4	WOOD	PAIR 2'-4" x 8'-2" x 1-3/4"	RED OAK	PT-1	TEMP	F-4	EXIST	PT-1	H-7, H-4	J-3	---	HW-3	SEE GENERAL NOTE 5
201C	GAITHERSBURG COMMUNITY MUSEUM	D4	WOOD	PAIR 2'-4" x 8'-2" x 1-3/4"	RED OAK	PT-1	TEMP	F-4	EXIST	PT-1	H-7, H-4	J-3	---	HW-3	SEE GENERAL NOTE 5
201D	GAITHERSBURG COMMUNITY MUSEUM	D4	WOOD	PAIR 2'-4" x 8'-2" x 1-3/4"	RED OAK	PT-1	TEMP	F-4	EXIST	PT-1	H-7, H-4	J-3	---	HW-3	SEE GENERAL NOTE 5

GENERAL DOOR NOTES

- PROTECT FROM DAMAGE ALL EXISTING CONSTRUCTION TO REMAIN, PATCH AND REPAIR AS REQUIRED TO MATCH EXISTING CONDITION.
- NOT USED -
- ALL GLAZING IN DOORS TO BE TEMPERED AND INSULATED WITH SIMULATED DIVIDED LITES.
- ALL EXISTING CASING, REMOVED DURING REPLACEMENT, SHALL BE REPAIRED OR REPLACED AS NEEDED TO A LIKE-NEW CONDITION.
- REPLACE TRANSOM W/ FIXED WINDOW, INSULATED GLAZING, MUNTIN PATTERNS TO MATCH EXISTING, FROM SAME MANUFACTURER AS WINDOWS.

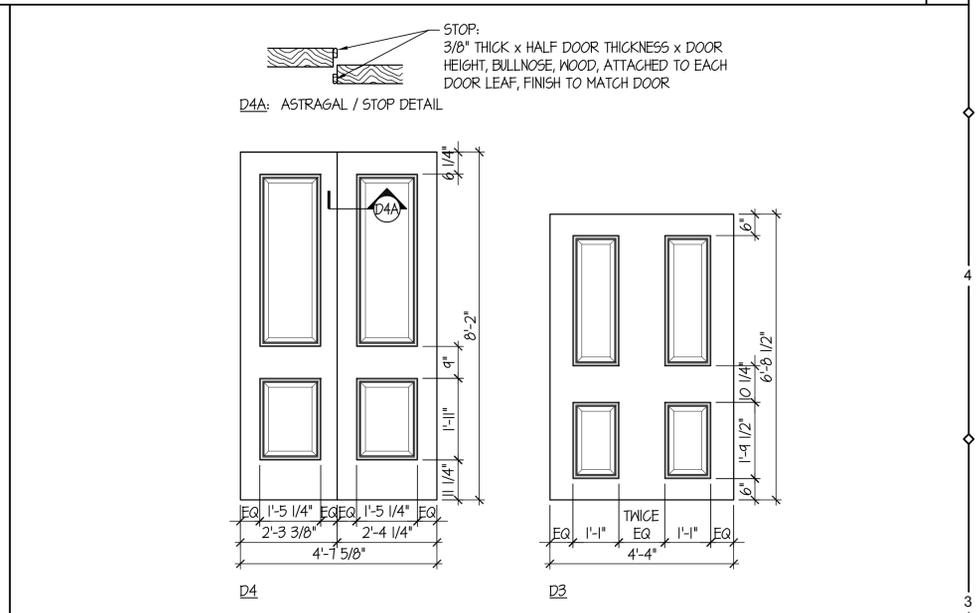
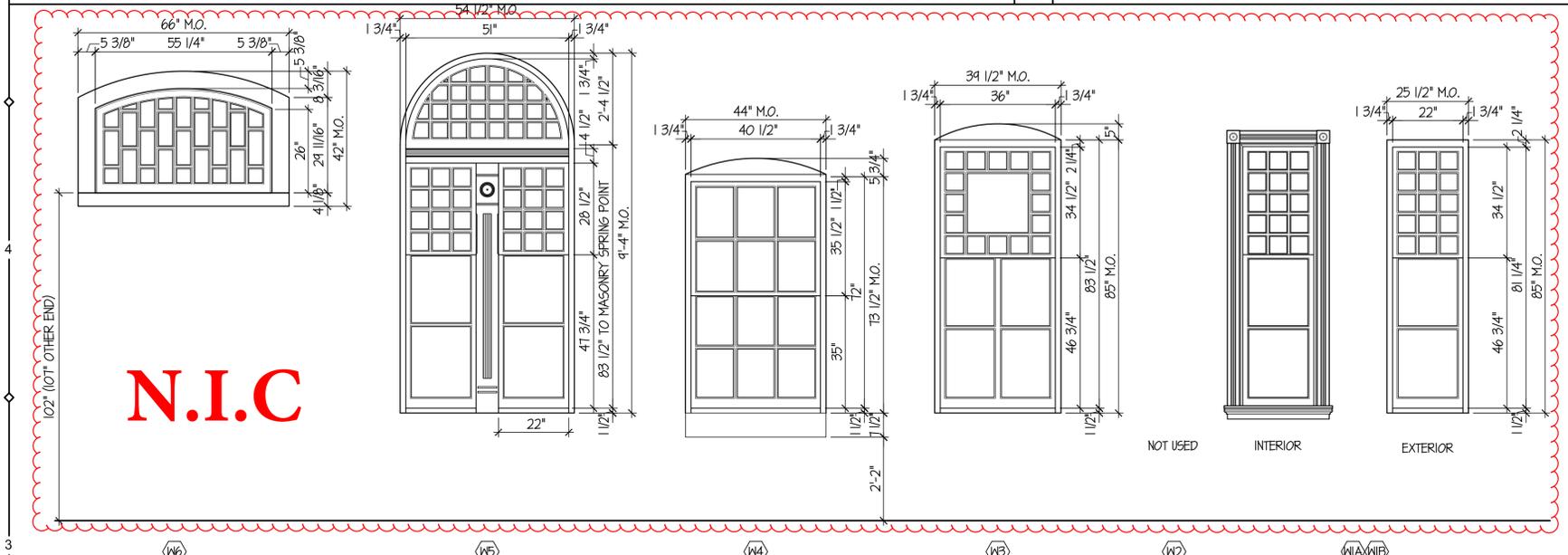
KEY TO DOOR SCHEDULE

FINISH:
PT-1: MANUF: OLYMPIC
COLOR: TBD
SHEEN: SEMI-GLOSS
APPLICATION: EXTERIOR & INTERIOR OF DOOR FRAMES & CASING

PT-2: MANUF: OLYMPIC
COLOR: TBD
SHEEN: FLAT
APPLICATION: INTERIOR WALLS ADJACENT TO NEW WORK

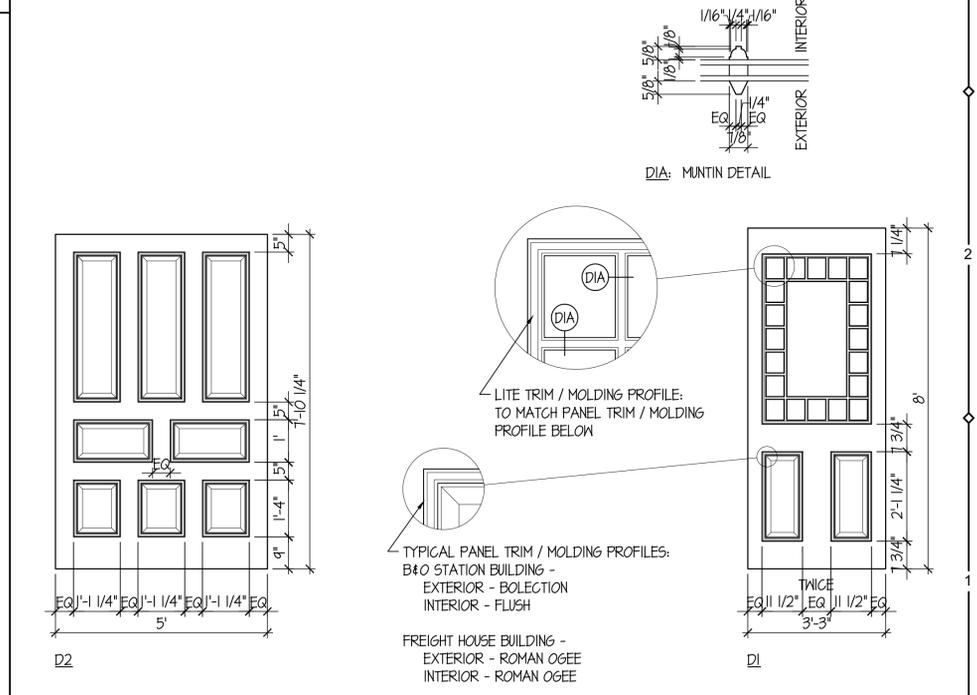
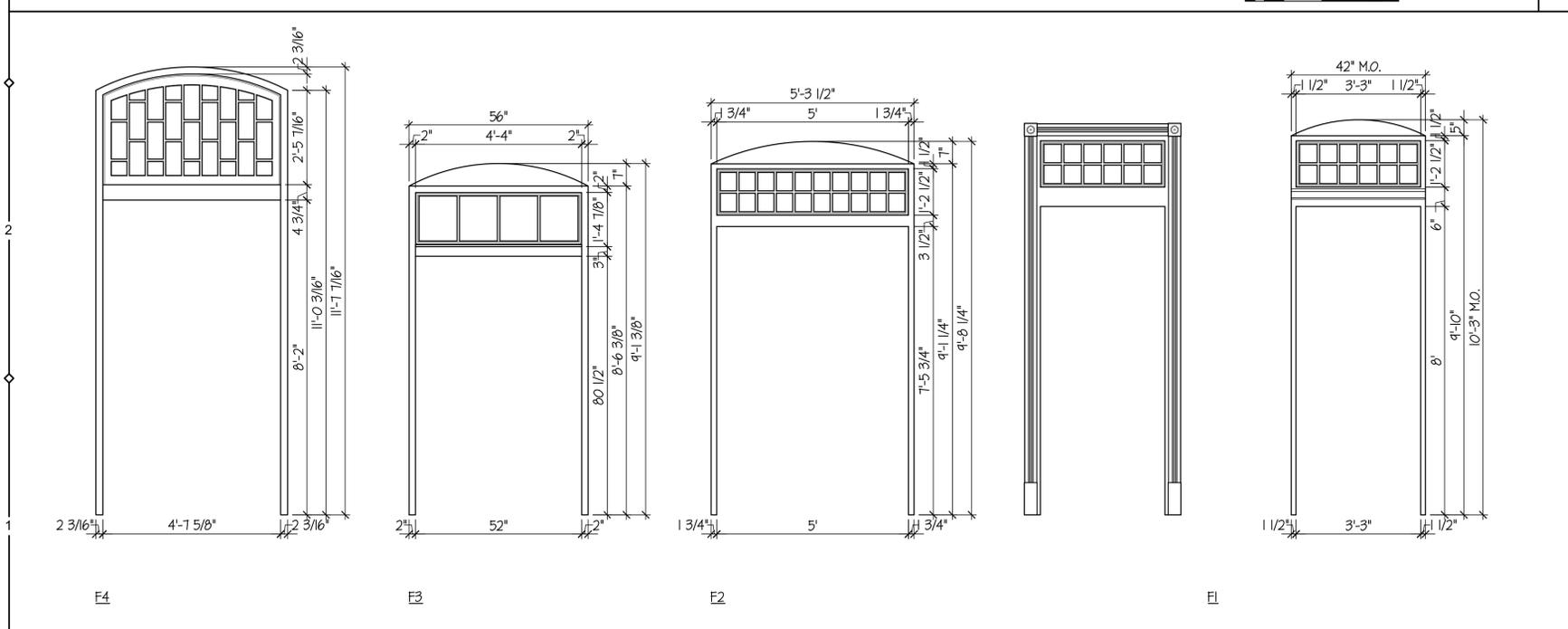
WINDOW SCHEDULE

E5 ELEVATIONS: DOOR FRAMES



ELEVATIONS: WINDOW TYPES

C3 ELEVATIONS: DOOR TYPES



ELEVATIONS: DOOR FRAMES

D1 ELEVATIONS: DOOR TYPES

GAITHERSBURG
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DOORS, WINDOWS & FRAMES REPLACEMENT
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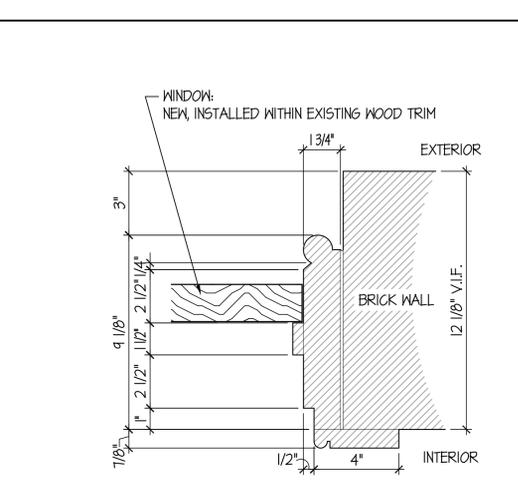
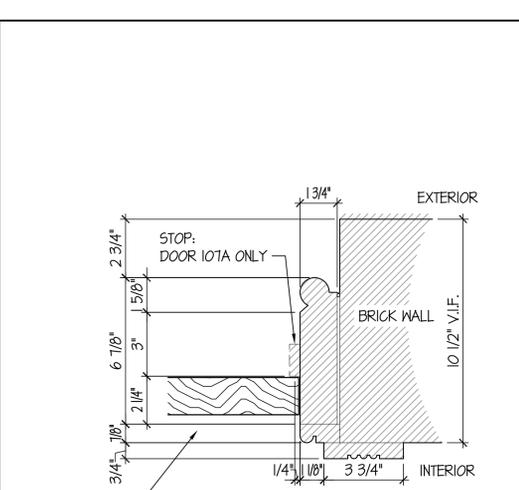
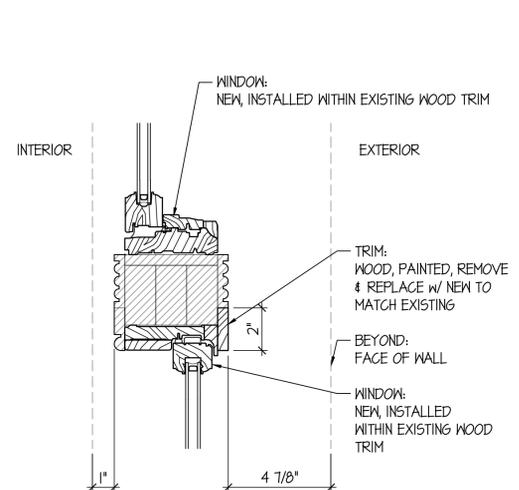
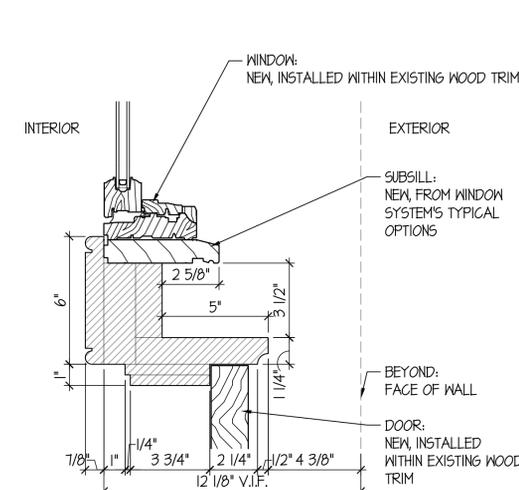
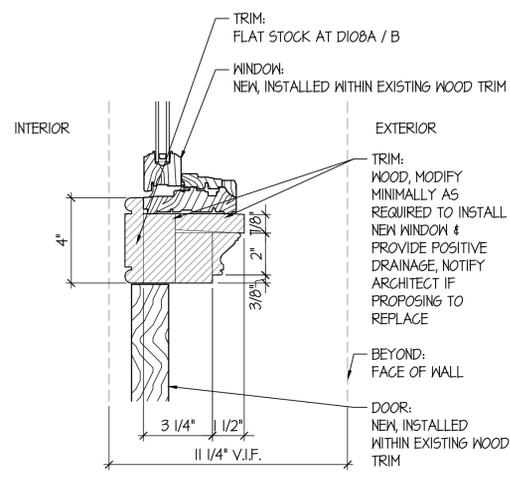
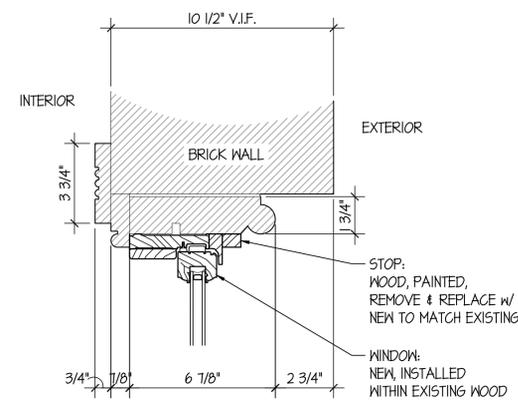
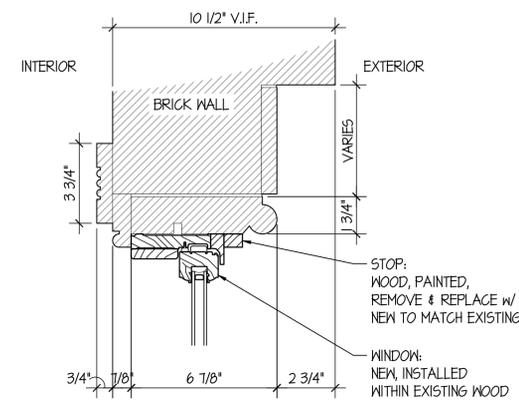
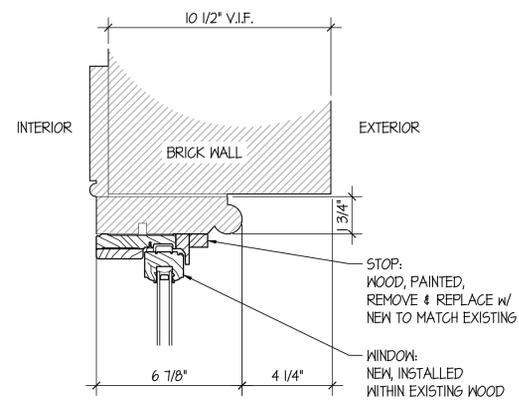
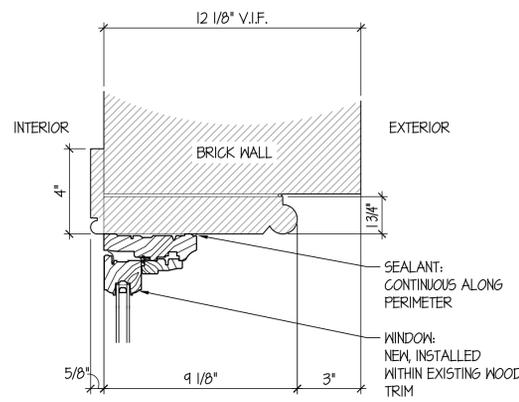
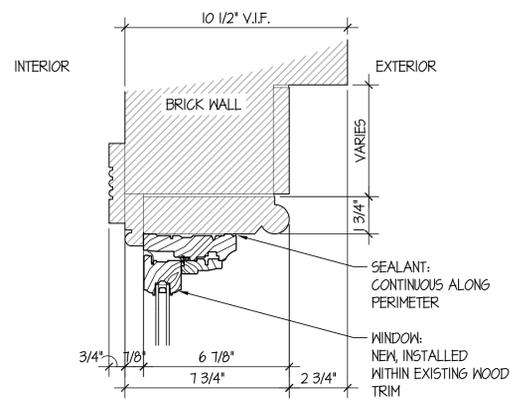
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No.	Date	Revision

Project No.: 14.153
Date: 19 NOVEMBER 2014
Scale: AS NOTED
Edition: 95% CONSTRUCTION DOCUMENTS
Dwg Name: SCHEDULES: DOORS & WINDOWS
Drawing No. A601

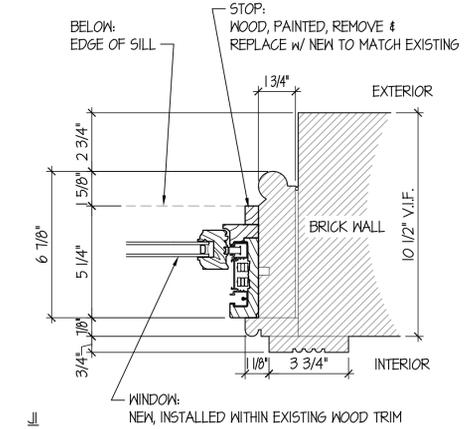
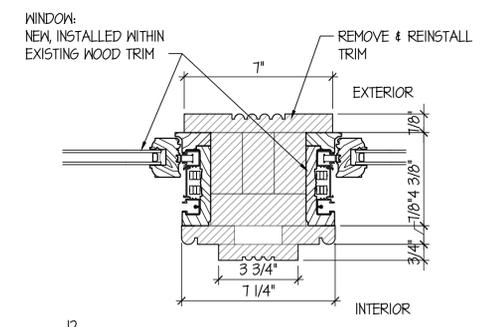
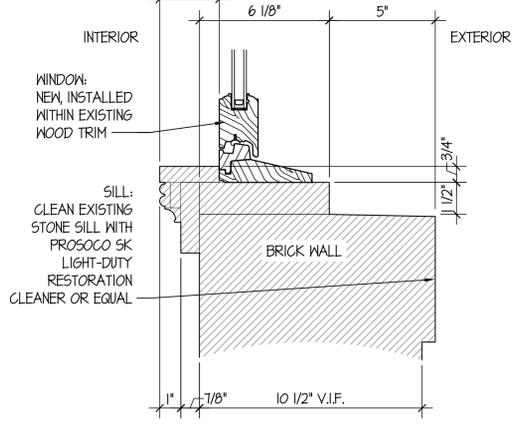
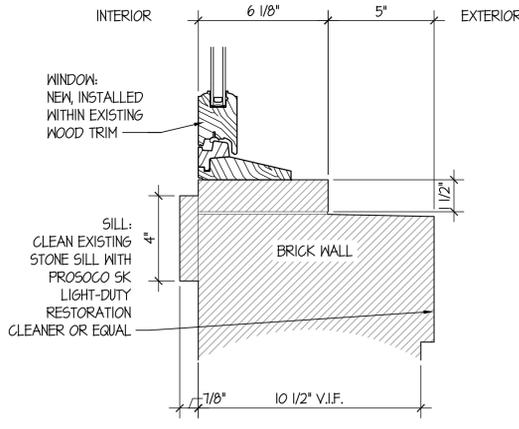
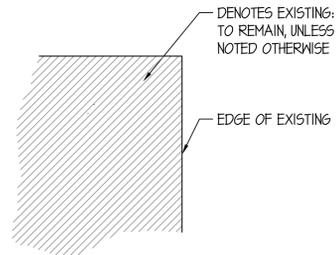


INTERIOR STORM WINDOWS INSTALLATION ARE NOT IN CONTRACT

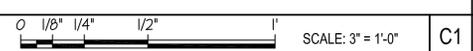
DETAILS: HEADS FOR TRANSOMS & WINDOWS



C3

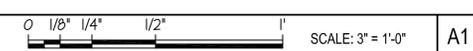


DETAILS: SILLS FOR WINDOWS



C1

DETAILS: JAMBS FOR DOORS & WINDOWS



A1

GAITHERSBURG
B&O STATION AND FREIGHT HOUSE
DOORS, WINDOWS & FRAMES REPLACEMENT
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SANDERS DESIGNS ARCHITECTS
PLANNERS

No.	Date	Revision

Project No.: 14.153
 Date: 19 NOVEMBER 2014
 Scale: 3" = 1'-0"
 Edition: 95% CONSTRUCTION DOCUMENTS

Dwg Name: DETAILS: DOORS & WINDOWS
 Drawing No.

A602

GAITHERSBURG B&O MUSEUM DOORS REPLACEMENT

BID DOCUMENTS



Gaithersburg
A CHARACTER COUNTS! CITY

Architect:
Sanders Designs

Electrical Engineer:
KBD Engineering

13 July 2015

Sanders Designs project No.: 14.153

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SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Gaithersburg B & O Museum - Doors Replacement.
- B. Owner's Name: The City of Gaithersburg.
- C. The Project consists of the removal and replacement of exterior doors and repair of select associated frames. Associated electrical connections for the addition of access controls shall also be installed. Storm windows are to be installed on the building interior side of the windows in the Station House. Security Cameras are to be installed onto the Freight House under a separate contract, but must be coordinated with the work under this contract.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 4100.
- B. Scope of new construction is shown on the drawings.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary
- B. Section 01 7800 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Provide to the Architect and Owner each a copy of a schedule of submittals. To include:
 - a. Submittal number.
 - b. Item name.
 - c. Specification section number.
 - d. Anticipated submission date.
 - e. Space for review determination.
 - f. Space for date of return.
 - g. Similar spaces for re-submissions.
- D. Contractor to record minutes and distribute electronic PDF copies within two days after meeting to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
 - 1. At least two business days prior to each meeting send an electronic PDF copy of the agenda to Architect, Owner, and other anticipated participants.

- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to Work.
- E. Contractor to record minutes and distribute electronic PDF copies within two days after meeting to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.

- B. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF file; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 7800.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each electronic submittal for review, allow 10 business days.
- G. For each non-electronic submittal for review, allow 15 business days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Control of installation.
- D. Tolerances.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4216 - Definitions.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2013a.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. Secretary of the Interior Standards for Historic Preservation.

1.04 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to, or exceeds, specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 4216

DEFINITIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. The following terms shall have the meanings ascribed to them in this Section, wherever they appear in the Contract Documents.
- B. Related Sections include the following:
 - 1. Divisions 02 through 48 Sections for specific requirements for demonstration and training for products in those Sections.

1.03 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- C. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- D. Approved: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. CADD: Computer-Aided Design and Drafting, the use of computer systems to assist in the creation, modification, analysis, or optimization of a design and the drawings that document said design.
- F. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- G. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- H. Construction Waste: Building and site improvement materials and other solid waste

resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

- I. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- J. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- K. Directed: A command or instruction by Architect. Other terms including “requested,” “authorized,” “selected,” “required,” and “permitted” have the same meaning as “directed.”
- L. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- M. Event: The starting or ending point of an activity.
- N. Experienced: When used with an entity or individual, “experienced” means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- O. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- P. Float: The measure of leeway in starting and completing an activity.
 - a. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource, available to both parties as needed to meet schedule milestones and Contract completion date.
 - b. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - c. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- Q. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- R. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including “shown,” “noted,” “scheduled,” and “specified” have the same meaning as “indicated.”
- S. Informational Submittals: Written and graphic information and physical samples that do not require Architect’s responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as “informational submittals.”
- T. Install: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- U. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

- V. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- W. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerance. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- X. PDF: Portable Document Format, an open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- Y. Pre-construction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- Z. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- AA. Project Site: Space available for performing construction activities. The extent of Project site is shown on drawings and may or may not be identical with the description of the land on which Project is to be built.
- AB. Provide: Furnish and install, complete and ready for the intended use.
- AC. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- AD. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- AE. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
1. Construction Waste:
 - a. Masonry and CMU
 - c. Lumber
 - e. Wood sheet materials
 - g. Wood trim
 - i. Metals
 - b. Insulation
 - d. Carpet and pad
 - f. Gypsum board
 - h. Piping
 - j. Electrical conduit.
 - k. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper
 - 3) Cardboard
 - 5) Boxes
 - 7) Wood crates
 - 2) Polystyrene packaging
 - 4) Plastic sheet & film
 - 6) Plastic pail
- AF. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- AG. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- AH. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- AI. Resources Loading: The allocation of manpower and equipment necessary for the completion of an activity as schedules.
- AJ. RFI: Request(s) For Interpretation from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - a. Limit quantity of power tool connections to existing facilities as to not overload the existing panel(s).
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities located at the B & O Train Station, between the hours of 5:00 am and 3:00 pm, Monday through Friday. is permitted.
- C. Use of existing facilities located at the B & O Freight House is not permitted.
- D. Maintain daily in clean and sanitary condition.
- E. At end of construction, return facilities to same or better condition as originally found.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.

- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 1000 - Summary - : Lists of products to be removed from existing building.
- C. Section 01 4000 - Quality Requirements: Product quality monitoring.
- D. Section 01 5000 - Temporary Facilities and Controls

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
 - 3. Made of wood from newly cut old growth timber.
 - 4. Containing lead, cadmium, asbestos.

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.

- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, except payment procedures.
- F. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- D. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.

- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

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

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations best suited for continued Owner occupancy.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
 2. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including, but not limited to, Electrical and Security): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 ADJUSTING

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

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- I. Clean Owner-occupied areas of work.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings : Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.
- G. In addition to paper Record Documents, provide on CD-ROM with copies of final Record Documents in PDF to Owner and Architect.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 business days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove portions of existing building including, but not limited to the following:
 - 1. Exterior doors in locations designated on the drawings to receive new doors.
 - 2. Exterior door frames in locations scheduled and detailed to receive new frames.
 - 3. Door hardware, in locations scheduled and detailed to receive new frames.
- B. Remove other items indicated, for salvage to be reinstalled.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 4. Do not close or obstruct roadways or sidewalks without permit.
 - 5. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 6. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
- E. Services (Including but not limited to Electrical and Security): Remove portions of existing systems and equipment minimally as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Remove conduits, wiring and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.
- G. Protect existing landscaping and plantings.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SUMMARY

- A. RELATED DOCUMENTS
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.
- B. SECTION INCLUDES
 - 1. Wood door frames, glazed frames.
 - 2. Wood casings and moldings.
 - 3. Hardware and attachment accessories.
- C. RELATED REQUIREMENTS
 - 1. Section 07 9005 - Joint Sealants
 - 2. Section 08 1433 - Stile and Rail Wood Doors.
 - 3. Section 09 9000 - Painting and Coating: Painting and finishing of finish carpentry items.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with electrical rough-in and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Minimum Scale of Detail Drawings: 1-1/2 inch to 1 foot (1:8).
 - 2. Provide the information required by AWI/AWMAC/WI (AWS).
- C. Samples: Submit two samples of wood trim 6 inches (152.4 mm) long.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI (AWS) for Premium Grade.
- B. Exterior Woodwork Items:
 - 1. Window Casings and Moldings: Softwood; prepare for paint finish.
 - a. If casings and/or moldings must be repaired, in part or whole, to complete the Work, Contractor shall notify Architect in writing prior to repair. Adhere to Secretary of the Interior Standards for Historic Preservation.
 - 2. Door Frames: Softwood; prepare for paint finish.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Fasteners: Of size and type to suit application. Counter-sink and infill smooth with face of wood.

2.04 ACCESSORIES

- A. Lumber for Shimming, and Blocking: Softwood lumber.
- B. Primer: Alkyd primer sealer.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 FIELD FINISHING

- A. Back prime woodwork items to be field finished, prior to installation.
- B. Paint exposed to view surfaces. Brush apply only.
- C. Paint coats, color and sheen: Match doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify electrical items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

3.03 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coat of preservative treatment on wood in contact with cementitious materials. Treat site-sawn cuts.
- C. Allow preservative to dry prior to erecting members.

3.04 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9000.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.05 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

SECTION 07 9005
JOINT SEALERS

PART 1 GENERAL

1.01 SUMMARY

- A. RELATED DOCUMENTS
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.
- B. SECTION INCLUDES
 - 1. Sealants and joint backing.
- C. RELATED REQUIREMENTS
 - 1. Section 06 2000 - Finish Carpentry
 - 2. Section 09 9000 - Paint and Coating

1.02 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.04 FIELD CONDITIONS

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

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gunnable and Pourable Sealants:
 - 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 2. DAP Products Inc.: www.dap.com
 - 3. Dow Corning Corporation: www.dowcorning.com.
 - 4. Hilti, Inc: www.us.hilti.com.
 - 5. Tremco Global Sealants: www.tremcosealants.com.
 - 6. Sherwin-Williams Company: www.sherwin-williams.com.

2.02 SEALANTS

- A. Sealants and Primers - General: Provide products having volatile organic compound (VOC) content as specified in Section 01 6116.
- B. Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Movement Capability: Plus and minus 25 percent.
 - 3. Service Temperature Range: -65 to 180 degrees F (-54 to 82 degrees C).

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

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

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 08 1433
STILE AND RAIL WOOD DOORS

PART 1 GENERAL

1.01 SUMMARY

- A. RELATED DOCUMENTS
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.
- B. SECTION INCLUDES
 - 1. Wood doors, stile and rail design; non-fire rated.
- C. RELATED REQUIREMENTS
 - 1. Section 06 2000 - Finish Carpentry: Wood door frames.
 - 2. Section 08 7100 - Door Hardware.
 - 3. Section 08 8000 - Glazing.
 - 4. Section 09 9000 - Painting and Coating: Field finishing doors.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI A208.1 - Urea-formaldehyde Emissions
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- E. WDMA I.S.6-A-07 - Window and Door Manufacturers Association.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate stile and rail materials and construction; type and characteristics.
- C. Specimen warranty.
- D. Shop Drawings: In accordance with Section 01 3000, illustrate:
 - 1. Door Number
 - 2. Door Type / Elevation
 - 3. Door Size
 - 4. Handing
 - 5. Hardware Set Number
 - 6. Details of construction
- E. Samples:
 - 1. Submit two samples of door construction, 12x12 inch (304.8 x 304.8 mm) in size cut from top corner of door.
- F. Templates: Hardware templates for hardware mounted on doors will be submitted under Section 08 7100 directly to door manufacturer immediately after acceptance of hardware schedule. Report failure to receive templates with reasonable promptness to General Contractor.
- G. Manufacturer's Installation Instructions: Indicate special installation instructions.
- H. Warranty, executed in Owner's name.

1.04 QUALITY ASSURANCE

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

1.05 STORAGE, AND HANDLING

- A. Doors shall be stored and handled in accordance with the manufacturer's recommendations and the WDMA - Appendix Section - "Care and Installation at Job Site".
 - 1. Doors shall be stored on a flat and level surface in a well ventilated dry building. Doors shall not be stored on edge and shall be protected from dirt, water and abuse.
 - 2. Doors shall not be subjected to extreme heat or humidity. HVAC systems should be set to provide a temperature range of 60 -90 degrees F and 25-55% relative humidity.
 - 3. Handle doors with clean hands or gloves. Do not drag doors across floors or other surfaces.
 - 4. Each Door shall be marked with the opening number.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Include coverage for warping beyond specified installation tolerances and defective materials.
- C. For factory finished or prime doors, warranty shall be in effect of the Life of the Installation for exterior doors.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Stile and Rail Wood Doors:
 - 1. Basis of Design: TruStile Doors, LLC.; Product WTS Series Wood
 - 2. Substitutions: Approved equal products, subject to compliance with the design and performance of this specification and as approved by Owner and Architect in accordance with Section 01 6000.

2.02 DOORS

- A. Quality Level: Custom Grade, Standard Duty performance, in accordance with AWI/AWMAC/WI (AWS).
- B. Exterior Doors: 1-3/4 inches (44.45 mm) thick unless otherwise indicated; solid lumber construction; mortise and tenon joints; water repellent treated. Apply finish as indicated on drawings.

2.03 DOOR VENEERS, STILES AND RAILS

- A. Exterior Doors:
 - 1. Veneer:
 - a. None - Stiles, Rails, Cross Bucks and Panels to be solid wood.
 - 2. Wood
 - a. Species: Mahogany.
 - b. To be used for Stiles, Rails, Cross Bucks and Panels
 - 3. Stiles and Rails:
 - a. Thickness: 1-3/4 inches.
 - b. Routing / Sticking: See drawings.
 - c. Construction
 - 1) Solid Wood.
 - 4. Bevels (Cross Bucks):
 - a. Thickness: 1/2 inches.
 - b. Routing / Sticking: See drawings.
 - 5. Panels:
 - a. Thickness: 3/4 inches.
 - b. Reveals:
 - 1) Dimensions: 5/16 inch wide, 1/8 inch deep
 - 2) Spacing: See drawings
 - 6. Muntins:

- a. Dimensions: See drawings.
- B. Adhesive:
 - 1. Type I - waterproof.
 - 2. No added urea-formaldehyde resins.

2.04 ACCESSORIES

- A. Glazing: As specified in Section 08 8000.
- B. Panel or Glass Retention Molding: Wood of same species as door facing, molded stop applied one-side, mitered corners; prepared for countersink style tamper proof screws.

2.05 FACTORY PREFITTING AND PREMACHINING

- A. Doors: Prefit and premachine doors at factory.
 - 1. Obtain accurate field measurements of hardware to verify dimensions and alignment before proceeding with machining in factory.
 - 2. Machine doors for hardware requiring cutting of doors.
 - 3. Comply with accepted hardware schedules, door frame shop drawings and with hardware templates to ensure proper fit of doors and hardware.
- B. Tolerances: Comply with WDMA tolerance requirements for prefitting.

2.06 DOOR CONSTRUCTION

- A. Factory machine doors for finish hardware in accordance with hardware requirements and dimensions. Do not machine for surface hardware.
- B. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- C. Cut and configure exterior door edge to receive weatherstripping devices. Provide edge clearances in accordance with AWI 1600.
- D. Doors shall be factory glazed with glass as specified unless otherwise indicated.

2.07 FINISHING

- A. Finish work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5 - Finishing for Grade specified and as follows:
 - 1. Primer:
 - a. Factory applied
 - b. Factory prefinished according to architect's instruction for color and sheen using AWI Section 1500 standards.
 - c. Sheen: Flat
 - 2. Finish:
 - a. Field applied
 - b. Coats: as required to match existing, minimum of two
 - c. Color: to match existing
 - d. Sheen: Semi-gloss

PART 3 EXECUTION

3.01 EXAMINATION

- A. Comply with Section 01 6000
- B. Verify existing conditions before starting work.
- C. Verify that opening sizes and tolerances are acceptable.
- D. inspect doors for any damage, manufacturing defects or prefinish inconsistency prior to installation.
- E. Do not install doors in frame openings that are not plumb or are out of tolerance for size or alignment.

- F. Notification: Notify General Contractor of unsatisfactory conditions in writing with copy to Architect.

3.02 ACCEPTANCE

- A. Beginning of work will indicate acceptance of existing conditions by installer.

3.03 PREPARATION

- A. Conditioning: Condition doors to average humidity in installation area prior to hanging.
- B. Prefitting: Prefit doors to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.
- C. Sealing: Before installation of hardware brush apply primer to all job site cut or planed surfaces.

3.04 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standards.
- B. Install doors in accordance with manufacturer's recommendations and to comply with WDMA IS 1A and NFPA 80.
 - 1. Installation: By skilled finish carpenters or factory authorized installers.
 - 2. Installer: Thoroughly familiar with the requirements of the manufacturer's door warranty as currently in effect and assure compliance with all provisions.
- C. Adjust width of non-rated doors by cutting equally on both jamb edges.
- D. Trim door height by cutting bottom edges to a maximum of 3/4 inch (19 mm).
- E. Machine cut for hardware.
- F. Coordinate installation of doors with installation of frames and hardware.
- G. Coordinate installation of glazing.
- H. Hanging:
 - 1. After sizing doors, fit for hardware as scheduled.
 - 2. Hang doors to be free of binding with hardware functioning properly.

3.05 TOLERANCES

- A. Conform to specified quality standard for fit, clearance, and joinery tolerances.

3.06 ADJUSTING AND PROTECTION

- A. Adjustment:
 - 1. Adjust doors for smooth and balanced door movement.
 - 2. Adjust closers for full closure.
- B. Protection: Advise General Contractor of proper procedures required to protect installed wood doors from damages or deterioration until acceptance of entire project.
- C. Replacement: Refinish or replace doors damaged during installation.
 - 1. Causes for Rejection: Include chips, scratches or gouges.

3.07 SCHEDULE - SEE DRAWINGS

END OF SECTION

SECTION 08 5169

STORM WINDOWS

PART 1 GENERAL

1.01 SUMMARY

A. RELATED DOCUMENTS

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

B. SECTION INCLUDES

1. Interior installation, lift-out frame, divided lites, top fixed, bottom operable
2. Interior installation, lift-out sash, fixed

1.02 SCOPE

- A.** All aluminum windows of the types and sizes shown in the plans and/or as called for in this specification shall be furnished with all necessary hardware, fasteners and miscellaneous equipment as herein specified. Quality standards shall be as described within these specifications.

B. Basis of design

1. Manufacturer: Allied Window, Inc.
2. Contact: David Martin
 - a. Office Telephone: 800-445-5411
 - b. Mobile Telephone: 513-324-0198
 - c. Facsimile: 513-559-1883
 - d. E-mail: dmartin@alliedwindow.com

1.03 WARRANTY

- A.** Manufacturer shall provide a five (5) year warranty against faulty materials, paint and workmanship.
- B.** See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 – PRODUCTS

2.01 ALLOYS.

- A.** Aluminum shall be of commercial quality and of proper alloy for window construction free from defects impairing strength and durability. All straight extruded sections shall be of 6063-T5 alloy and temper and shall have a minimum ultimate tensile strength of 22,000 P.S.I. and a yield of 16,000 P.S.I.

2.02 WINDOW MEMBERS

- A.** All sash members shall be of extruded aluminum with a 3/8" x 1" dimension. All extrusions shall be of sufficient strength to perform as designed. Window members shall have a nominal wall thickness of not less than 0.062". All corner keys shall be of extruded aluminum. High-energy foam-backed magnetic tape shall be applied to jamb rails of removable panel/assembly.

2.03 FASTENERS

- A.** All screws and other miscellaneous fastening devices incorporated shall be zinc plated, cadmium plated or other non-corrosive metals compatible with aluminum.

2.04 HARDWARE/MAGNETIC SEAL

- A.** Head receptor to be extruded aluminum U-channel with dimensions of 1/2" x 5/8" and with nominal wall thickness of not less than .046". The magnetic seal is accomplished by the use of one (1) of these jamb stop alternatives:
- B.** Foam-backed steel tape applied to U-channel noted above
 - C.** Foam-backed steel tape applied directly to prime window frame system
 - D.** Foam-backed steel tape applied to aluminum angle

- E. Steel angle or channel
- 2.05 WEATHERSTRIPPING**
 - A. Operable: Bottom rail of panel/assembly shall incorporate flexible "sill-seal" weatherstripping. Operating track jamb members shall be lined with pile weatherstripping equal to Stan-pro #525-160.
 - B. Fixed: Bottom rail of panel/assembly shall incorporate flexible "sill-seal" weatherstripping.
- 2.06 ASSEMBLY**
 - A. All windows shall be assembled in a secure and workmanlike manner. The master frame and insert frame(s) shall be of mitered head and sill. Frame rails and stiles shall be neatly joined together using extruded aluminum corner keys staked in place.
- 2.07 SASH**
 - A. Operable: The operable bottom sash shall be removable and be equipped with a full bottom rail lift handle. Heavy-duty spring-loaded latches shall be provided for variable sash positions for ventilation.
 - B. Fixed: Sash(s) shall be removable and be equipped with a full bottom rail lift handle.
- 2.08 FINISH**
 - A. The exposed surfaces of all aluminum members shall be clean and free from serious surface blemishes.
 - B. Finish shall be electrostatically applied baked acrylic enamel, or two-part polyurethane paint (air dried).
 - c. Color to match adjacent window.
 - C. Painted finish shall meet AAMA 603.6.
- 2.09 GLASS**
 - A. Glass shall be not less than "B" quality.
 - B. Standard factory glazing shall be "DSB" (1/8").
 - 1. Optional use of 5/32" or 3/16" shall be dictated by panel size.
 - C. Tempered glass shall be used in all lites.
- 2.10 GLAZING MATERIAL**
 - A. Glass shall be held in place with removable and reusable vinyl glazing splines.
 - B. Vinyl shall be manufactured from virgin polyvinyl chloride.
 - C. All corners shall be neatly mitered.

PART 7 – EXECUTION

3.01 INSTALLATION

- A. The installer shall securely fasten windows in place to a straight, plumb and level condition, without distortion of the windows and shall make final adjustments for proper operation in accordance with the manufacturer's instructions.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 GENERAL

1.01 SUMMARY

- A. RELATED DOCUMENTS
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.
- B. SECTION INCLUDES
 - 1. Hardware for wood doors.
 - 2. Electrically operated and controlled hardware.
 - 3. Thresholds.
 - 4. Weatherstripping, seals and door gaskets.
- C. RELATED REQUIREMENTS
 - 1. Section 08 1433 - Stile and Rail Wood Doors.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.1).
- D. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; Builders Hardware Manufacturers Association; 2011 (ANSI/BHMA A156.2).
- E. BHMA A156.3 - American National Standard for Exit Devices; Builders Hardware Manufacturers Association; 2008 (ANSI/BHMA A156.3).
- F. BHMA A156.4 - American National Standard for Door Controls - Closers; Builders Hardware Manufacturers Association, Inc.; 2008 (ANSI/BHMA A156.4).
- G. BHMA A156.5 - Cylinders and Input Devices for Locks; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.5).
- H. BHMA A156.6 - American National Standard for Architectural Door Trim; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.6).
- I. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000; Builders Hardware Manufacturers Association; 2012 (ANSI/BHMA A156.13).
- J. BHMA A156.15 - American National Standard for Release Devices - Closer Holder, Electromagnetic and Electromechanical; Builders Hardware Manufacturers Association; 2011 (ANSI/BHMA A156.15).
- K. BHMA A156.18 - American National Standard for Materials and Finishes; Builders Hardware Manufacturers Association, Inc.; 2012 (ANSI/BHMA A156.18).
- L. BHMA A156.21 - American National Standard for Thresholds; Builders Hardware Manufacturers Association; 2009 (ANSI/BHMA A156.21).
- M. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2012 (ANSI/BHMA A156.22).
- N. BHMA A156.31 - Electric Strikes and Frame Mounted Actuators; 2007 (ANSI/BHMA A156.31).
- O. BHMA A156.115W - Hardware Preparation in Wood Doors with Wood or Steel Frames; 2006.
- P. NFPA 101 - Life Safety Code; National Fire Protection Association; 2012.
- Q. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- D. Keying Schedule: Submit for approval of Owner.
- E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- F. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- G. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- H. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Tools: One set of all special wrenches or tools applicable to each different or special hardware component, whether supplied by the hardware component manufacturer or not.

1.04 QUALITY ASSURANCE

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

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 DOOR HARDWARE - GENERAL

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide all items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. ADA Standards for Accessible Design.
 - 3. ANSI/ICC A117.1, American National Standard for Accessible and Usable Buildings and Facilities.
 - 4. Applicable provisions of NFPA 101, Life Safety Code.
 - 5. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.
- D. Finishes: All door hardware the same finish unless otherwise indicated.
 - 1. Primary Finish: Bright brass, clear coated, on bronze base metal, 605 (approx US3).
 - 2. Finish Definitions: BHMA A156.18.
 - 3. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.

2.02 HINGES

- A. Hinges: Provide hinges on every swinging door.
 - 1. Five-knuckle hinges
 - a. Provide five-knuckle full mortise butt hinges.
 - b. All five-knuckle hinges to be ball-bearing type.
 - c. Provide non-removable pins on exterior outswinging doors.
 - d. Where electrified hardware is mounted in door leaf, provide power transfer hinges.
 - e. Comply with BHMA A156.1 and A156.7; standard weight, unless otherwise indicated.
 - f. Finial: Ball-tipped top and bottom.
 - g. Finish: Polished Brass.
 - 2. Continuous hinges
 - a. Provide Continuous full mortise butt hinges at arched doors.
 - b. Where electrified hardware is mounted in door leaf, provide power transfer hinges.
- B. Quantity of Hinges Per Door:
 - 1. Five-knuckle hinges
 - a. Doors From 60 inches (1.5 m) High up to 90 inches (2.3 m) High: Three hinges.
 - b. Doors 90 inches (2.3 m) High up to 120 inches (3 m) High: Four hinges.
 - 2. Continuous hinges
 - a. Basis of Design: Pemko "PemkoHinge™" FM Series, Standard
 - b. Doors From 60 inches (1.5 m) High up to 80 inches (2.0 m) High: 79 inch length.
 - c. Doors 84 inches (2.1 m) High up to 86 inches (2.2 m) High: 85 inch length.
 - d. For doors shorter than hinge, cut hinge per manufacturer's recommendations.
 - e. Finish: Gold Anodized (G)
- C. Manufacturers - Hinges:
 - 1. Assa Abloy Pemko: www.assaabloydss.com.
 - 2. Hager Companies: www.hagerco.com.
 - 3. Stanley Black & Decker: www.stanleyblackanddecker.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.03 PUSH/PULLS

- A. Push/Pulls: Comply with BHMA A156.6.
 - 1. On solid doors, provide matching push plate and pull plate on opposite faces.
 - 2. Basis of design:
 - a. Manufacturer: Assa Abloy Rockwood.
 - b. Style: Traditional.
 - c. Base Plate: Square corners
 - d. Length: 8 inches
 - e. Finish: Brass (BHMA 605)
 - f. Model Number: RM5522
- B. Manufacturers - Push/Pulls:
 - 1. Assa Abloy Rockwood: www.assaabloydss.com.
 - 2. Hager Companies: www.hagerco.com.
 - 3. Hiawatha, Inc: www.hiawathainc.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.04 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. Hardware Sets indicate locking functions required for each door.
 - 2. Trim:
 - a. Type: Knob.
 - 1) Location: Freight House building.
 - b. Type: Lever.
 - 1) Location: B&O Station building.

3. Lock Cylinders: Provide key access on outside unless specifically stated to have no locking or no outside trim.
- B. Electrically Operated Locks: Fail secure unless otherwise indicated.
- C. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
 1. Provide cams and/or tailpieces as required for locking devices required.
- D. Keying: Coordinate with Owner's requirements.
 1. Include construction keying and control keying with removable core cylinders.
 2. Key to existing keying system.
 3. When providing keying information, comply with DHI Handbook "Keying systems and nomenclature".
- E. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.05 CYLINDRICAL LOCKSETS

- A. Locking Functions: As defined in BHMA A156.2, and as follows:
 1. Classroom: F84, key required to lock.
- B. Manufacturers - Cylindrical Locksets:
 1. Best Access Systems, division of Stanley Security Solutions: www.bestlock.com.
 - a. Basis of Design: 9K Series
 - b. Backset: 2 3/4 inches
 - c. Core Housing: Keyless
 - d. Function: R-Classroom
 - e. Lever Type: 15-Contour angle return
 - f. Rose Style: 3 1/2 inches convex
 - g. Strike package: Standard
 - 1) Model Number: 8KS2
 - h. Finish: Brass (BHMA 605)
 - i. Model Number: 9K-3-0-R-15-D-STK-605
 2. Substitutions: See Section 01 6000 - Product Requirements.

2.06 MORTISE LOCKSETS

- A. Locking Functions: As defined in BHMA A156.13, and as follows:
 1. Entry, Deadbolt: F20, may be locked without key, free egress.
 2. Store Door: F14, deadbolt locked by key from both sides, not an emergency exit (must be unlocked during occupied hours).
- B. Manufacturers - Mortise Locksets:
 1. Best Access Systems, division of Stanley Security Solutions: www.bestlock.com.
 - a. Basis of Design: 45H Series
 - b. Core Housing: Keyless
 - c. Function: AB-Office
 - d. Lever Style: Knob
 - e. Escutcheon: wrought
 - f. Finish: Brass (BHMA 605)
 - g. Handing: See drawings
 - h. Strike:
 - 1) Type: Standard, S1
 - 2) Size: 4 7/8 inches x 1 1/4 inches x 3/32 inch
 - 3) Handing: None
 - 4) Lip: Curved
 - i. Model number: 45H-0-AB-4-J-605
 2. Substitutions: See Section 01 6000 - Product Requirements.

2.07 AUXILIARY LOCKS

- A. Locking Functions: As defined in BHMA A156.5, and as follows:
 - 1. Deadbolt, Unoccupied: E015 or F17, deadbolt by key outside and turn inside.
 - 2. Basis of Design:
 - a. Manufacturer: Best Access Systems, division of Stanley Security Solutions: www.bestlock.com.
 - b. Series: "T", Tubular
 - c. Cylinder: 8T2
 - d. Strike: Standard, number 8TSTK
 - e. Finish: Bright Brass (BHMA 605)
- B. Manufacturers - Auxiliary Locks: Same as other locks.

2.08 ELECTRIC LOCKS

- A. Mortise Lockset
- B. Core housing: Keyless
- C. Locking Function: Single-Key Deadbolt, Fail Secure.
- D. Knob Style: Round.
- E. Escutcheon: Wrought
- F. Option: Quick Connect to low voltage system
- G. Finish: Bright Brass.
- H. Handing: See drawings.
- I. Manufacturers - Electric Locks:
 - 1. Best Access Systems, division of Stanley Security Solutions: www.bestlock.com.
 - a. Model Number: 45HW-0-TDEU-4-J-605-(varies)-C
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- J. Initiation: By Card Reader.
- K. Power: Field verify location of electric panel to energize lock and card reader.
- L. Low Voltage Connection: By Owner

2.09 FLUSHBOLTS

- A. Flushbolts: Lever extension bolts in leading edge of door, one bolt into floor, one bolt into top of frame.
 - 1. Mounted to interior surface of door.
 - 2. Pairs of Swing Doors: At inactive leaves, provide flush bolts of type as required to comply with code.
 - 3. Basis of design (At Head):
 - a. Manufacturer: Assa Abloy Rockwood.
 - b. Knob: 1 inch diameter
 - c. Bolt Size: 5/8 inch
 - d. Bolt Profile: Half-round
 - e. Length: 24 inches
 - f. Bolt Throw: 9/16 inch
 - g. Guides: 4
 - h. Finish: Solid Brass (BHMA 605)
 - i. Model Number: R630-24
 - 4. Basis of design (Floor Bolt):
 - a. Manufacturer: Assa Abloy Rockwood.
 - b. Knob: 1 inch diameter
 - c. Bolt Size: 5/8 inch
 - d. Bolt Profile: Half-round

- e. Length: 12 inches
- f. Bolt Throw: 9/16 inch
- g. Guides: 3
- h. Finish: Solid Brass (BHMA 605)
- i. Model Number: R630-12
- 5. Floor Bolts: Provide dustproof strike except at metal thresholds.
- 6. Floor Bolts: Modify metal thresholds, minimally per industry standards, to accept bolt.
- B. Manual Flushbolts: Provide lever extensions for top bolt at over-size doors.
- C. Manufacturers - Flushbolts:
 - 1. Assa Abloy McKinney: www.assaabloydss.com.
 - 2. Hager Companies: www.hagerco.com.
 - 3. Ives, an Allegion brand: www.allegion.com/us.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.10 CLOSERS

- A. Closers: Complying with BHMA A156.4.
 - 1. Overhead Closers
 - a. Basis of design:
 - 1) Manufacturer: Allegion LCN
 - 2) Series Name: Super Smoothee®
 - 3) Series Number: 4040
 - 4) Type: Heavy-duty
 - 5) Mounting: Hinge (pull) side
 - 6) Cover Material: Metal
 - 7) Cover Finish: Brass
 - b. To be surface-mounted, door-mounted.
 - c. Not installed on pairs of doors.
 - d. All closers to have a hold-open.
 - B. Manufacturers:
 - 1. Overhead Closers
 - a. LCN, an Allegion brand: www.allegion.com/us.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.11 GASKETING AND WEATHERSTRIPPING

- A. Gaskets and Weatherstripping: Complying with BHMA A156.22.
 - 1. On each exterior door, provide weatherstripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.
- B. Door Bottoms:
 - 1. On each exterior door, provide door bottom sweep.
 - a. Basis of Design: Pemko "Door Shoe" model number 216GV.
 - b. Finish: Gold Anodized Aluminum.
- C. Astragals / Brush Gasketing:
 - 1. Basis of Design:
 - a. Manufacturer: Assa Abloy Pemko Manufacturing Co.
 - b. Style: 180° Concealed Fastener Retainers
 - c. Model number: 29326GNB
 - d. Size:
 - 1) Depth: 1/4 inch
 - 2) Length: height of door
 - 3) Height: 7/8 inch
 - e. Brush:
 - 1) Height: 5/8 inch
 - 2) Material: Nylon

- f. Finish: Gold
- g. Installation: On strike side of door
- D. Manufacturers - Gaskets, Weatherstripping and Door Bottoms:
 - 1. National Guard Products, Inc: www.ngpinc.com.
 - 2. Assa Abloy Pemko Manufacturing Co: www.pemko.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.12 THRESHOLDS AND STOP STRIPS

- A. Thresholds:
 - 1. Basis of Design: Pemko "Thermal Barrier Saddles".
 - a. Model number 273x3GFG
 - 2. At each exterior door, provide a threshold.
 - 3. All thresholds to be thermally broken.
 - 4. All thresholds to be no more than 1/4" high, for ADA compliance.
 - 5. Field cut threshold to frame for tight fit.
 - 6. Finish: Gold Anodized Aluminum.
- B. Stop Strips:
 - 1. Basis of Design: Pemko "Threshold Stop Strip" model number 290GSSTOP.
 - 2. Coordinate orientation of threshold to avoid attaching stop strip through thermal break in threshold.
 - 3. All stop strips to be no more than 1/4" high.
 - 4. Field cut stop strips to frame for tight fit.
 - 5. Finish: Gold Anodized Aluminum.
- C. Fasteners At Exterior Locations: Non-corroding.
- D. Manufacturers - Gasketing and Stop Strips:
 - 1. Hager Companies: www.hagerco.com.
 - 2. National Guard Products, Inc: www.ngpinc.com.
 - 3. Assa Abloy Pemko Manufacturing Co: www.pemko.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.13 SLIDING AND BIFOLDING DOOR HARDWARE

- A. Sliding Door Hardware
- B. Finishes:
 - 1. Color: Black
 - 2. Application: Powder Coat, Baked
- C. Track: 31 Series
 - 1. Length: 12 feet, cut to appropriate length in field
 - 2. Part number: 0031.00118SC
- D. Center Bracket
 - 1. Mounting: Sidewall
 - 2. Part number: 0031.00044SC
- E. End Blind
 - 1. Part number: 0031.00050SC
- F. Hanger
 - 1. Packaging: Supply in pairs
 - 2. Part number: 3110.00002SC
- G. Stay Roller
 - 1. Part number: 0154.00004SC
- H. Binder
 - 1. Part number: 0082.00005SC
- I. Flush Pull

1. Part number: 0070.00005SC
- J. Bow Handle
 1. Part number: 0191.00001SC
- K. Hasp and Staple
 1. Style: Match existing
 2. Finish: Match adjacent Flush Pull
- L. Manufacturers - Sliding and Bifolding Hardware:
 1. Richard Wilcox: www.rwhardware.com/sliding-door-hardware.
 2. Substitutions: See Section 01 6000 - Product Requirements.

2.14 MAIL SLOTS

- A. Basis of Design:
 1. Distributor: House of Antique Hardware: www.houseofantiquehardware.com
 2. Style: Arts & Crafts / Art Deco
 3. Item Number: RS-010SA-4075B
- B. Surface: Textured.
- C. Finish: Polished Brass.
- D. Dimensions:
 1. Exterior Face Plate: 13.25 inches wide by 3.50 inches high.
 2. Interior Face Plate: 13.25 inches wide by 3.50 inches high.
 3. Opening in plate: 9.50 inches wide by 1.75 inches high.
- E. Functioning: Flap pushes in to insert mail and is closed by gravity.
- F. Labels: The word "MAIL" in capital letters, cast into the flap, exterior side of door.
- G. Attachment: Bolts, secure the front and back frames to each other from the interior side of door.
 1. Type: Heavy Duty, tamper-proof.
 2. Finish: Brass.
- H. Door thickness: Accommodate from 1.250 inches to 1.875 inches.

2.15 KEY CONTROLS

- A. Key Management System: For each keyed lock on project, provide quantity of sets as requested by the Owner of numbering system as direct by Owner duplicate key tags with hanging hole and snap catch.
 1. Security Key Tags: For each keyed lock on project, provide one set of matching key tags for permanent attachment to one key of each set.
 2. Provide key collection envelopes, receipt cards, and index cards in quantity suitable to number of keys to be managed.

2.16 CARD ACCESS SYSTEM

- A. Provided: By Owner
- B. Installed: By Owner
- C. Power: By Contractor
 1. Extend from panel to Card Reader location
 2. Provide associated junction box per drawings
- D. Low Voltage: By owner

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.

- B. Verify that electric power is available to power operated devices and of the correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
 - 1. Route frame as required per hinge manufacturer's requirements.
- C. Do not install surface mounted items until finishes applied to substrate are complete.
- D. Mounting heights for hardware from finished floor to center line of hardware item: Per door hardware and door manufacturer's recommendations and to align with existing hardware locations.
 - 1. Wood doors: See Section 08 1433.

3.03 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 4000.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 01 7000.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000.
- B. Do not permit adjacent work to damage hardware or finish.

PART 4 HARDWARE SETS

4.01 SCHEDULE - ATTACHED.

- A. HW-0: Fixed door, Opening infill, Non-Fire-Rated:
 - 1. Applicable to door 104
 - 2. No hardware except as to install door in place and remain inoperable.
- B. HW-1: Swing door, Exterior Entry type, Non-Fire-Rated:
 - 1. Applicable to door 107A
 - 2. Left Hand Operation
 - 3. 1 Continuous hinge
 - 4. 1 Closer - overhead type
 - 5. 1 Cylindrical Storeroom lockset - keyed outside only
 - 6. Lever
 - 7. Weatherstripping
 - 8. Door Bottom
 - 9. Threshold
 - a. Stop Strip
 - 10. 3 Silencers
- C. HW-1A: Same as HW-1 except as described thus:
 - 1. Applicable to door 107B
 - 2. Right Hand Operation
 - 3. Electric Lock
 - 4. Card Access System / Card Reader
- D. HW-1B: Same as HW-1 except as described thus:

1. Applicable to door 101A
 - a. Right Hand Operation
 2. Applicable to door 101B
 - a. Left Hand Operation
 3. Deadbolt in lieu of Cylindrical Storeroom lockset
 4. Pull in lieu of interior lever, no exterior lever
 5. Astragal / Brush Gasket
 6. Bell: Reinstall in location as directed by End User
- E. HW-2: Sliding door, Exterior Entry type, Non-Fire-Rated:
1. Applicable to doors 108A and 108B
 2. Complete Sliding Door Hardware Kit
 - a. Track: 1
 - b. Center Brackets: 6
 - c. End Blinds: 2
 - d. Hangers: 1 pair
 - e. Flush Pull: 1
 - f. Bow Handle: 1
 - g. Stay Roller: 1
 - h. Binder: 1
 3. Locking
 - a. Hasp
 - b. Staple
 - c. Padlock: by Owner
- F. HW-3: Swing door, Exterior Entry type, Non-Fire-Rated:
1. Applicable to door 201D
 - a. Left Hand Reverse Active
 2. Applicable to door 201C
 - a. Right Hand Reverse Active
 3. 2 pair of hinges.
 4. Mortise lockset - Deadbolt over lever
 - a. Deadbolt: Keyed outside, thumbturn inside
 - b. Lever: no locks
 5. Flush bolt
 6. Dust strike
 7. Weatherstripping
 8. Door Bottom
 9. Threshold
 - a. Stop Strip
 10. 2 Silencers
- G. HW-3A: Same as HW-3 except as described thus:
1. Applicable to door 201A
 - a. Left Hand Reverse Active
 2. Electric lock
 3. Card Access System / Card Reader
- H. HW-3B: Same as HW-3 except as described thus:
1. Applicable to door 201B
 - a. Right Hand Reverse Active
 2. Mail Slot

SECTION 08 8000

GLAZING

PART 1 GENERAL

1.01 SUMMARY

- A. RELATED DOCUMENTS
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.
- B. SECTION INCLUDES
 - 1. Glass.
- C. RELATED REQUIREMENTS
 - 1. Section 08 1433 - Stile and Rail Wood Doors: Glazed lites in doors.

1.02 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2011.
- C. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- D. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- E. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2009.
- F. GANA (SM) - GANA Sealant Manual; Glass Association of North America; 2008.
- G. SIGMA TM-3000 - Glazing Guidelines for Sealed Insulating Glass Units; Sealed Insulating Glass Manufacturers Association; 2004.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit two samples 12 x 12 inch (304.8 x 304.812 x 12 inch (in size of glass units.
- C. Certificates: Certify that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and GANA Sealant Manual for glazing installation methods.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING TYPES

- 1. Application(s): All exterior glazing unless otherwise indicated.
- 2. Between-lite space filled with argon.
- 3. Thermal Resistance (U-Value): 0.77, maximum.
- 4. Total Solar Heat Gain Coefficient: 0.40, maximum.
- 5. Total Thickness: 1/2 inch (12.7 mm).

2.02 SEALED INSULATING GLASS UNITS

- A. Sealed Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Edge Spacers: Aluminum, bent and soldered corners.
 - 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.

4. Purge interpane space with dry hermetic air.

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SUMMARY

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work specified in this section.

B. SECTION INCLUDES

1. Surface preparation.
2. Field application of paints.
3. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
4. Do Not Paint or Finish the Following Items:
 - a. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - b. Items indicated to receive other finishes.
 - c. Items indicated to remain unfinished.
 - d. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - e. Floors, Pavers and Sidewalks.
 - f. Brick, and Concrete
 - g. Glass.
 - h. Plaster or Gypsumboard, unless as part of patching and repairing.

C. DEFINITIONS

1. Conform to ASTM D16 for interpretation of terms used in this section.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 2. MPI product number (e.g. MPI #47).
 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 1. Where sheen is specified, submit samples in only that sheen.

1.04 QUALITY ASSURANCE

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

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com
 - 2. Benjamin Moore & Co: www.benjaminmoore.com.
 - 3. PPG Architectural Finishes, Inc: www.ppgaf.com.
 - a. Glidden Professional, a product of PPG Architectural Coatings: www.gliddenprofessional.com.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com.
 - a. Duron, Inc: www.duron.com.
 - b. Pratt & Lambert Paints: www.prattandlambert.com.
 - 5. The Valspar Corporation: www.ValsparPaint.com.
- C. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of Maryland.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: To match existing.
- E. Colors: To match existing

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint WE-OP-3A - Wood, Opaque, Alkyd, 3 Coat:
 - 1. Semi-gloss: Two coats of alkyd enamel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-/factory-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- G. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Sand wood surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION