



NEW ROW HOUSING & REMODEL OF
INDIVIDUAL APARTMENT UNITS
FOR THE FARM LABOR CAMP
CALDWELL HOUSING AUTHORITY
CALDWELL, IDAHO

CONSTRUCTION SPECIFICATIONS

THOMPSON & KOLBO, *Architects*
A.I.A.

SPECIFICATIONS
FOR THE CONSTRUCTION OF
NEW ROW HOUSING
&
REMODELING EXISTING INDIVIDUAL HOUSES
FOR

OWNER

HOUSING AUTHORITY
CITY OF CALDWELL
Canyon County, Idaho
Calvin E. Burns, Chairman
Robert L. Kerfoot, Secretary

* * * * *

PROJECT LOCATION

See Site Location Plan
with Architect's Drawings

September 8, 1969

* 6916 *

ARCHITECT

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TECHNICAL SPECIFICATIONS

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PLAN SCHEDULE

Complete Set of Plans Bound under Separate Cover (Dated 9/8/69 - Job No. 6916) - - - - -	15 Sheets
General and Architectural Plans (Sheets A-1 Through A-10)	
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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Housing Authority, City of Caldwell, Canyon County, Idaho in the Community Room of the Home Federal Savings and Loan Association, 509 South Kimball Avenue, Caldwell, Idaho, until 3:00 PM, M.D.S.T.,

SEPTEMBER 30, 1969, for the construction of new row housing units and remodeling existing individual houses at the Caldwell Farm Labor Camp. The bids will be opened and publicly read aloud. Bids received after the time fixed for the opening will not be considered.

Work will be awarded on the following basis and will include general construction, mechanical work, and electrical work:

Unit Price #1 - Construction of 28 units of row housing consisting of 4 dwellings in each unit.

Unit Price #2 - Construction of Remodeling work required in 48 existing individual dwelling units as enumerated on Sheet # R-13 of the Plans.

Unit Price #3 - All work required by Unit #1 and Unit #2 combined into one lump sum contract.

Plans and specifications and form of contract documents may be examined at the offices of Thompson & Kolbo, Architects, or at the office of the Associated General Contractors, 110 North 27th Street, Boise, Idaho. A set of said documents may be obtained at the office of the Architect at 210 Tenth Avenue South, Nampa, Idaho upon a deposit of \$40.00. The plan deposit will be returned to actual bidders provided the plans and specifications are returned in good condition, within fourteen days after bid opening. Non-bidders will receive one-half of the deposit provided plans are returned in good condition within 14 days after bid opening.

Each bid shall be accompanied by a certified check, Cashier's check, or bidder's bond made payable to the Housing Authority, City of Caldwell, Canyon County, Idaho, for five percent (5%) of the amount of the bid.

The Owner reserves the right to reject any or all bids.

No bidder may withdraw his bid after the hour set for the opening thereof, or before award of the Contract unless said award is delayed for a period of 60 days.

BY ORDER OF:

HOUSING AUTHORITY

CITY OF CALDWELL

CANYON COUNTY, IDAHO

Calvin E. Burns, Chairman

Robert L. Kerfoot, Secretary

INSTRUCTIONS TO BIDDERS

1. GENERAL

Proposals, to be entitled to consideration, shall be made according with the following instructions. .

2. EXAMINATION OF SITE & DOCUMENTS

Before submitting a Proposal, the Bidder shall:

1. Carefully examine the drawings and specifications.
2. Visit the site of the project.
3. Fully inform himself of existing conditions, limitations, and laws.
4. Include in his bid a sum sufficient to cover all items required by Contract.
5. Rely entirely upon his own judgment in making his proposal.

3. INTERPRETATIONS

Questions regarding drawings and specifications shall be addressed to the Architect. They will be answered by bulletins or addenda addressed to all bidders. Questions received less than 72 hours before bid opening cannot be answered. Neither Owner nor Architect will be responsible for oral interpretations. All addenda issued during the time for bidding will be incorporated into contract.

4. FORM OF BID

Make bids on forms provided therefor, without interlineation or alteration. Do not include any recapitulation of the work to be done. Fill blank spaces on bid form and sign in longhand. Failure to fill in all blank spaces on the Bid Form may cause the Bid to be rejected as irregular. The Owner reserves the sole right to determine whether a bidder's bid is irregular or not. All Contractor's submitting proposals shall abide by the Owner's decision without recourse.

5. ALTERNATES

Alternate bids, other than those called for, will not be considered. Failure to bid upon all alternates called for may cause rejection of the bid.

6. BID GUARANTEE

Bid bond required with each bid equal to five percent of Base Bid. Make payable to the Owner as designated in the specifications. Bid bond must be issued by an Idaho Licensed bonding company on form approved by the Architect.

7. SUBMISSION OF BID

Enclose bid and bid guarantee in opaque sealed envelope, addressed to the Owner. Mark envelope with name of bidder and title of the work. It is bidder's responsibility to see that his bid is received at or before the time set for opening. Bids received after the hour set for opening will not be considered.

8. ORAL & TELEGRAPHIC BIDS

Oral, telephonic, or telegraphic bids or modifications will not be considered.

9. DISPOSITION OF BID GUARANTEES

Successful bidder's check or bid bond will be retained until he has entered into contract and furnished required bond. Owner reserves right to hold bid guarantees of next two low bidders until contracts are negotiated; or for a period of sixty days, whichever is the shorter time. Bid bonds of all other bidders will be released as soon as practicable after bids are opened.

INSTRUCTIONS TO BIDDERS (Cont.)

10. FORFEITURE OF BID GUARANTEE

Should a bidder fail to enter into contract and furnish bond within ten days after his proposal has been accepted, his bid guarantee will be forfeited to the Owner as liquidated damages, not as a penalty.

11. EVIDENCE OF QUALIFICATIONS

A bidder whose proposal is under consideration shall, upon request, promptly submit satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract.

12. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for the opening, unless and until the award of contract is delayed for a period exceeding sixty days.

13. OWNER'S RIGHT TO REJECT BIDS

The competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner does not obligate himself to accept the lowest or any other bid.

14. PLAN DEPOSIT

The plan deposit as called for in the "Advertisement For Bid" will be refunded to actual bidders, provided the drawings and specifications are returned unutilized and without marks and annotations within 14 days after bid opening.

Non-bidders will receive one-half of the deposit provided the documents are returned in good condition within 14 days of the bid opening.

15. CONTRACT AWARD

The Contract will be awarded to that responsible Bidder submitting the best bid, in the Owner's opinion, which will come within available funds. Alternate Bids may be selected to bring the total bid within the funds available, but not necessarily in numerical order.

16. FEDERAL APPROVALS

The work to be done under the Contract is being financed with a loan or grant or both made or insured by the United States of America acting through the Farmers Home Admin. of the Dept. of Agriculture. The Farmers Home Admin. will require approval by its authorized representatives of all contracts, attachments, and similar documents, all partial and final payment estimates, and all change orders.

PROPOSAL

Place _____

Date _____

1. In compliance with your invitations for bids dated _____ and subject to all the conditions thereof, the undersigned _____

_____ *A Corporation incorporated in the State of _____ *a partnership, or an individual doing business as _____

_____ of the City of _____, State of _____ hereby proposes to furnish and do everything required by the contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.)

2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.
3. Accompanying this proposal is a certified check or standard bid bond in the sum of _____ dollars (\$ _____) in accordance with the Notice and Instructions to Bidders.
4. The undersigned bidder agrees to execute the contract and a performance and payment bond for the amount of the total of this bid within 10 calendar days from the date when the written notice of the award of the contract is delivered to him at the address given on this proposal. The name and address of the corporate surety with which the Bidder proposes to furnish the specified performance and payment bond is as follows:

*Insert corporation, partnership, or individual as applicable.

Proposal (Continued)

5. The undersigned bidder agrees to execute, as a part of the Construction Contract, Form FHA 400-2, "Equal Opportunity Clause," which is required by Executive Order No. 11246, as amended. This is included in the Contract Documents. In this connection, the bidder states his previous experience on Form FHA 400-6, "Compliance Statement," included in the Contract Documents. (Revised 3-26-29--PN148.)
6. All the various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
7. Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract.

(Contractor)

By _____

(Title)

(SEAL - if bid is by corporation)

(Business Address)

Contractor's License No. _____

NOTE: The "Proposal" continues through succeeding pages, each of which carries the heading "Proposal."

BID PROPOSAL SCHEDULE

NOTE: Bids shall include Sales Tax and all other applicable taxes and fees.

ITEM 1: CONSTRUCTION OF NEW ROW HOUSING INCLUDED IN "C" COMPLEX, "D" COMPLEX, AND "E" COMPLEX: AND WASHATERIA CONSTRUCTION:

Item 1 - BASE BID: \$ _____

Item 1 - Alternate #1 (Delete Shower Stalls) . . .Add or Deduct \$ _____

Item 1 - Alternate #2 (Delete Washateria Remodeling). . . Deduct \$ _____

Item 1 - Alternate #3 (Delete Block Screens). Deduct \$ _____

Item 1 - Alternate #4 (Delete Textured Ceilings) . . . Deduct \$ _____

ITEM 2: REMODELING OF EXISTING INDIVIDUAL HOUSES AS SHOWN ON SHEETS R-13, R-14, and R-15:

Item 2 - BASE BID: \$ _____

Item 2 - Alternate #5 (Delete Shingles) Deduct \$ _____

ITEM 3: COMBINED BID - All work covered by Item 1 and Item 2 if awarded under one Lump Sum Contract:

Item 3 - BASE BID: \$ _____

Item 3: Alternate Bids will apply as set forth in Item 1 and Item 2 above.

Following are the subcontractors to whom work will be awarded, subject to the approval of the Owner and Architect if the Bidder is awarded the Contract:

Item 1 - Mechanical Work: _____

Item 1 - Electrical Work: _____

Item 2 - Mechanical Work: _____

Item 2 - Electrical Work: _____

Item 3: As set forth in Items 1 and 2 above.

CONSTRUCTION OF NEW ROW HOUSING
& REMODELING EXISTING INDIVIDUAL HOUSES
FARM LABOR CAMP
CALDWELL HOUSING AUTHORITY
CITY OF CALDWELL, CANYON COUNTY, IDAHO

CONTRACT PROVISIONS FOR
FARMERS HOME ADMINISTRATION OF THE
U. S. DEPARTMENT OF AGRICULTURE
LOAN AND GRANT

SECTION 4.01. STATEMENT OF WORK.

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials not furnished by the Owner and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all structures listed and itemized under the bid schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved. This Construction Contract shall be construed as including and consisting of Item 1, Item 2, or Item 3 as called for in the Architect's Specifications.

SECTION 4.02. COMPLETION OF WORK.

The Contractor shall commence the work covered by this contract within seven (7) calendar days after the date of the Notice to Proceed and shall complete the same according to the following schedule, unless the period for completion is extended as hereinafter provided.

- "E" Complex on or before April 1, 1970.
- "D" Complex on or before April 7, 1970.
- "C" Complex on or before April 15, 1970.

SECTION 4.03. CONTRACT SUM.

The Owner shall pay the Contractor in accordance with the Contractor's proposal for the performance of said work, subject to additions and deductions provided herein.

SECTION 4.04. PERFORMANCE AND PAYMENT BOND.

The Contractor shall within ten days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and payment bond in a penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Idaho and acceptable to the Owner. The expense of this bond shall be borne by the Contractor.

If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Idaho, the Owner may require another surety which the Contractor shall furnish within ten calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.

SECTION 4.05. MAINTENANCE BOND.

A maintenance bond in the amount of 20 percent of the contract price with a corporate surety approved by the Owner and the Architect/Engineer will be required. Such bond shall be provided before final payment is made to the Contractor and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

SECTION 4.06. LIQUIDATED DAMAGES.

If the work embraced by this contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages the sum of One Hundred (\$100.00) per day for each calendar day of delay per each Housing Complex (8 Row Houses at 4 units each) until the work is satisfactorily completed. Whatever sums may be due the Owner as liquidated damages for delay may be deducted from payments due the Contractor or may be collected from the Contractor or the Contractor's surety.

SECTION 4.07. PAYMENT.

Payment shall be made to the Contractor for work performed under this contract for the quantities of work as determined in accordance with Sections 4.20 and 4.21 of the contract. Payment for extra work will be made in accordance with Sections 4.10 and 4.20 of this contract.

SECTION 4.08. SERVICE OF NOTICES.

All notices required to be given hereunder shall be mailed or delivered in the case of the Owner to Thompson & Kolbo, Architects, 210 Tenth Avenue South, Nampa, Idaho, 83651, and in the case of the Contractor to _____.

SECTION 4.09. INTENT OF PLANS AND SPECIFICATIONS.

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the Owner and Architect/Engineer access thereto. Anything mentioned in the Specifications and not shown on the

Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. In case of differences between the Plans and Specifications, the Specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications, but shall immediately call them to the attention of the Architect/Engineer whose interpretation or correction thereof shall be conclusive.

SECTION 4.10. EXTRA WORK AND CHARGES.

Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on Form FHA 424-7, "Contract Change Order." In giving instructions, the Architect/Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Form FHA 424-7, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost plus a percentage, the latter agreed upon prior to starting the extra or changed work.

In method (c), "cost" shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such form as the Architect/Engineer may direct, a correct account of the several items of cost, together with vouchers. This definition and requirement applies equally to work done by subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefor.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention

is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

SECTION 4.11. CLAIMS FOR EXTRA COST.

If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Architect/Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Architect/Engineer may direct and shall present such account supported by receipts to the Architect/Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

SECTION 4.12. LICENSES AND PERMITS.

The Owner shall secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the operations to be conducted hereunder.

SECTION 4.13. OTHER WORK.

Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Architect/Engineer to secure the completion of the various portions of the work in general harmony.

SECTION 4.14. RESPONSIBILITY OF THE ARCHITECT/ENGINEER.

The term "Architect/Engineer" wherever used in this contract shall be THOMPSON & KOLBO, Architects, or his duly authorized representative. Notices of any change in the Architect/Engineer shall be given in writing by the Owner to the Contractor. The Architect/Engineer shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the Specifications, all workmanship, equipment, and materials incorporated in the work are to be of the best grade of their respective kinds for the purpose.

It shall be the duty of the Architect/Engineer to enforce the Specifications in a fair and unbiased manner, although he has the right to waive any term of the Specifications if that term is found to be unreasonable and inconsistent with the general spirit of the Specifications. If a variation from any requirement is allowed, the Architect/Engineer shall grant the same in writing with the reasons for his action outlined, and such actions will not invalidate or change the contract in any other manner.

SECTION 4.15. WAIVER.

It is expressly understood and agreed that any waiver granted by the Architect/Engineer or the Owner of any term, provision or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or surety under this contract or otherwise.

SECTION 4.16. SUPERINTENDENCE.

The Contractor shall constantly superintend all the work embraced in this contract in person or by a responsible agent who shall have in writing full authority to act for him and to carry out all the instructions given by the Architect/Engineer.

SECTION 4.17. LABOR PROVISIONS.

The Contractor and his subcontractors shall discharge whenever ordered to do so by the Architect/Engineer, any employee who is disorderly or whose conduct in the opinion of the Architect/Engineer is detrimental to the prosecution of the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen years be employed.

The work shall at all times be prosecuted under safe working conditions, and the conditions of work shall be subject to inspection and correction by the Architect/Engineer or safety inspectors of the Owner.

Form FHA 400-2, "Equal Opportunity Clause," shall be a part of this Construction Contract and shall be signed by the Contractor at the time the contract is executed.

SECTION 4.18. LIABILITY INSURANCE.

The Contractor shall procure and maintain, at his own expense, during the life of this contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the Owner for adequacy of protection, and shall include a provision preventing cancellation without ten days' prior notice to the Owner in writing. The liability insurance required is as follows:

- (a) Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of

or damage to property, arising out of or in connection with any operations under this contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$100,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$200,000.00 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$25,000.00 for all damages arising out of injury or destruction of property, (including property of the Owner) in any one accident; and a limit of liability of not less than \$50,000.00 for all damage arising out of injury to or destruction of property, including property of the Owner, during the policy period.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work, shall specifically cover all blasting operations. Certificates evidencing the issuance of such insurance, addressed to the Owner on forms approved by the Owner, shall be filed with the Owner within ten days after the date of the Notice of Award.

- (b) General Public Liability and Property Damage insurance issued to the Owner, its officials, its officers and its employees acting in the scope and course of their employment, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractor's contract, whether such operations be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or a subcontractor under him. All such insurance shall have the minimum limits of liability specified in the preceding paragraph. All such insurance policies shall be delivered to the Owner within ten days after the date of the Notice of Award.

SECTION 4.19. COMPENSATION INSURANCE.

The Contractor shall procure and maintain, at his own expense, during the life of this contract, in accordance with the provisions of the laws of the State of Idaho, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

Certificates evidencing the issuance of such insurance shall be filed with the Owner within ten days after the date of the Notice of Award.

SECTION 4.20. PAYMENTS FOR WORK COMPLETED.

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Architect/Engineer and as approved by the Owner, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all work covered by the contract.

Upon the completion and acceptance of the work, the Architect/Engineer shall issue a certificate that the work has been completed and accepted by him under the conditions of this contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including the retained percentages, but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this contract have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Architect/Engineer so certifies, the Owner shall upon the Certificate of the Architect/Engineer, and without terminating the Contract, make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

SECTION 4.21. PAYMENTS WITHHELD.

The Architect/Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.
- (f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

SECTION 4.22. MEASUREMENT OF QUANTITIES.

The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the Architect/Engineer in accordance with the methods defined in the Plans and Specifications.

SECTION 4.23. ASSIGNMENT AND TRANSFER OF CONTRACT.

The Contractor shall not assign or transfer this contract or any part thereof or any interest therein without consent in writing of the Owner and the Contractor's surety, and any such assignment or transfer without such written consent shall be null and void.

SECTION 4.24. INDEMNITY.

The Contractor shall indemnify and save harmless the Owner, the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

SECTION 4.25. SUBCONTRACTS.

The Contractor shall have full responsibility under these conditions, general provisions, Plans and Specifications for any subcontracts which he may let.

SECTION 4.26. ADJUSTMENT OF DISPUTE.

All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the Owner and the Contractor, and his decisions shall be final and conclusive upon both parties. Should the Owner and Contractor be unable to agree upon such person, a board of three arbitrators shall be chosen, one by the Owner, one by the Contractor, and the third by the two so chosen, and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the contract neglects or fails for a period of ten days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three arbitrators had been selected. The referee or arbitrators shall decide which party shall pay the cost of arbitration, and final payment to the Contractor shall not be made until the full decision of the referee or arbitrators has been rendered.

SECTION 4.27. PROTECTION OF WORK AND PROPERTY.

The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's

property and all adjacent property from injury or loss arising in connection with activities under his contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under his contract. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Architect/Engineer and Owner in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the Architect/Engineer or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Architect/Engineer or Owner.

The Contractor shall also protect adjacent property as required by law.

SECTION 4.28. LAND OF OWNER, USE OF, BY CONTRACTOR.

The Owner shall provide the land upon which the work under this contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

SECTION 4.29. LIENS.

If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.

SECTION 4.30. TIMELY DEMAND FOR STAKES AND INSTRUCTIONS.

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman or a chainman at intermittent times during the construction period. He shall not proceed until he has made timely demand upon the Architect/Engineer for, and has received from him, such stakes and and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions.

SECTION 4.31. PRESERVATION OF STAKES.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SECTION 4.32. INSPECTION.

The Architect/Engineer and his representative shall, at all times, have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the Specifications. All work done and all materials furnished shall be subject to their inspection and approval. If any work should be covered up without approval or consent of the Architect/Engineer, it must, if required by the Architect/Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Architect/Engineer and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and in that event, the Owner shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Architect/Engineer before acceptance.

No work shall be done at night without the prior approval of the Architect/Engineer.

SECTION 4.33. DEFECTIVE WORK OR MATERIAL.

The Contractor shall promptly remove from the premises all work and materials condemned by the Architect/Engineer as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the Owner may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days' time thereafter, the

Owner may, upon thirty days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

SECTION 4.34. OTHER CONTRACTS.

The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Architect/Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

SECTION 4.35. OWNER'S RIGHT TO TAKE OVER THE WORK.

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Architect/Engineer that sufficient cause exists to justify such action.

- (a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the Owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Architect/Engineer.

- (b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor.
- (c) The Owner may require the surety of the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

SECTION 4.36. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven days' written notice to the Owner and the Architect/Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Architect/Engineer shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Architect/Engineer, then the Contractor may on seven days' written notice to the Owner and the Architect/Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, any losses sustained upon any plant or materials, and a reasonable profit.

SECTION 4.37. DELAYS AND EXTENSION OF TIME.

If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Architect/Engineer, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Architect/Engineer, or by any cause which the Architect/Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect/Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Architect/Engineer. In the case of a continued cause of delay, only one claim is necessary.

This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

SECTION 4.38 RIGHT OF OCCUPANCY.

The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the Architect/Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

SECTION 4.39. UNDERGROUND OBSTRUCTIONS.

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Architect/Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

SECTION 4.40. ACCEPTANCE.

Final inspection and acceptance of the work shall be made for the Owner by the Architect/Engineer in collaboration with the Architect/Engineer for the Farmers Home Administration. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

SECTION 4.41. FINAL ESTIMATES.

Upon the completion and acceptance of the work, the Architect/Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof and shall make the final estimate of the work. The final estimate of the work must be checked and approved by both the Architect/Engineer and the Representative for the Farmers Home Administration. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained

lawfully by said Owner, shall be paid to the Contractor by the Owner in accordance with existing State laws. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and outstanding indebtedness in connection with this contract have been paid.

SECTION 4.42. CLEANING UP.

Upon completion or termination of the work, the Contractor shall, as directed by the Architect/Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor, and his surety shall be responsible therefor.

SECTION 4.43. MAINTENANCE OF SYSTEM.

The Contractor shall, for a period of one year after completion and acceptance of work, repair at his expense any leak or other failures. During the first 30 days of this period, the Contractor shall clean out any screens or valves that have become plugged with dirt and debris during this 30-day period. The 10 percent retainer on the contract payments will be held by the Owner until the end of this 30-day period. In the event that the Contractor should fail to make such repairs and adjustments or other similar work, the Owner may do so and charge the Contractor the cost of the same. At the end of the 30 days, the Contractor may at his option furnish a maintenance bond for the remaining 11 months or he may elect to have the Owner retain the 10 percent for the remainder of the period.

LABOR STANDARDS CONTRACT PROVISIONS

(1) Minimum wages.

(i) All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of clause (1) (iv) below. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The owner shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent through the Farmers Home Administration to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Farmers Home Administration shall be referred to the Secretary for final determination.

(iii) The owner shall require, 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Farmers Home Administration, shall be referred to the Secretary of Labor for determination.

(iv) The contractor may consider as part of the wages of any laborer or mechanic 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, or any bona fide fringe benefits not expressly listed in section 1 (b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when 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. Whenever practicable, the contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, 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.

(2) Withholding.

The Farmers Home Administration may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Farmers Home Administration may, after written notice to the owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b) (2) 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 clause (1) (iv) above 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.

(ii) The contractor will submit weekly a copy of all payrolls to the owner for transmission to the Farmers Home Administration. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under clause (1) (iv) above shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standard clauses of the contract available for inspection by authorized representatives of the Farmers Home Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) Apprentices.

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the owner written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) Compliance with Copeland Regulations (29 CFR Part 3).

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) 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 laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate or pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(7) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of clause (6) above, the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of clause (6) above, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by clause (6) above.

(8) Withholding for liquidated damages.

The Farmers Home Administration may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in clause (7) above.

(9) Subcontracts.

The contractor shall insert in any subcontracts clauses (1) through (8) and (10) of these provisions and such other clauses as the Farmers Home Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(10) Contract termination; debarment.

A breach of clauses (1) through (9) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

COMPLIANCE STATEMENT

Date

This statement relates to a proposed contract with

.....
(name of borrower or grantee)

who expects to finance the contract with assistance from the Farmers Home Administration, United States Department of Agriculture. I am the undersigned bidder or prospective contractor. I represent that --

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

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

.....
Signature of Bidder or Prospective Contractor

.....
Address (including Zip Code)

UNITED STATES DEPARTMENT OF AGRICULTURE

FARMERS HOME ADMINISTRATION

EQUAL OPPORTUNITY CLAUSE

Pursuant to Part III of Executive Order 11246 of September 24, 1965 and requirements issued thereunder, this agreement entitled "Equal Opportunity Clause" is hereby incorporated in and made a part of a construction contract (herein called "this contract") dated _____ between _____

(Name of borrower or grantee)

who expects to finance this contract with the aid of a loan, grant, or other financial assistance from the Farmers Home Administration, United States Department of Agriculture, and the undersigned _____

(Name of contractor)

(herein called "the contractor").

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 301 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of such Executive Order and of all relevant rules, regulations, and orders of the Secretary of Labor and of any prior authority which remain in effect.
- (5) The contractor will furnish all information and reports required by such Executive Order, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in such Executive Order and such other sanctions may be imposed and remedies invoked as provided in the such Executive Order or by any such rule, regulation, or order, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, unless exempted by such rules, regulations, or orders, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action as the Farmers Home Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The provisions of this "Equal Opportunity Clause" are not applicable to any contract not exceeding \$10,000.

Date

Contractor

REPORT FORM FOR COMPLIANCE WITH ANTI-KICKBACK PROVISIONS
(FOR FEDERAL AID PROJECTS)

WEEKLY STATEMENT OF COMPLIANCE

_____, 19 ____
I, _____, (name
of signatory party) _____ (title),
do hereby state: That I pay or supervise the payment of the persons employed by
_____ (contractor or subcontractor)
on the _____ (building or work); that during
the payroll commencing on the _____ day of _____, 19__, and ending
the _____ day of _____, 19__, all persons employed on said project
have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly to or on behalf of said _____
_____ (contractor or subcontractor) from the full weekly
wages earned by any person and that no deductions have been made either directly or
indirectly from the full weekly wages earned by any person, other than permissible
deductions, as defined in Regulations, Part 3 (29 CFR Part 3), issued by the
Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108,
72 Stat. 967; 40 U.S.C. 276c), and described below:

Total Wages	_____
Amounts Withheld:	
F.I.C.A.	_____
Federal Income Tax	_____
State Income Tax	_____
S.I.A.C.	_____
Med. and Hosp. Ins.	_____
Other	_____

Signature and Title

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of Applicant)
involving funds or credit of the U. S. Government or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF
PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR
TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

/S/ _____

(Contractor or Subcontractor)

(Date)

WLSA-1
(formerly SOL-123)
7/69

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage pre-termination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes of labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract by contractors and subcontractors on the work.

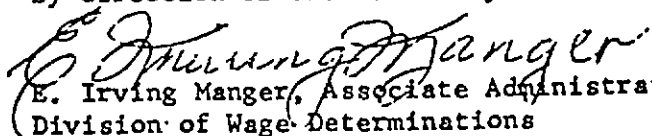
The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor,


E. Irving Manger, Associate Administrator
Division of Wage Determinations
Wage and Labor Standards Administration

DEPARTMENT, AGENCY, OR BUREAU

USDA, Farmers Home Administration
LOCATION OF PROJECT (CITY OR OTHER DESCRIPTION)
2 miles Northwest of Caldwell, Idaho
STATE

Idaho

DESCRIPTION OF WORK: Reconstruct and refurbish a farm labor camp; re-furbish and enlarge the sewage treatment facilities using the sewage lagoon process; install low-pressure concrete pipeline network for irrigation purposes; make street improvements including underground storm drain, street paving and parking areas; re-furbish the existing 17 individual houses; construct 112 two-bedroom living units with punice block construction.

INITIALS
DATE OF DIVISION
7-14-69
11-10-69

1-2-8-14-20-23-37-39-43-44-IDA-ADA-ADAM-DOI-CAN-ELM-GEM-ONY-PAY-VAL-WAS-1-2-3-r (1-2)

	FRINGE BENEFITS PAYMENTS				
	BASIC HOURLY RATES	H & W	PENSIONS	VACATION	OTHERS
ASBESTOS WORKERS	5.81	.21	.25	.35	.02
BOLTHAMERS	5.90	.30	.40	.35	.02
FOOTNOTES: HELPERS	5.60	.30			
SPICELAYERS: STONEWORKERS	5.15				
CARPENTERS:					
Carpenters; Drywall applicators;	5.00	.15	.15	.02	
Floor layers; Shinglers	5.15	.15	.15	.02	
Piledrivers	5.25	.15	.15	.02	
Millwrights; Piledriverman's boom man					
CEMENT MASONS:	4.82	.15			
Cement Masons	4.97	.15			
Gunita & composition floor; Power grinder op.; Power trowel op.	5.45	.15	.15		
ELECTRICIANS:	5.995	.15	.15		
Electricians	5.23	.145	.17	1 1/2-a	
Cable Splicers	704JR	.145	.17	1 1/2-a	
ELEVATOR CONSTRUCTORS' HELPERS	504JR			b	
ELEVATOR CONSTRUCTORS' HELPERS (PROB.)	4.50				
GLAZIERS					
IRONWORKERS: (Those parts of the counties of Adams, Valley & Washington north of the Waller-Gibsonville line)	6.22	.35	.20	.01	
Reinforcing	6.33	.35	.20	.01	
Fence erectors; Structural					
IRONWORKERS: (Remaining portions of Adams, Valley & Washington Counties & remaining Cos.)	5.14	.25	.15	.01	
Fence erectors; Rainforcing	4.75				
Structural	5.15				
LATHERS	4.10	.15	.15		
MASON MASONS					
PAINTERS: (Counties of Canyon; Gen - includes city of Elmore; Gen - includes city of Olathe; Olathe - rest of county; Valley; Washington)	4.55				
PAINTERS: (Counties of Adams; Adams; Boise; Elmore; Gen - includes city of Olathe; Olathe - rest of county; Valley; Washington)	5.02				
Brick					
Brick	4.50				
Steel	4.60				
SIG-	4.62				
Perforators	4.50				
Spray	4.97				
PAINTERS: Mountain Room AFB	5.30				
Brick	5.90				
Sandblasting; Spray gun					

	FRINGE BENEFITS PAYMENTS				
	BASIC HOURLY RATES	H & W	PENSIONS	VACATION	OTHERS
PLASTERERS	4.50	.15	.15		
PLASTERERS' TENDERS	4.10	.20	.20		.03
PLUMBERS; STEAMFITTERS	5.40				
ROOFERS:	4.10	.12	.05		
Kettlemen; Roofers					
Roofers working with coal tar & pitch products	5.60	.12	.05	.10	
SHEET METAL WORKERS	4.90	.15			
SOFT FLOOR LAYERS (except Mountain Room AFB)	4.20				
SOFT FLOOR LAYERS (Mountain Room AFB)	5.00	.15	.25		.03
SPRINKLER FITTERS	6.16				
TERRAZZO WORKERS	5.15				
TILE SETTERS	5.15				
WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.					
FOOTNOTES:					
a. Employer credits 4% basic hourly rate of employee with over 5 yrs' service, 2% basic hourly rate from 6 months to 5 yrs' service to vacation plan.					
6 paid Holidays: A through F.					
b. 2 wks' vacation with 80 hrs of straight-time pay after 1 yr's continuous service with an employer.					
PAID HOLIDAYS:					
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.					

1-JDA-SIDA-LAB-1-2-3-f (1-2)

LABORERS:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & V	PENSIONS	VACATION	APP. TR.
DRILLERS ON DRILLS WITH MANUFACTURERS RATING 3" or over-Powderman	4.40	.15	.15		
DIAMOND DRILL-Gumite Nozzleman-High-scaler-Wagon Drill	4.15	.15	.15		
BOD CARRIER-Mason Tender-Mason Tender (Concrete)-Plasterer Tender-Terrazzo Tender	4.10	.15	.15		
ASPHALT RAMER-Electric Ballast Tamper-Free Air Caisson-Form Setter, Airport Paving-Form Setter (Highway-Curb & Gutter)-Gasoline Powered Tamper-Gumman (Gumite)-Hand Guided Machines, such as Post Hole Diggers, Rotor Fillers, Trenchers, Walking Garden Tractors, etc.-Jackhammer-Manhole Setter-Paving Breaker-Pipelayer-Powderman Helper-Sandblasting-Vibrator (4" & over)	4.00	.15	.15		
AIR TAMPERS-Air & Water Nozzleman (Crete Cutter, Concrete)-Chuck Tender-Concrete Sawyer-Dumpman-Grade Checker-Gumite Nozzleman Tender-Handling Cement-Pipe Wrapper-Pumcrete & Grout Pump Crew-Signalman-Steam Nozzleman-Tar Pot Tender-Finber Paller & Bucker-Vibrator (less than 4")	3.90	.15	.15		
ASPHALT LABOR-Carpenter Tender-Choker Setter-Clearing & Grading -Concrete Crew-Cribbing & Shoring (in open ditches)-Crusher Helper-Fence Erector & installer (includes the installation & erection of fences, guard rails, guide posts, median rails, reference posts & right-of way markers)-Form Stripper-General Laborers-Heater Tender-Hopper Tender-Leveman (manual or Mechanical)-Machinery & Parts Cleaner-Power Wheelbarrow-Rip Rap Man (Hand placed)-Scouring Concrete-Sloper-Spreader & Neighman-State Jumper; Flages	3.80	.15	.15		
TUNNEL					
DRILL DOCTORS-Machinemen-Miners-Spaders & Tuggers-Spilling and/or Caisson workers-Steelmen-Timbermen	4.40	.15	.15		
FORM SETTER & Mover	4.10	.15	.15		

1-JDA-SIDA-LAB-1-2-3-f (2-2)

LABORERS CONT'D	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & V	PENSIONS	VACATION	APP. TR.
BRAYEMAN-Bullgang-Chucktender-Dumpman-Huckers-Hipper-Reboundman-Vibrator	\$3.95	.15	.15		

1-IDA-SIDA-PEO-1-2-3-h (1-2)

POWER EQUIPMENT OPERATORS:	FRINGE BENEFITS PAYMENTS				BASIC HOURLY RATES
	H & W	PENSIONS	VACATION	APP TR.	
BRANVAN-Crusher Plant Feeder (Mechanical)-Deckhand-Drill Helpers-Grade Checkers- Heater Tender-Land Plane- Ollers-Purpman- Rear Chairman	.18	.20		.02	\$4.465
AIR COMPRESSOR-Bell Roy-Bit Grinder op. Blower Op. (Cement)-Broom, Pover-Cement Hog-Concrete Mixer-Concrete Sav, Multiple Cut-Discing, Harrowing or Mulching (regardless of Motive Power)-Distributor Leverman-Drill Steel Threader Machine Operator-Fireman, All Heavy Duty Mechanic Helper or Welder Helper-Head Chainman-Hoist, Single Drum-Hydraulic Monitor Op., Sled Mounted-Oiler on Cranes and Shovels-Pugmizer, Box or Screed op.- Spray Curling Machine-Tractor, Rubber-Tired Farm Type Using Attachments	.18	.20		.02	4.595
A-FRAME TRUCK (Hydra lift, Swedish Cranes, Ross Carrier, Hyster on Construction Jobs)-Battery Tunnel Locomotive-Belt Finishing Machine-Cable Tenders (underground)-Chip Spreader Machine (Self-propelled)-Front End and Overhead Loaders and Similar Machines under 2 yds., Rubber-tired-Hoist, 2 or more Drums or Tower Hoist-Hydralift, Fork Lift & Similar (When Hoisting)-Oilers (Underground)-Power Loader (Bucket Elevator, Conveyers)-Roadman-Road Roller (Regardless of Motive Power)-Service Oiler	.18	.20		.02	4.735
ASPHALT PAVERS & SPREADERS-Boring Machines (Earth or Rock)-Quarrymaster, Joy, Tractor Mounted-Drills; Churn, Core, Calyx, or Diamond-Front End & Overhead Loaders and Similar Machines, 2 yds., & incl. 4 yds, Rubber-tired-Grount Pump-Hydra-Hammer-Instrument Man-Locomotive Engine-Longitudinal Float Machine-Mixer-Mobile-Spreader Machine- Tractor Rubber-tired, using Backhoe-Transverse Finishing Machine-Trenching Machine-Waggoner Compactor & Similar	.18	.20		.02	4.985

1-IDA-SIDA-PEO-1-2-3-h (2-2)

POWER EQUIPMENT OPERATORS: (CONT'D)	FRINGE BENEFITS PAYMENTS				BASIC HOURLY RATES
	H & W	PENSIONS	VACATION	APP TR.	
ASPHALT PLANT OPERATOR-Concrete Plant Operator-Concrete Road Paver (Dual)-Crusher Plant Operator-Elevating Grader operator-Euclid Elevating Loader-Front End and Overhead Loaders and Smaller Machines, over 4 yds. to and incl. 6 yds.-Generator Plant Op.-Mechanic (Diesel Electric)-Power Shovels & Draglines, under 1 yd.-Pumpcrete-Refrigeration Plant Operator-Road Roller (Finishing High Type Pavement)-Sub Grader	.18	.20		.02	5.125
BLADE OPERATOR (Motor Patrol)-Cranes up to and incl. 50 tons-Concrete Slip Form Paver-Derrick Operator-Front End & Overhead Loaders & Similar Machines, over 6 yds.-Hoering Scooper-Heavy Duty Mechanic or Welder-Mucking Machine (underground)-Piledriver Engineer-Power Shovels & Draglines, 1 yd. to and including 3 1/2 yds.-Tractor, Crawler, Type, including all attachments-Trimzer Machine Operator- Tournspulle, Euclid & Similar, to and including 40 yds.	.18	.20		.02	5.265
CABLEWAY OPERATOR-Cranes, Over 50 tons-Dredges-Power Shovels & Draglines over 3 1/2 yds.-Quad Type Tractors with all attachments-Tournspulls, Euclid & Similar over 40 yds.	.18	.20		.02	5.515

1-IDA-SIDA-TD-1-2-3-j (1-2)

TRUCK DRIVERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
BOTTOM DUMP TRUCK, over 50 yds. - end Dump Truck, over 50 yds. - side dump truck, over 50 yds.	\$5.36	.25	.20		
BOTTOM DUMP TRUCK, over 40 yds. thru 50 yds. - End Dump Truck, over 40 yds. thru 50 yds. - Side Dump Truck, over 40 yds. thru 50 yds.	5.26	.25	.20		
BOTTOM DUMP TRUCK, over 30 yds. thru 40 yds. - End Dump Truck, over 30 yds. thru 40 yds. - Side Dump Truck, over 30 yds. thru 40 yds.	5.16	.25	.20		
BOTTOM DUMP TRUCK, over 20 yds. thru 30 yds. - End Dump Truck, over 20 yds. thru 30 yds. - Side Dump Truck, over 20 yds. thru 30 yds. - Turnarocker & Similar Equipment	5.06	.25	.20		
TRANSIT MIX TRUCK, over 10 yds.	5.01	.25	.20		
BULK CEMENT TANKER, 96,000 lbs GVN & over - Lowboy, 96,000 lbs GVN & over	4.96	.25	.20		
BOTTOM DUMP TRUCK, over 12 yds. thru 20 yds. - End Dump Truck, over 12 yds. thru 20 yds. - Side Dump Truck, over 12 yds. thru 20 yds. - Transit Mix Truck, over 8 - 10 yds.	4.91	.25	.20		
DUMPERS-Transit Mix Trucks, over 6 - 8 yds.	4.81	.25	.20		
DISTRIBUTOR OR SPREADER TRUCK-Fuel Truck, over 1,000 gals.-Water Tank Truck, over 4,000 gals.	4.76	.25	.20		
BOTTOM DUMP TRUCK, over 6 yds. thru 12 yds. - End Dump Truck, over 6 yds. thru 12 yds. - Side Dump Truck, over 6 yds. thru 12 yds. - Transit Mix Truck, over 3 yds. - 6 yds.	4.71	.25	.20		
*1" FRAME TRUCK (Swedish Crane, Iowa 3,000, Hydro-lift)-Bulk Cement Tanker, up to 96,000 lbs GVN-Flat Bed using Power Takeoff - Fork Lift, over 3,000 lbs. (Bull Lift, Hydro Lift)-Ross, Hyster, and Similar Straddle Equipment-Semi Trailer, Low Boy, up to 96,000 lbs. 37"-Water Tank Truck, over 1,500 - 4,000 gals.	4.66	.25	.20		

1-IDA-SIDA-TD-1-2-3-j (2-2)

TRUCK DRIVERS: (Cont'd)	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
BOTTOM DUMP TRUCK, 6 yds. & under-End Dump Truck, 6 yds. & under-Side Dump Truck, 6 yds. & under-Slurry or Concrete Pumping Truck-Transit Mix Truck, 3 yds. & under-Truck Helpers Warehouse man	\$4.61	.25	.20		
BUGGYMOBILE-Flat Bed, 3 axle-Fuel Truck, 1,000 gals. & under-Creaser, Tireman, Serviceman-Man Haul, Shuttle Truck or Bus	4.56	.25	.20		
AMBULANCE DRIVER-Flat Bed, 2 axle & pick up Hauling Material-Fork Lift, 3,000 & under-Water Tank Truck, 1,800 gals. & under	4.51	.25	.20		
LEVERMAN Loading at Bunkers Underground: 10¢ additional	4.46	.25	.20		

TRUCK DRIVERS

SCHEDULE #1 (South Idaho)

Prevailing hourly wage rates for:

DEPARTMENT OF LABOR

STATE OF IDAHO

Industrial Administration Bldg.

Boise, Idaho

JOB CLASSIFICATION

BASIC

HOURLY

(Fringe Benefits)

WAGE

H & W

PENSION

APPR.

OTHER

LABORERS:

General Laborers, Sloper, Clearing and Grading, Form Stripper, Concrete Crew, Carpenter Tender, Asphalt Labor, Hopper Tender, Flagmen, Watchman, Heater Tender, Stake Jumper, Choker setter, Spreader & Weighman, Power Wheelbarrow, Scouring Concrete, Riprap man (hand placed), Fence erector & Installer (incl. the installation & erection of fences, guard rails, median rails, reference posts, guide posts, and right-of-way markers), Crusher helper, Cribbing & Shoring (in open ditches), Machinery & Parts cleaner, Leverman-Manual or mechanical ----- \$ 3.80 .15 .15

Chucktender, air tampers, Gunnite nozzleman Tender, Pipe Wrapper, Tar Pot Tender, Concrete Sawyer, Signalman, Handling Cement, Timber Faller & Bucker, Dumpman, Steam Nozzleman, Air & Water Nozzleman, (Green cutter, concrete), Grade Checker, Vibrator (less than 4"), Pumpcrete Grout Pump Crew ----- 3.90 .15 .15

Pipelayer, Free Air Caisson, Jackhammer, Paving Breaker, Powderman Helper, Asphalt Raker, Gasoline Powered Tamper, Electric Ballast Tamper, Sand Blasting, Form Setter-Airport Paving, Gunman (Gunnite), Manhole Setter, Hand Guided Machines, such as Rotor Tiller, Trenchers, Post Hole Diggers, Walking Garden Tractors, etc., Form Setter (Highway-Curb & Gutter), Vibrator (4" and over) ----- 4.00 .15 .15

SCHEDULE #1

JOB CLASSIFICATION	BASIC				
	HOURLY	(Fringe Benefits)			
	WAGE	H & W	PENSION	APPR.	OTHER
<u>LABORERS: (Cont.)</u>					
Hod Carrier, Mason Tender, Plasterer Tender, Mason Tender (Concrete), Terrazzo Tender -----	4.10	.15	.15		
Highscaler, Wagon Drill, Gunnite Nozzelman, Diamond Drill -----	4.15	.15	.15		
Drillers on Drills w/manufacturers rating 3" or over, Powderman -----	4.40	.15	.15		
Underground:					
Reboundman, Chucktender, Nipper, Dumpman, Vibrator, Brakeman, Muckers, Bullgang -	3.95	.15	.15		
Form Setter and Mover -----	4.10	.15	.15		
Miners, Machinemen, Timbermen, Steelmen, Drill Doctors, Spaders & Tuggers, Spiling and/or Caisson Workers -----	4.40	.15	.15		
<u>POWER EQUIPMENT OPERATORS:</u>					
Apprentice, Brakeman, Crusher Plant Feeder (Mechanical, Deckhand, Drill Helpers, Grade Checkers, Heater Tender, Land Plane, Oilers, Pumpman, Rear Chainman--	4.465	.18	.20	.02	
Air Compressor, Bell Boy, Bit Grinder Operator, Blower Up. (Cement), Broom (Power), Cement Hog, Concrete Mixer, Concrete Saw (Multiple cut), Discing, Harrowing or Mulching (regardless of motive power), Distributor Leverman, Drill Steel Threader Machine Op., Fireman (All), Heavy Duty Mechanic Helper or Welder Helper, Head Chainman, Hoist (single drum), Hydraulic Monitor Op. (skid mounted), Oiler on Cranes & Shovels, Pugmixer, Box or Screed Op., Spray Curing Machine, Tractor (rubber tired farm type using attach.) -----	4.595	.18	.20	.02	

SCHEDULE #1

JOB CLASSIFICATION

JOB CLASSIFICATION	BASIC	(Fringe Benefits)			
	HOURLY	H & W	PENSION	APPR.	OTHER
A-Frame Truck (Hydra lift, Swedish Cranes, Ross Carrier, Hyster on Const. Jobs), Battery Tunnel Locomotive, Belt Finishing Machine, Cable Tenders (underground), Chip Spreader Machine (self-propelled), Front End and Overhead Loaders, and similar machines under 2 yds., Rubber Tired, Hoist (2 or more drums or tower hoist), Hydralift, (Fork Lift & similar), (when hoisting); Oilers (Underground), Power Loader (bucket elevator, conveyors), Rodman, Road Roller (regardless of motive power), Service Oiler -----	4.735	.18	.20	.02	.
Asphalt Pavers & Spreaders, Boring Mach. (Earth or Rock - Quarrymaster, Joy, Tractor Mounted), Drills (Churn, Core, Calyx or Diamond), Front End & Overhead Loaders & similar machines (2 yds & incl. 4 yds, rubber tired), Grout Pump -----	4.985	.18	.20	.02	.
Hydra-Hammer, Instrument Man, Locomotive Engineer, Longitudinal Float Machine, Mixermobile, Spreader Machine, Tractor (rubber tired), (using Backhoe), Transverse Finishing Machine, Trenching Machines, Waggoner Compactor & similar -----	4.985	.18	.20	.02	.
Asphalt Plant Operator, Concrete Plant Op., Concrete Road Paver (dual), Crusher Plant Op., Elevating Grader Op., Euclid Elevating Loader, Front End & Overhead Loaders & sim. machines (over 4 yds to & incl. 6 yds), Generator Plant Operator-Mechanic (diesel electric), Power Shovels & Draglines (under 1 yd.), Pumpcrete, Refrigeration Plant Op., Road Roller (finishing high type pavement), Sub Grader -----	5.125	.18	.20	.02	.

SCHEDULE #1

JOB CLASSIFICATION

BASIC HOURLY	(Fringe Benefits)			
	WAGE	H & W	PENSION	APPR. OTHER

POWER EQUIPMENT OPERATORS: (Cont.)

Blade Operator (motor patrol), Cranes (up to & incl. 50T), Concrete Slip Form Paver, Derrick Op., Front End & Over-head Loaders & similar mach. (over 6 yds), Koering-Scooper, Heavy Duty Mech. or Welder, Mucking Mach. (underground), Piledriver Engineer, Power Shovels & Draglines (1 yd. to & incl. 3-1/2 yds.) Tractor (crawler type, incl. all attach.), Trimmer Mach. Op., Tournapulls, Euclid & similar (to & incl. 40 yds.) ----- 5.265 .18 .20 .02

Cableway Op., Cranes (over 50T), Dredges, Power Shovels & Draglines (over 3-1/2 yds.), Quad type tractors with all attach., Tournapulls, Euclid & similar (over 40 yds.) ----- 5.515 .18 .20 .02

Undergroundmen shall be paid 10% add'l.-except op. of mucking mach. 7 battery tunnel locomotives and oilers and cable tenders.

TRUCK DRIVERS:

Leverman Loading at Bunkers ----- 4.46 .25 .20

Flat Bed (2 axle & pickup hauling material), Water Tank Truck (1800 gals. & under), Fork Lift, (3,000 & under); Ambulance Driver ----- 4.51 .25 .20

Flat Bed (3 axle), Fuel Truck (1000 gals. & under), Greaser, Tireman, Serviceman, Buggymobile, Man Haul, Shuttle Truck or Bus ----- 4.56 .25 .20

Transit Mix Truck (3 yds. & under), Warehouseman, Truck Helpers, Slurry or Concrete Pumping Truck ----- 4.61 .25 .20

Flat Bed using Power Takeoff, Water Tank Truck (over 1800 - 4000 gal.), Semi-Trailer, Low Boy (up to 96000 lbs. GVW), Bulk Cement Tanker (up to 96000 lbs. GVW), Fork Lift (over 3000 lbs - Bull Lift, Hydro Lift), Ross, Hyster & similar Straddle equip., "A" Frame Truck (Swedish Crane, Iowa 3000, Hydro-lift) ----- 4.66 .25 .20

SCHEDULE #1

JOB CLASSIFICATION	BASIC				
	HOURLY	(Fringe Benefits)			
	WAGE	H & W	PENSION	APPR.	OTHER
<u>TRUCK DRIVERS:(Cont.)</u>					
Transit Mix Truck (over 3 yd.-6 yd.)-----	4.71	.25	.20		
Water Tank Truck (over 4000 gal), fuel truck (over 1000 gal), Distributor or Spreader Truck -----	4.76	.25	.20		
Transit Mix Truck (over 6 - 8 yds.), Dumptors -----	4.81	.25	.20		
Transit Mix Truck (over 8 - 10 yds) -----	4.91	.25	.20		
Low Boy (96000 lbs GVW & over), Bulk Cement Tanker (96000 lbs. GVW & over)--	4.96	.25	.20		
Transit Mix Truck (over 10 yds.) -----	5.01	.25	.20		
** Turnarocker & similar equipment -----	5.06	.25	.20		
Truck, Side, End & bottom dump					
6 yds & under -----	4.61	.25	.20		
Over 6 yds - incl. 12 yds.-----	4.71	.25	.20		
Over 12 yds - incl. 20 yds.-----	4.91	.25	.20		
Over 20 yds - incl. 30 yds.-----	5.06	.25	.20		
Over 30 yds - incl. 40 yds.-----	5.16	.25	.20		
Over 40 yds - incl. 50 yds.-----	5.26	.25	.20		
Over 50 yds -----	5.36	.25	.20		
**2 or 4 wheeled power tractor 2/trailer, i.e., Tournatrailer; Athey Wagon, Terra Cobras, LeTourneaus, Westinghouse; DW-10, 20, 21, and 24; 619C & sim. type equip. when transporting material loaded by external means; also power boom & sim. type truck when performing work within the Teamster jurisdiction regardless of types of attachment--Base rate from Group 12 or yardage scale from Group 13, whichever is greater.					

SCHEDULE #5

SOUTHWESTERN IDAHO: LOWER PART OF IDAHO COUNTY, ALL OF ADAMS, VALLEY, WASHINGTON,
PAYETTE, GEM, BOISE, CANYON, ADA, ELMORE, AND OWYHEE COUNTIES.

JOB CLASSIFICATION	BASIC				
	HOURLY	(Fringe Benefits)			
	WAGE	H & W	PENSION	APPR.	OTHER
<u>BUILDING & HIGHWAY CONSTRUCTION:</u>					
Asbestos Workers -----	\$ 5.81	.21	.25		
Boilermaker, Field -----	5.90	.30	.40	.02	.30 Vac.
Helpers -----	5.60	.30	.40	.02	.30 Vac.
Glaziers -----	4.50				.14 Vac.
Painters, Brush, Paperhangers -----	4.90	.16			
Preparatory work for painting -----	4.90	.16			
Spray gun & sandblasting -----	5.37	.16			
Pot tenders -----	5.37	.16			
Painters, Brush, Steel (Bridges, steel towers, tanks on legs, steeples, stacks, all structural steel incl. any and all pipes and conduit that might be attached or separate) -----	4.90	.16			
Painters, application of toxic chemical materials &, but not restricted to, such materials as Bitumastic coatings--	5.37	.16			
Sign Painters -----	5.02	.16			
Perfa Tapers -----	4.70	.16			
Bazooka Operator -----	4.90	.16			
Roller Operator, Pressure -----	5.37	.16			
(All swing stage work or work above 30' in height, and up to 50', the rate of pay will be 35¢ above scale, up to 100', \$1.00 above scale and 50¢ per 50' above 100')					
Plasterers -----	4.75				
Electrician-Cable Splicer -----	6.33	.15	.1%		
Journeyman-----	5.75	.15	.1%		
(Hazard rate will be 10% above existing rates)					
Electrician Line Construction over 34.5 KV					
Journeyman Lineman, Certified Welder---	5.28	.15	.1%	.1%	
Equipment Operator -----	4.83	.15	.1%	.1%	
Groundman -----	3.99	.15	.1%	.1%	
Cable Splicer 10% above Journeyman rate					
Electrician Line Construction under 34.5KV					
Journeyman Lineman, Certified Welder---	5.10	.15	.1%	.1%	

JOB CLASSIFICATION

BASIC	(Fringe Benefits)			
HOURLY				
WAGE	H & W	PENSION	APPR.	OTHER

BUILDING & HIGHWAY CONSTRUCTION (Cont.)

Equipment Operator -----	\$ 4.59	.15	.1%	.1%	
Groundman -----	3.94	.15	.1%	.1%	
Soft Floor Layer, Carpet & Linoleum -----	4.65				
Lathers -----	4.75				
Plumbers, Journeyman -----	5.40	.20	.20	.03	
Steamfitters, detailed man, pipe-bender, Processing Piping, Materialman, Layoutman -----	5.75	.20	.20	.03	
Iron Workers-Struct., ornamental, reinforcing, machinery mover, rigger & machinery erectors, welder, fence erector, sheeter -----	5.54	.25	.15	.01	
Carpenters -----	5.00	.15	.15	.02	
Floor layer, shingler, drywall applicator & installer of metal studs, metal framing, accoustical material, metal partitions, porcelain, enamel & metal panels, marlite & rigid or flexible plastics, laminatus, weather stripping, and insulation -----	5.00	.15	.15	.02	
Saw Filer -----	5.15	.15	.15	.02	
Stationary Mach. Operator -----	5.15	.15	.15	.02	
Piledriver Boomman -----	5.25	.15	.15	.02	
Millwright & Machine erector -----	5.25	.15	.15	.02	
Piledriver, bridgemen, Wharf Bldr. -----	5.15	.15	.15	.02	
Cement Mason -----	4.82	.15			
Gunnite operator & comp. floor layer; power trowel and Power grinder (Oper.)- -----	4.97	.15			
Sheet Metal -----	5.03	.22			.20 Vac.
Bricklayer, brick masons, tile setters, marble mason, block layers, terrazzo workers -----	5.40	.20			
Roofers, (Journeymen & Kettlemen) -----	4.40	.13	.10		
Coal Tar & Pitch Pro. -----	5.90	.13	.10		

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____

as Principal, and _____

as Surety, are held and firmly bound unto _____

_____, hereinafter called the Owner, in the full and penal sum of five per cent (5%) of the total amount of the proposal of said Principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has this day submitted a sealed proposal for _____

_____.

NOW, THEREFORE, if the said Principal shall be awarded and shall duly make and enter into a contract with the Owner in accordance with the terms of said proposal and award, and shall within ten (10) days after presentation of the contract furnish a bond acceptable to the Owner for the faithful performance of such contract, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, this _____ day of _____, 19__.

Witness: _____

(If Individual or Firm) (Principal)

Attest: _____ By _____

(If Corporation) (Title)

(CORPORATE SEAL)

(Surety)

(Attorney-in-Fact)

Attest: _____ By _____

(Title)

(SEAL OF SURETY)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into, in quadruplicate, this _____ day of _____, 1969, by and between the Housing Authority, City of Caldwell, Canyon County, Idaho, hereinafter called the Owner, party of the first part, and _____ of _____, hereinafter called the Contractor, party of the second part.

WITNESSETH: That the Contractor, in consideration of the sum to be paid to him by said Owner, in the manner and at the time hereinafter provided, and of other covenants and agreements herein contained, hereby agrees for himself, his heirs, administrators, successors, and assigns, to construct _____

to furnish all necessary machinery, tools, apparatus, materials, and labor and to complete the work in the most substantial and workmanlike manner according to the plans and specifications therefor on file in the office of _____ and such modifications of the same and other directions that may be made by the Architect/Engineer as provided herein:

CONTRACT DOCUMENTS:

It is further agreed that the contractual documents, which include the advertisement; the notice to bidders; the Contractor's proposal; the Contractor's qualifications; the written agreement between the Owner and the Contractor; the notice to proceed; the bonds, general conditions, special provisions, special specifications, plans and drawings by the Architect/Engineer including any supplemental drawings; and, those working drawings submitted by the Contractor and approved by the Architect/Engineer including any manufacturer's working drawings of equipment for permanent installation in this project, appended to this contract agreement are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of same were fully inserted herein.

PAYMENTS:

For the faithful performance of the work herein embraced, as set forth in the contract documents which are a part hereof and in accordance with the directions of the Architect/Engineer and to his satisfaction, the Owner agrees to pay said Contractor the amount earned, computed from the actual quantities of the work performed as shown by the estimates of the Architect/Engineer and prices named in such proposal, and to make such payments in the manner and at the times provided in the general conditions thereto appended.

This contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

OWNER, Party of the First Part:

(Name)

ATTEST:

By _____

(Title)

(Title)

CONTRACTOR, Party of the Second Part:

(Name)

In the Presence of -

By _____

(Title)

By _____

(Title)

By _____

(Title)

Approved as lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, the Farmers Home Administration hereby concurs in the award of this contract to _____

U. S. Department of Agriculture
Farmers Home Administration

By _____

(Title)

This contract shall not be effective unless and until approved by the State Director of the Farmers Home Administration, U. S. Department of Agriculture, or his delegated representative.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
(Contractor)
_____ of _____
(Address)
as Principal, and _____
(Surety)
as Surety are held and firmly bound unto _____
(Owner)
in the penal sum of _____
(Amount of Bond)
_____ Dollars (\$ _____) lawful money of the United States,
which sum is agreed to be the maximum liability hereunder, well and truly to be
paid, and for the payment of which we and each of us bind ourselves, our heirs,
executors, administrators and assigns, jointly and severally, firmly by these
presents.

The condition of this instrument is such, that whereas the principal
has entered into a certain agreement, hereto attached, with _____
(Owner)
_____, dated _____, 19____,
for _____.

NOW THEREFORE, If the principal shall well and truly perform and fulfill
all the undertakings, covenants, terms, conditions and agreements of said con-
tract during the original term of said contract and any extensions thereof that
may be granted, with or without notice to the Surety and shall also well and tru-
ly perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract that may
hereafter be made, notice of which modification to the Surety being hereby waived,
then this obligation to be null and void, otherwise to remain in full force and
effect.

PROVIDED, However, that this bond is executed pursuant to the provi-
sions of the Public Contracts Bond Act, and all liabilities on this bond shall be
determined in accordance with said provisions to the same extent as if set forth
in full herein.

IN WITNESS WHEREOF, The Principal and Surety have executed this instru-
ment this _____ day of _____, 19____.

(Witness if Individual or Firm) (Principal)

(Attest if Corporation) By _____

(Surety)

Countersigned: _____ (Attorney-in-Fact)
By _____ Resident Agent at _____, Idaho.

(SEAL OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____, of _____
_____, (Contractor)
_____, of _____
_____, (Address)
as Principal, and _____
_____, (Surety)
as Surety are held and firmly bound unto _____
_____, (Owner)
in the penal sum of _____
_____, (Amount of Bond)
_____ Dollars (\$ _____) lawful money of the United
States, which sum is agreed to be the maximum liability hereunder, well and truly
to be paid, and for the payment of which we and each one of us bind ourselves, our
heirs, executors, administrators and assigns, jointly and severally, firmly by
these presents.

The condition of this instrument is such, that whereas the principal
has entered into a certain agreement, hereto attached, with _____
_____, (Owner)
_____, dated _____, 19____.
for _____

NOW THEREFORE, If the said principal shall pay all claimants supplying
labor or materials to him or his subcontractors in the prosecution of the work
provided for in said contract, and any and all duly authorized modifications of
said contract that may hereafter be made, notice of which modifications to the
Surety being hereby waived, then this obligation shall be void, otherwise to re-
main in full force and effect.

PROVIDED, However, that this bond is executed pursuant to the provi-
sions of the Public Contracts Bond Act, and all liabilities on this bond shall be
determined in accordance with said provisions to the same extent as if set forth
in full herein.

IN WITNESS WHEREOF, The Principal and Surety have executed this instru-
ment this _____ day of _____, 19____.

(Witness if Individual or Firm) (Principal)

(Attest if Corporation) By _____

(Surety)

Countersigned: _____
(Attorney-in-Fact)

By _____ Resident Agent at _____, Idaho.

(SEAL OF SURETY)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201

General Conditions of the Contract for Construction

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to execution of the Agreement, and all Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 1.2.5, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.3. A Modification may be made only after execution of the Contract.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 THE WORK

The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment and other items

as provided in Subparagraph 4.4.1 necessary for the proper execution and completion of the Work. It is not intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

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

1.2.5 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect and in accordance with any schedule agreed upon. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Order.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the Architect on request at the completion of the Work.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

2.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide general Administration of the Construction Contract, including performance of the functions hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment. The Architect will have authority to act on behalf of the Owner to the

extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect.

2.2.3 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.4 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.2.5 Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.6 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the Work.

2.2.7 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

2.2.8 All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor and will not show partiality to either.

2.2.9 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.10 Any claim, dispute or other matter that has been referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.9 and except any which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.7.5 and 9.7.6, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitra-

tion of any such claim, dispute or other matter may be made until the earlier of:

- .1 the date on which the Architect has rendered his decision, or
- .2 the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date.

2.2.11 If a decision of the Architect is made in writing and states that it is final but subject to appeal, no demand for arbitration of a claim, dispute or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. The failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings except where the decision is acceptable to the parties concerned.

2.2.12 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work as provided in Subparagraph 7.8.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.13 The Architect will review Shop Drawings and Samples as provided in Subparagraphs 4.13.1 through 4.13.8 inclusive.

2.2.14 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

2.2.15 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive written guarantees and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment.

2.2.16 If the Owner and Architect agree, the Architect will provide one or more Full-time Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in Articles 1 through 14 inclusive of these General Conditions will not be modi-

fied or extended without written consent of the Owner and the Architect which will be shown to the Contractor.

2.2.18 The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.19 In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

3.2.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 The Owner shall issue all instructions to the Contractor through the Architect.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11 respectively.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and Modifications and shall at once report to the Architect any error, inconsistency or omission he may discover; but the Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions.

The Contractor shall do no Work without Drawings, Specifications or interpretations.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.5.2 The warranty provided in this Paragraph 4.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 CASH ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These

allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but he will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

4.10.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

4.11 PROGRESS SCHEDULE

4.11.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Architect's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Architect's approval.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1 The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available to the Architect. The Drawings, marked to record all changes made during construction, shall be delivered to him for the Owner upon completion of the Work.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, illustra-

tions, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

4.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

4.13.3 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the Architect as covered by Modifications. Shop Drawings and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

4.13.4 By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

4.13.5 The Architect will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

4.13.6 The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect on previous submissions.

4.13.7 The Architect's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

4.13.8 No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and Samples.

4.14 USE OF SITE

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

4.16 CLEANING UP

4.16.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "broom-clean" or its equivalent, except as otherwise specified.

4.16.2 If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 7.6.

4.17 COMMUNICATIONS

4.17.1 The Contractor shall forward all communications to the Owner through the Architect.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

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

5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

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

5.2.1 As soon as practicable after bids are received and prior to the award of the Contract, the successful bidder shall furnish to the Architect in writing for acceptance by the Owner and the Architect a list of the names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the bidding requirements, or, if none is so designated, the names of the Subcontractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Architect shall notify the successful bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any person or organization on such list. Failure of the Owner or Architect to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization.

5.2.2 If, prior to the award of the Contract, the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful bidder may, prior to the award, withdraw his bid without forfeiture of bid security. If the successful bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased bid price or he may disqualify the bid. If, after the award, the Owner or Architect refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

5.2.3 The Contractor shall not contract with any Subcontractor or any person or organization proposed for portions of the Work designated in the bidding requirements or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the Owner and the Architect. The Contractor will not be required to contract with any subcontractor or person or organization against whom he has a reasonable objection.

5.2.4 If the Owner or the Architect requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

5.2.5 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and the Architect, unless the substitution is acceptable to the Owner and the Architect.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- .1 preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- .2 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
- .4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
- .5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 11.3; and
- .6 obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.

5.4 PAYMENTS TO SUBCONTRACTORS

5.4.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor

on account of such Subcontractor's Work. The Contractor shall also require each Subcontractor to make similar payments to his subcontractors.

5.4.2 If the Architect fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his Work to the extent completed, less the retained percentage.

5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 11, and he shall require each Subcontractor to make similar payments to his subcontractors.

5.4.4 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractors.

5.4.5 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

ARTICLE 6

SEPARATE CONTRACTS

6.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of the Contract.

6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the contract documents in each case shall be the contractor who signs each separate contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend

such proceedings at the Owner's expense, and if any judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

6.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS

6.3.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors shown in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

6.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.4 OWNER'S RIGHT TO CLEAN UP

6.4.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the Owner may clean up and charge the cost thereof to the several contractors as the Architect shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 LAW OF THE PLACE

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall have the right, prior to signing the Contract, to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the parties. If such bonds are stipulated in the bidding requirements, the premiums shall be paid by the Contractor; if required subsequent to the submission of quotations or bids, the cost shall be reimbursed by the Owner. The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a notice to proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be issued.

7.6 OWNER'S RIGHT TO CARRY OUT THE WORK

7.6.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

7.8 TESTS

7.8.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

7.8.2 If after the commencement of the Work the Architect determines that any Work requires special inspection, testing or approval which Subparagraph 7.8.1 does not include, he will, upon written authorization

from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2), with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.8.4 If the Architect wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly and, where practicable, at the source of supply.

7.8.5 Neither the observations of the Architect in his Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

7.9 INTEREST

7.9.1 Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

7.10 ARBITRATION

7.10.1 All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, except as set forth in Subparagraph 2.2.9 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.7.5 and 9.7.6, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraphs 2.2.10 and 2.2.11 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 All claims for extension of time shall be made in writing to the Architect no more than fifteen days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary.

8.3.3 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after demand is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values of the various portions of the Work, including quantities if required by the Architect, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Paragraph 5.4, prepared in such form as specified or as the Architect and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 PROGRESS PAYMENTS

9.3.1 At least ten days before each progress payment falls due, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require.

9.3.2 If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

9.3.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 If the Contractor has made Application for Payment as above, the Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment

to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.4.3 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement.

9.4.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

9.5.1 The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 claims filed or reasonable evidence indicating probable filing of claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,

- .5 damage to another contractor,
- .6 reasonable indication that the Work will not be completed within the Contract Time, or
- .7 unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 FAILURE OF PAYMENT

9.6.1 If the Architect should fail to issue any Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner should fail to pay the Contractor within seven days after the date of payment established in the Agreement any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received.

9.7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

9.7.1 When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, said time to be within the Contract Time unless extended pursuant to Paragraph 8.3. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable.

9.7.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his

property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.7.4 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the Contractor, and the Architect so confirms, the Owner shall, upon certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special guarantees required by the Contract Documents.

9.7.6 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable pre-

cautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

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

10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.4 All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

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

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
- .4 claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.18.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

11.3.2 The Owner shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8.

11.3.4 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur. If the Owner does not intend to purchase such insurance, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and so to notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

11.3.5 If the Contractor requests in writing that other special insurance be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with Clause 5.3.1.5.

11.3.7 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.10. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.8 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.10. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. Alternatively, the Change Order may be signed by the Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The Contract Sum and the Contract Time may be changed only by Change Order.

12.1.3 The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by cost and a mutually acceptable fixed or percentage fee.

12.1.4 If none of the methods set forth in Subparagraph 12.1.3 is agreed upon, the Contractor, provided he receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 12.1.3.3 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the Architect. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

12.1.6 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

12.1.7 If the Contractor claims that additional cost or time is involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.5, (2) any order by the Architect to stop the Work pursuant to Subparagraph 2.2.12 where the Contractor was not at fault, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3, the Contractor shall make such claim as provided in Paragraph 12.2.

12.2 CLAIMS FOR ADDITIONAL COST OR TIME

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, he shall give the Architect written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 10.3.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum or the Contract Time, it shall be determined by the Architect. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

12.4 FIELD ORDERS

12.4.1 The Architect may issue written Field Orders which interpret the Contract Documents in accordance with Subparagraph 1.2.5 or which order minor changes in the Work in accordance with Paragraph 12.3 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any Work should be covered contrary to the request of the Architect, it must, if required by the Archi-

tect, be uncovered for his observation and replaced, at the Contractor's expense.

13.1.2 If any other Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

13.2.2 If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 All such defective or non-conforming Work under Subparagraphs 13.2.1 and 13.2.2 shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

13.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

13.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not suf-

ficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 7.6.

13.2.7 The obligations of the Contractor under this Paragraph 13.2 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Architect's failure to issue a Certificate for Payment as provided in Paragraph 9.6 or for the Owner's failure to make payment thereon as provided in Paragraph 9.6,

then the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect.

GENERAL CONDITIONS - STANDARD AIA FORM

General Conditions of the Contract for Construction, Standard AIA Document A201, September 1967 Edition, are hereby made a part of these specifications. Copies of the General Conditions, if not bound herewith, are available at the Architect's office. Requirements of the Contract Provisions for Farmers Home Administration of the U. S. Department of Agriculture Loan and Grant and other standard Farmers Home Administration forms shall supersede all requirements of the AIA General Conditions where the two requirements may be in conflict.

SUPPLEMENTARY GENERAL CONDITIONS

1.1.5 ABBREVIATIONS

Article 1 of the Standard General Conditions is hereby supplemented to include the following abbreviations which are used throughout the contract documents in describing materials or methods. References shall mean the latest edition of a standard issued by one of the following nationally recognized authorities:

ACI: American Concrete Institute, Detroit Michigan
AITC: American Institute of Timber Construction, Washington, D.C.
AISC: American Institute of Steel Construction, New York, N.Y.
APA: American Plywood Association, Tacoma, Washington
ASA: American Standards Association, New York, N.Y.
ASHRAE: American Society of Heating, Refrigerating, and Air Conditioning Engineers, N.Y.
ASTM: American Society of Testing Materials, Philadelphia, Pennsylvania
CS: Commercial Standards of the U. S. Department of Commerce, Washington, D.C.
FS: Federal Specifications of the U. S. Government, Supt. of Documents, Wash., D.C.
NEC: National Electric Code, National Fire Protection Association, Boston, Mass.
UBC: Uniform Building Code, Pacific Coast Building Officials Conference, Los Angeles, Cal.
UL: Underwriter's Laboratories, Inc., Chicago, Illinois
WCLA: West Coast Lumberman's Association, Portland, Oregon
WPA: Western Pine Association, Portland, Oregon

4.19 SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES

4.19.1 In accordance with Section 44-1006, Idaho Code (Supplement) as enacted by the Legislature of the State of Idaho, February 19, 1955, the current minimum wage rates are to be paid various classes of laborers and mechanics in the performance of this contract as listed by the Department of Labor, State of Idaho, which are hereinafter included and incorporated as part of these Specifications, including any revisions made prior to bid opening date.

4.19.2 The minimum wages to be paid laborers and mechanics on this project, as determined by the U.S. Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are designated as the Wage Determination, and it is appended hereto.

4.19.3 In case of any differences between the prevailing wage rates as determined by the U.S. Secretary of Labor and the Idaho Department of Labor, the higher rate shall be the applicable minimum for such trade or occupation.

4.19.4 The Owner does not guarantee that labor can be procured for the minimum wages set forth in the schedules mentioned above. The rates of wages listed are minimum only, below which the Contractor cannot pay and they do not constitute a representation that labor can be procured for the minimum listed. It will be the responsibility of the Contractor to ascertain for himself the wages above the minimum set forth that he may have to pay.

4.19.5 Appended hereto are current wage rates as determined by the Idaho Dept. of Labor, and also the wage determination by the U.S. Secretary of Labor.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

See Standard Farmers Home Administration documents for this requirement.

11.1 CONTRACTOR'S LIABILITY INSURANCE

See standard Farmers Home Administration documents for this requirement.

SECTION 1A - ALTERNATES

1. GENERAL

The work under this Section includes the following numbered alternate items of construction which are described and referred to in the Contract Documents as Alternates. The Alternate prices shall include materials, labor, services, and profit and overhead necessary to perform the phase of work as described herein-after under each Alternate.

2. ALTERNATE #1 - DELETE SHOWER STALLS

The work under this Alternate includes the deletion of all fiberglass reinforced shower stalls and receptors and in lieu thereof paint all the walls as specified in the Painting Section.

3. ALTERNATE #2 - DELETE WASHATERIA REMODELING

The Work under this Alternate includes the deletion of all work required to be done to the Washateria Building as called for on the plans and as specified.

4. ALTERNATE #3 - DELETE BLOCK SCREENS

The work under this Alternate includes the deletion of all masonry block screens including footings and foundations.

5. ALTERNATE #4 - DELETE TEXTURED CEILINGS

The work under this Alternate includes the deletion of the sprayed on texture finish on the exposed concrete roof structure and in lieu thereof the ceilings are to be painted as called for in the Painting Section.

6. ALTERNATE #5 - DELETE SHINGLES

The work under this Alternate includes the deletion of all shingles for the remodeling of the existing individual houses.

SECTION 1B - TEMPORARY CONSTRUCTION FACILITIES

1. FIELD OFFICE & SHEDS

Contractor shall provide a substantial weathertight office on the premises of the project for his own use and to be used by the representative of the Owner or Architect. Office to have wood floor raised above ground, windows, and a door with lock. Room to be equipped with a plan table and shall have a complete set of drawings and specifications available at all times. Locate office and sheds for material storage away from public area and where directed; remove when work is completed, or sooner if directed.

2. BARRICADES & ENCLOSURES

Contractor shall provide all necessary barricades and enclosures to protect the work under construction and to protect neighboring property owners, visitors, or passers-by from damage, injury and discomfort. Provide all protection required by Articles 10 of the General Conditions.

3. WATER DURING CONSTRUCTION

Contractor shall make necessary arrangements and provide all water required during the entire construction period. Drinking water shall be provided from a proven safe source for all those connected with the work. The Contractor shall pay for the cost of all water used during construction.

4. SANITARY FACILITIES

Contractor shall provide and maintain adequate temporary toilet facilities for all those connected with the work. Locate where directed at time work is started and comply with all local and state health requirements and sanitary regulations. Remove when directed and disinfect premises.

5. ELECTRICITY DURING CONSTRUCTION

Contractor shall make the necessary arrangements and provide all temporary electric service and lighting required during the entire construction period. The metered cost of electricity used shall be paid for by the Contractor. Should a building or portion of a building be occupied by the Owner prior to substantial completion, the metered cost of electricity for the occupied portion will be borne by the Owner from time of partial occupancy until final acceptance.

6. COLD WEATHER PROTECTION & TEMPORARY HEAT

Contractor shall provide at his own expense all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out the building and to provide suitable working conditions for installation and curing of materials until final acceptance of the building. Should a building or portion of building be occupied for the use which it is intended by the Owner prior to substantial completion, the cost of fuel and operating of the heating system for the occupied portion will be borne by the Owner from time of occupancy until final acceptance.

SECTION 2A - EXCAVATION AND FILLING

1. EXCAVATION

a. Excavating. Excavate as necessary for all work shown on drawings or specified. Allow ample space for form work. Leave bearing surfaces undisturbed, level and true. Excavation for footings and trenches may be cut to accurate sizes and side forms omitted provided no cave-ins occur, and the trenches are clean cut. Excavations as dimensioned are assumed to be suitable bearing depths. If the depth encountered is not suitable for bearing required, then the Contractor shall excavate to depths which provide suitable bearing. The Architect will be responsible for determination of suitable bearing strata and depth.

b. Stripping Topsoil. Before starting to excavate, strip all vegetation and topsoil from areas to be covered by improvements and where cuts and fills are required. Stockpile all topsoil to be used for finish grading in planting and lawn areas. Topsoil used for grading and filling shall be free from clay, rocks and debris.

c. Depth of Footing Excavation. All footings are to be placed at elevations as shown. After excavation is complete no work shall proceed until inspected and approved. Any extra excavation required below depth shown on drawings in order to reach satisfactory bearing, shall be determined at that time. Any extras in cost shall be determined and submitted in written form for approval.

d. Excess Excavation. Where excavation through error is carried to levels lower than those shown on drawings, fill to proper levels at Contractor's expense with compacted gravel fill in maximum of 6-inch layers to 95% density.

e. Shoring. Brace and shore sides of excavations as necessary to prevent cave-ins, should they occur. Protect existing buildings during excavation and backfilling operations.

f. Excess or Shortage of Materials. Provide and place additional material hereafter specified or needed for fills. Excess material shall be disposed of as directed.

g. Water & Frost. Keep earth under footings dry and free from frost. Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with concrete at Contractor's expense.

2. FILLING

a. General. Remove all debris and decayable material from areas before filling. Obtain approval of all backfill material before installation. After concrete forms are removed, make backfill as soon as possible thereafter, for more thorough settlement.

b. Fill Under Concrete Slabs. Fill under all concrete slabs shall be of approved material to grades as shown on plans. All grading and backfilling shall be brought to a rough grade not to exceed one-tenth of one foot variation.

c. Gravel Fill. Gravel fill under all building footings, floor slabs interior and exterior including all concrete walkways and etc. shall be of clean pit run gravel (0 to 10% passing a 200 mesh sieve).

SECTION 2A - EXCAVATION AND FILLING (Cont.)

3. COMPACTION

- a. General. All (gravel and earth) fill material shall be thoroughly compacted by approved mechanical means to provide compaction of at least 95% density. Provide satisfactory evidence that this provision has been complied with.
- b. Compacting Methods. All (gravel and earth) fill shall be compacted by approved mechanical compacting device placing all fill in layers not over 6 inches deep. Use such water as is necessary to secure compaction.
- c. Inspection. Field density tests and proctor analyses shall be the responsibility of the Owner. Owner reserves the right to make in-place density tests in as many locations in each lift of compaction as is necessary to obtain assurance that all fill areas are compacted to the minimum densities as herein prescribed.
- d. Rejection and Approval. Contractor shall at no additional cost to Owner, rework or remove and replace any new fill areas which do not meet minimum in-place densities as determined by field density tests. Testing representatives, shall notify Contractor of any areas failing to meet in-place density requirements as soon as possible. No area shall be rejected on the basis of a single test.

SECTION 3A - CAST-IN-PLACE CONCRETE

1. GENERAL.

- a. Foreman. Employ an experienced foreman, for all concrete work.
- b. Concrete Tests. The Architect or Engineer will take concrete test cylinders as they deem necessary for all cast-in-place concrete and concrete grout. After an independent laboratory test, if any concrete or grout fails to meet specified strength requirements, that portion of the structure which contains the under-strength concrete or grout shall be replaced at the Contractor's expense.

2. FORMS

- a. Form Boards. Form boards shall be smooth faced plywood on all surfaces on interior and exterior of building.
- b. Workmanship. Construct forms accurately, to true lines and dimension shown on drawings. Brace by whatever means necessary to prevent distortion. Make tight to prevent escape of mortar and the formation of fins. Set forms accurately as indicated, or as directed.
- c. Reuse of Form Materials. Reuse of form material will be permitted when approved by the Architect. Withdraw projecting nails, clean concrete from contact surfaces.

3. REINFORCING STEEL

- a. Rebars. Rebars shall conform to ASTM 15, intermediate grade, except where noted otherwise on plans, unpainted, uncoated, free from rust and loose scale. Bars 3/8" and larger deformed as per ASTM A305.
- b. Wire Mesh. Wire mesh shall conform to ASTM A185, 6 x 6 inch mesh, 4/4 gauge wire. Place in all floor slabs, and walks supported on earth or gravel fill. Mesh shall be raised during pour to insure placement as shown on drawings.
- c. Placing Steel. All steel shall be placed by experienced workmen and in accordance with Concrete Reinforcing Steel Institute Recommended Practice for Placing Reinforcing Bars. Set accurately in accordance with details, secure rigidly. Obtain approval of Architect before pouring concrete. Lap continuous steel 20 bar diameters where splices are necessary, or as called for on plans.

4. INGREDIENTS

- a. Cement. Cement shall be a standard brand of Portland Cement, conforming ASTM C150, Type I.
- b. Aggregates. Aggregates shall be approved for use as concrete aggregates. Materials shall be clean, hard, strong, durable, uncoated particles free from injurious amounts of soft, friable, thin elongated, or laminated pieces, alkali, organic or other deleterious matter. Grade properly to produce maximum strength and durable concrete.
- c. Aggregate Size. Aggregate size shall be a maximum of 1-1/2", or not larger than 3/4" minimum clear space between reinforcing bars.
- d. Water. Water shall be clean, fresh, and free from deleterious substances.

SECTION 3A - CAST-IN-PLACE CONCRETE (Cont.)

5. STRENGTH & PROPORTIONS

- a. Minimum Compressive Strength. Minimum compressive strength in pounds per square inch at age of 28 days shall be 3000 psi, except footings, shall be 3750 psi.
- b. Proportions. Minimum sacks of cement per cubic yard of concrete shall be 5 with a maximum water content of 5.5 gallons per sack of cement, including moisture in the aggregate. Proper cement, water, aggregate proportions shall be used to obtain strength and workable mix.
- c. Slump. Maximum allowable slump shall be 4 inches for slabs on grade, footings and foundations. Contractor shall provide necessary equipment to check slump of concrete as directed.

6. MIXING

- a. Ready-Mixed Concrete. Ready-mixed concrete shall conform to the requirements of ASTM C94. Approved agitator type trucks shall be used in hauling, and concrete shall be placed within one hour after water is introduced into the mixer. Ready-mix plant is to furnish a notarized statement that all concrete supplied meets the requirements of these specifications.
- b. Cleaning of Equipment. All mixing and conveying equipment shall be cleaned before and after each pour.

7. PLACING

- a. Preparation. Do not pour any concrete until all reinforcement and other embedded items are placed, anchored, inspected, and permission is given to proceed.
- b. Notice. Notify local inspector not less than 24 hours before the intended pour.
- c. Pouring. Pouring shall be done as soon as possible after leaving the mixer and without segregation or loss of ingredients. Pour in layers not more than 12 inches deep.
- d. Compaction. Concrete shall be placed with the aid of mechanical vibrating equipment. Intensity of vibration shall be sufficient to cause flow or settlement of the concrete into place. To secure even and dense surface, free from aggregate pockets or honeycomb, vibration shall be supplemented by hand spading in corners and angles of forms and along form surfaces while the concrete is plastic. Do not over vibrate causing segregation of the concrete mix.

8. JOINTS & STOPPAGES

- a. Stoppages. Pour work monolithically wherever practicable. Where not practicable, stop pours at construction and expansion joints only.
- b. Construction Joints. Construction joints in conc. slabs shall be located as shown on plans. Construction joints not indicated on the plans may be provided on approval. Joints which are within monolithic construction shall be cleaned with an approved bonding agent before placing of new concrete.

SECTION 3A - CAST-IN-PLACE CONCRETE (Cont.)

9. SLAB FINISHING

a. General. Screed all slabs, for whatever finish, to true levels or slopes. Remove surface water, laitance and dirt.

b. Interior Floor Slabs. Interior floor slabs shall receive an integral monolithic cement finish. Produce standard integral finish by striking surfaces of structural slabs or on-grade slabs at proper level. Roll or tamp the concrete to force aggregate away from surface and then screed. After screeding and while the concrete is still plastic, float the surface with wood or metal float, as with power finishing machine. During this operation the surface shall be brought to a true grade by cutting down high spots and filling low spots. Care shall be taken not to overwork the plastic concrete. When the concrete has hardened so that water and fine material will not be worked to the surface, finish with a steel trowel to a smooth and even surface within the tolerances specified and suitable to receive the floor covering specified. Do not sprinkle dry cement or a mixture of dry cement and sand directly on the surface to absorb moisture or to stiffen mix. Before the concrete has taken its initial set, the surface shall be tested for irregularities or waves by means of a ten-foot straightedge laid parallel. Any variation of the surface more than plus or minus 1/8" shall be immediately remedied and made acceptable at Contractor's expense.

c. Sidewalks. The sidewalks of the row housing as well as individual housing units shall have a broomed finish. The walks of the row housing units will be the sizes as shown on drawings. Each sidewalk for the existing individual housing units shall be 36" wide and approximately 20' long.

d. Stoops. See schedule on Sheet # R-13 of drawings for existing individual houses that get new concrete stoops.

e. Defective Work. The Contractor shall remove and replace at his own expense, when directed by the Architect, loose topping surfaces which show excessive shrinkage cracks, any slabs which do not drain properly, and any slabs which do not meet the strength requirements of these specifications.

10. PROTECTION & CURING

a. Protection. Protect fresh concrete from direct rays of sun, drying winds, wash by rain, freezing, and from all disturbances until thoroughly hardened. Do not pour concrete in freezing weather or upon frozen soil.

b. Curing Compounds. All exposed concrete floor surfaces, including the loading platform area, shall be cured, sealed, hardened and dustproofed with "Tri-Kote" 18 CRECT, Type 1, clear, manufactured by TK Products Company, Minneapolis, Minnesota, or equal in exact accordance with the manufacturer's printed instructions. It shall be spray applied to concrete surface immediately after the concrete has been finished troweled and surface water has dissipated.

c. Curing. In hot weather keep continuously wet for 7 days. In cold weather keep covered and protected until thoroughly hardened. Maintain other protection of concrete as directed.

SECTION 3B - PRECAST CONCRETE

1. SCOPE OF WORK

This work consists of the furnishing of all plant, labor, equipment and materials required for the complete manufacturing and installation of the precast-prestressed concrete members in strict accordance with the specifications and drawings.

2. SHOP DRAWINGS

a. Shop Drawings. Shop drawings shall be submitted to the General Contractor and the Architect for approval prior to fabrication.

b. Architect's Approval. Shop drawings submitted to the Architect shall consist of individual unit drawings and complete layout and erection drawings. Complete design calculations to sustain the superimposed loads as indicated on the working drawings, size and quantity of mild steel reinforcing, anchorage and connection details for each unit shall be included with the shop drawings. Each unit shall be identified by a standard mark number which is listed on the Manufacturer's layout and erection plans. The mark number shall be legibly placed on each unit at the time of manufacturing.

c. Contractor's Approval. The General Contractor shall approve the Manufacturer's shop drawings for general dimensions and Manufacturer's approved shop drawings shall become part of the working drawings.

3. QUALIFICATION

The Manufacturer shall show that he has a recognized background in precast-prestressed concrete and facilities for pretensioning shall be in accordance with recommendations of the Prestressed Concrete Institute. The Manufacturer shall show that he has at least one employee who is fully qualified in all phases of prestressed concrete design and construction required for this work.

4. MATERIALS AND FABRICATION

The prestressed concrete members shall be of the exact size and description as those shown on the working drawings or approved equal.

a. Prestressed Members. Prestressed members shall be designed in accordance with ACI 318-65 Chapter 26 except when partial prestressed design is used ultimate strength method will govern. Maximum tensile stress in bottom fiber under full dead and live-load conditions shall not exceed 1000 psi under ultimate strength method.

b. Prestressing Strand. Prestressing strand shall meet requirements of ASTM A416-latest revision.

c. Reinforcing Bars. Reinforcing bars shall meet requirements of ASTM A15-latest revision and A305-latest revision.

d. Welded Wire Mesh. Welded wire mesh shall meet requirements of ASTM A185-latest revision.

e. Aggregates. Aggregates shall meet requirements of ASTM C-33-latest revision.

f. Cement. Cement shall meet requirements of ASTM C-510-latest revision.

SECTION 3B - PRECAST CONCRETE (Cont.)

g. Concrete. Concrete shall have a minimum ultimate compressive strength of 5000 psi at 28 days. The Concrete and the equipment used in producing the concrete for the prestressed members shall meet the requirements of ASTM-C94-latest revision.

5. MISCELLANEOUS EMBEDDED ITEMS AND OPENINGS

a. Inserts. Furnish and locate all inserts shown on the architectural and/or structural drawings. Mechanical, electrical and other inserts not shown on the architectural and/or structural drawings will be furnished and located by trades involved and installation cost for these additional inserts to be by trades concerned. Prestressed members may be drilled or "shot" provided no contact with prestressing steel is made and accomplished in such a manner that no objectionable spalling occurs. Such drilling shall be coordinated with the prestressed manufacturer.

b. Blockouts and Openings. Blockouts and openings larger than 5" in diameter shown on the architectural and/or structural drawings shall be located and supplied by the prestressed Manufacturer. Openings less than 5" in diameter shall be located and made on the job by trades involved. Openings shall be made by sawing or drilling and care shall be used so that objectionable spalling does not occur. Mechanical and electrical openings larger than 5" in diameter that do not show on the architectural and/or structural drawings shall be located by the trades involved and installation costs for these additional openings to be borne by the trades concerned. At no time shall the legs or stems of any area containing prestressing steel be drilled without the prestressed Manufacturer's approval.

6. TOLERANCES

a. Materials. Material furnished is to be standard "as cast" structural concrete with normal surface color and texture variations.

b. Dimensional. Dimensional tolerances for prestressed members shall be in accordance with those set forth in the Prestressed Concrete Institute's "Manual of Quality Control."

7. TESTING

Manufacturer shall record data on strand elongation, mild reinforcement placement, concrete strength in accordance with Prestressed Concrete Institute's "Manual of Quality Control."

8. ERECTION AND INSTALLATION

a. Erection. Erection shall be carried out by experienced workmen under the supervision of the Manufacturer.

b. Bearing Surface. Bearing surface shall be prepared by General Contractor to a true and level line.

c. Installation. Installation of prestressed units shall be made by leveling the floor and/or roof units in a workmanlike manner, keeping the units tight and at right angles to the bearing walls or beams.

d. Welding. Welding of all bearing plates and side connections shall be made carefully and in such a manner as not to spall the adjacent concrete.

e. Miscellaneous Items. Grouting, calking, sacking, and painting in connection with material erected shall be accomplished by the respective trades and under their respective sections of the specifications. Clean all black weld flashes from concrete roof members and block walls.

SECTION 4A - MASONRY

1. GENERAL

a. Precautions shall be taken as follows: Before starting work grades and lines of concrete foundations, footings and walls shall be carefully checked. Discrepancies shall be reported to the Architect for decision. All materials shall be delivered to the jobsite dry and shall be protected from dampness until used. No masonry work shall be done in freezing weather unless approved means are used to provide heating of the materials used, and the masonry shall be protected from the cold and frost until the mortar has hardened. Only anti-freeze ingredients approved by the Architect shall be used in the mortar mix. During hot weather precautions shall be taken to prevent mortar from drying out too fast. In rainy weather work shall be done only under cover. When work is not in progress the face and back shall be brought up to the same level before stopping the work. The top of walls shall be protected with a non-staining waterproof covering.

b. Wetting Masonry Units. Do not wet concrete masonry units.

c. Cooperation. Obtain exact sizes of openings for ducts, pipes, properly build around same. Build in work and embedded items furnished by other trades and other contractors, as required.

d. Workmanship. Lay work to true lines, plumb and level, unless otherwise indicated. Mortar joints to be true to line, evenly spaced, neatly tooled, and completely filled with mortar. Laying of uneven, chipped, cracked masonry units will not be permitted. Any masonry work which does not meet the approval of the Architect shall be removed and relaid at the Contractor's expense. It is the intention of this Specification to secure a first class exposed block job. Blocks shall be left exposed on both sides, as shown on the plans, except where other wall finish is called for. Remove mortar and mortar stains from metal windows, doors, frames, and other equipment.

2. MORTAR MATERIALS

a. Cement. Standard brand gray Portland cement, ASTM C150, Type I.

b. Lime. Hydrated lime conforming to ASTM Type S C-206-49.

c. Masonry Cement. Standard brand, gray color, conforming to ASTM C91-60, Type II.

d. Sand shall conform to ASTM C144.

e. Water shall be clean, fresh and free from all deleterious substances.

3. MORTAR PROPORTIONS

1 Volume Portland Cement
2 Volumes Hydrated Lime
Not more than 9 Volumes Sand

(or)

1 Volume Masonry Cement
Not more than 3 Volumes Sand.

4. MORTAR PREPARATION

a. Measuring & Mixing. Measure ingredients accurately; use approved measuring devices only. Mix by volume, adding lime to the water, then sand, then Portland Cement. Total mixing time, not less than 15 minutes. Mix by approved machine; hand mixing in small quantities only. For grout and pointing, mix as stiff as can be worked into joints.

SECTION 4A - MASONRY (Cont.)

b. Retempering. Except for pointing, use no mortar which has been wet more than one hour.

c. Protection. Protect all mortar from freezing or drying out too fast.

5. REINFORCING & TIES.

a. Reinforcing Material. Steel wire mesh welded at intersections; conform to ASTM A82-34. Standard weight, #9 gauge deformed stretcher rods and #9 gauge cross bars, 12 foot lengths, except where Heavy Duty is called for on the plans.

b. Reinforcing Installation. Install continuously in mortar joints at maximum of 24 inches on centers. Lap 16 inches at splices. Bend outside stretcher rods continuous around corners. At direction of the Architect, the Contractor shall remove mortar from work which is in place at approximately 12 different locations at each protect to determine compliance with the specifications. Replace mortar and patch to matching existing work, or remove all work and install reinforcing as directed.

6. HOLLOW CONCRETE MASONRY UNITS

a. General. All concrete masonry units used on the job shall be from the production of one manufacturer. Use only special shaped blocks as detailed.

b. Material. Concrete masonry shall consist of sand and gravel aggregate below grade and pumice concrete block manufactured and meet ASTM Specifications C-331-53T Lightweight Aggregates and C90-52 Grade A block above grade. All block shall be cured in autoclaves at a temperature of 360 degrees and 150 lbs. steam pressure. Low pressure steam cured block will be accepted only upon written certification by the manufacturer that all block were manufactured a minimum of 60 days before delivery to the jobsite. Blocks shall have a minimum compressive strength of 1000 psi. and moisture content at the time of delivery shall not exceed 25% of total absorption. All block shall be uniform in size, texture and color and shall be free from excessive chipping. Manufacturer shall be responsible for furnishing approved test results showing compliance with this specification. All block shall be Q-block as manufactured by a member of the Idaho Concrete Masonry Association. All blocks shall be eligible for four-hour fire rating by Underwriter's Laboratories and a B-4 Certificate shall be furnished by the manufacturer.

c. Installation. Lay units in stack bond, except where shown otherwise, and properly joined to connecting work. Layout of wall patterns to be as shown and as approved by the Architect. Mortar joints uniform approximately 3/8" wide, tooled smooth slightly concave. On the building exterior, (Under windows, on bond beam and filler block) as shown on elevations joints shall be struck flush and sacked down. Tool all other exposed joints with tool when mortar starts to harden, or as directed by the Architect. Build units tight to bucks and to abutting concrete. Bond each course at corners and intersections where possible otherwise use metal wall ties. Install masonry reinforcing in all walls as herein specified. Blocks other than standard units shall be cut to fit with a power saw using masonry blade. Cut straight and fit neatly to adjoining work.

d. Lintels & Bond Beams to be as shown and required. Fill lintels and bond beams with concrete and reinforce with steel as detailed on drawings. Steel in all lintels, bond beams and pilasters to be continuous and where splices are necessary the bars shall be lapped a minimum of 24 bar diameters. Bond beams may be grouted with Type A Mortar consisting of 1 part Portland cement, 1/4 part hydrated lime and 3 parts sand; and reinforced with steel as detailed on the drawings. Lintels must be filled with Class A Concrete in accordance with accepted trade practice, and as specified under Concrete Section of these specifications. Minimum bearing at each end of lintel to be 8".

SECTION 4A - MASONRY (Cont.)

7. POINTING & CLEANING

a. Pointing. On completion, point all exposed masonry work of this Section by filling all holes and cracks. Remove projecting, loose, or soft mortar. Leave exposed block work clean and smooth ready for paint.

b. Cleaning. Thoroughly clean all exposed masonry surfaces, whether painted or not. Do not use acid to clean concrete masonry units. Leave all surfaces clean, free from mortar and other stains.

8. INSULATION

a. Material. Use ZONOLITE Masonry fill insulation or perlite "PERLCOR" Block fill insulation. The loose fill insulation shall be water repellant.

b. Location. All exterior pumice block walls from fastening to bond beam.

c. Installation. Install by pouring into walls in accordance with manufacturer's recommendations. Do not rod or tamp. Make sure all voids are filled completely and mason shall take care in parging all joints and cracks to prevent leakage.

SECTION 5A - MISC. STEEL ITEMS

1. GENERAL

- a. Shop Drawings. Shop drawings shall be submitted for approval on all gratings, anchorage and connection steel. Show all details including field connections and job assembled items.
- b. Shop Treatment. After fabrication but before delivery to the jobsite all rust, scale, grease, or oil, shall be removed and then one coat of Metal Primer applied to all surfaces in accordance with the manufacturer's recommendations.
- c. Job Measurements. Job measurements shall be taken and correlated to work of this Section.
- d. Built-In Items. Built-in items shall be delivered and set in place at the proper time to be built in by each trade as the work progresses.

2. MATERIALS

- a. Structural Steel shall conform to ASTM A36.
- b. Miscellaneous Steel shall conform to ASTM A36.
- c. Anchor Bolts. Anchor bolts shall be furnished as necessary for building as shown on drawings or specifications herein, except for the Mechanical and Electrical trades.

3. WORKMANSHIP

- a. Fabrication. Form steel to accurate sizes and shapes, with sharp lines and angles. Punch and shear to leave clean lines and surfaces. Weld permanent connections as hereinafter specified. Provide holes and connections for work of other trades.
- b. Fastenings. Detail joints and fastenings for ample strength and stiffness. Use concealed joints and fastenings wherever practicable. Where exposed to weather form joints to exclude water.
- c. Welding. All shop and field welding shall conform to the standards and specifications of the American Welding Society and the AISC. Welding designations shown on the plans are standard AWS conventional notations. All welds exposed to view and receiving a paint finish shall be ground smooth to present a smooth appearance. Where welds are not specifically detailed on the plans, provide full-strength welds. All weld flashes shall be cleaned from concrete roof system and pumice blocks.

SECTION 6A - LUMBER & CARPENTRY

1. GENERAL

- a. Lumber Grades and Marks. Lumber grades and marks shall appear on each piece of lumber for the association having jurisdiction. Official rules for grading and marking of the applicable association shall govern.
- b. Storage and Protection of Lumber. All wood products used in the building shall be protected from dampness and the weather. Care shall be taken to see that the building is thoroughly dry before finish woods are placed in it.
- c. Temporary Enclosures. Provide temporary doors and coverings for openings as required to protect all work from the weather. See General Conditions and other general requirements for temporary construction facilities required.
- d. Rough Hardware. Provide all necessary nails, spikes, screws and bolts for proper installation of carpentry and millwork. Sizes and quantities sufficient, as judged by Architect, to draw and hold members rigidly and permanently in place.
- e. Attachment. Provide all necessary anchor bolts, framing anchors, expansion shields, etc. for attaching wood to concrete and for securing cabinets and millwork in place.
- f. Preservative Treatment. Preservative treatment shall be given all rough and framing lumber in contact with concrete or masonry. Use a pentachlorophenol solution such as "Penta WR" applied as recommended by the manufacturer.

2. ROUGH CARPENTRY

- a. General. Carefully lay out, cut, fit, and erect framing. Secure with sufficient nails, spikes, bolts, or power fasten to insure rigidity and permanence, as directed. Provide for installation and support of plumbing, heating and ventilating work. Install all work to true lines, plumb and level, unless otherwise shown on the drawings.

3. LUMBER

- a. Species and Cutting. Douglas Fir, WPA, or WCLA, surfaced 4 sides to standard dimensions, moisture content not to exceed 19 percent at time of installation.
- b. Wall Framing Members and Ceiling Furring in Washhouse. Construction Grade, Paragraph 122-b, Light Framing.

4. FINISH CARPENTRY

- a. Installation of Millwork and Interior Finish. Install millwork as shown on drawings. Employ only skilled mechanics, do work to Architect's satisfaction. Install running trim in as long lengths as feasible. Hammer marks or other imperfections not permitted. Make joints tight, glue mitered corners. Use finish nails except where screws are shown; set nail heads for puttying. Miter casings and moldings. Clean up after installation with Number 0 sandpaper or steel wool.
- b. Installation of Finish Hardware. Install all finish hardware necessary to complete building. Employ only skilled mechanics, do work to Architect's satisfaction. Adjust movable parts to operate perfectly at time of final acceptance. Make further adjustments when requested, during 1 year guarantee period.

SECTION 6A - LUMBER & CARPENTRY (Cont.)

c. Thresholds. Install 3/4" x 36" Oak thresholds as called for on existing Housing Units. See Sheet # R-13 of the drawings for doorways needing new thresholds.

d. Jambs. Remove existing jambs and install new wood jambs as called forth on drawings for existing Housing Units.

e. Door Sill. Remove existing door sills and install new 2 x 8 #1 fir sills as called for on drawings for existing Housing units.

SECTION 6B - MILLWORK

1. GENERAL

a. Quality. All millwork shall be constructed in an approved top quality cabinet shop specializing in high quality workmanship. All craftsmen shall be highly skilled in their respective trade and only a first class job will be acceptable.

b. Work in Other Sections. See Section 8B for wood doors and frames.

2. FINISH LUMBER & PLYWOOD

a. Species shall be as shown on the plans.

b. Exposed Surfaces shall be clear lumber, free from knots and other objectionable defects. Plywood shall be Birch.

c. Surfaces Not Exposed may admit knots and some imperfections which can be covered by painting. Plywood may be Douglas Fir.

e. Moldings to be standard patterns as called for and shown on the plans.

f. Plywood. General Requirements. Exterior type where exposed to weather and for use around sinks. Shop Grade for cut-up work on cabinets; suitable to receive enamel finish. Solid wood edging on all plywood where exposed to view.

3. INSTALLATION

a. Workmanship. Assemble and finish material in an approved manner. Finish exposed surfaces smooth, free from tool and machine marks. Use concealed nailing where feasible. Where necessary to nail through finished surfaces, set nail heads for puttying.

b. Joints. Make tight, form to conceal shrinkage as far as possible. Glue and lock shop miters which are more than 4 inches from heel to point. Make shop joints of interior work with water-resistant glue. Keep glued joints under pressure until glue has set and hardened.

4. COUNTERS, CABINETS & BUILT-INS

a. Material to be as shown on the plans. Provide all necessary fasteners, steel supporting members, hardware, and bracing as required for all work shown on the plans. Countertops shall be of laminated plastic (white Spindrift) Formica, or approved equal, as selected by the Architect. Edges shall be #174 chrome as made by B & T Metal Company.

b. Workmanship. Assemble and finish material in an approved manner. Exposed finished surfaces shall be free of machine and tool marks. Use concealed fastenings where exposed to view. Where necessary to fasten through surfaces to be painted, set nails or screws for puttying. All joints shall be made a tight fit and glued. Keep joints under pressure until glue has set and hardened.

c. Hardware. Furnish and install all cabinet and miscellaneous hardware as shown and as required for a complete job.

SECTION 7A - BUILT-UP ROOFING

1. MANUFACTURER AND TYPE

Roofing and roof insulation, type and construction shall be as recommended by the manufacturer for the deck indicated and roof slope shown. The roof shall be equal to Fiberglas Standard Specification No. 415 TIMD (15-year), and provide a Class A rating. Application shall be in strict accordance with the manufacturer's specifications. No deviation from the above written specification in the manufacturer's current roofing specification manual will be made without prior approval in writing from the Architect. Roof bond by the manufacturer, if required by the Owner, shall be furnished by the Contractor before final acceptance of the building. The Owner shall pay the extra cost of the bonding charge.

2. PREPARATORY WORK

Roof deck shall be clean and dry properly graded to drains. No work shall be performed in cold or wet weather.

3. MATERIALS PER 100 SQUARE FOOT

Primer	1-gal.
1 ply Fiberglas perma ply (Lap 2" sides, 6" ends, applied to hot asphalt)	30 lbs.
Insulation to be set in solid continuous hot asphalt	30 lbs.
1-1/2" Fiberglas roof insulation or 2" Fresco Board	200 lbs.
Roof tape asphalt	8 lbs.
Fiberglas perma ply No. 6 (2 plies)	16 lbs.
Fiberglas perma cap	72 lbs.
Roofing asphalt	85 lbs.

4. APPLICATION

The concrete deck shall be primed with asphalt primer. Allow primer to dry thoroughly before applying Vapor Barrier. Vapor Barrier shall be one layer of 15 pound rag felt. Apply roof insulation herein specified, hot mopped to Vapor Barrier and apply 2 plies No. 6 Fiberglas perma ply over. Cap sheet shall be Fiberglas perma cap, color as directed by Architect. All felt shall be laid smoothly without wrinkles and buckles in solid moppings of hot asphalt, and in no place shall felt touch felt. Each layer shall be thoroughly broomed down during placement.

5. VENT PIPE CONNECTIONS

All vent pipes projecting through roof deck shall be flashed by means of sleeves and counter flashings as specified and furnished by the Mechanical Contractor. Flat flanges shall be set on top of roofing felts in a solid 1/8 inch thick bed of flashing compound. Then install a collar consisting of 2 layers of felt set in asphalt over flange of flashing and extending at least 4" and 6" respectively beyond edge of flange. Apply a bead of flashing compound around base of vertical sleeve.

6. GRAVEL STOP PROTECTION AND INSTALLATION

Metal gravel stop shall be installed as shown on plans at roof perimeter and as detailed. Extend bottom layer of felt at least 6 inches beyond edge. After remaining felts in membrane are applied, fold this layer up and over remaining layers and mop in place on top with hot asphalt. Prime horizontal flange of gravel stop with primer and allow to dry. Seal gravel stop flange with 2 layers of 15 pound asphalt saturated felt set in hot asphalt. The bottom layer being 6" wide and the top layer 12" wide.

7. SURFACING

Entire roof area to be finished with a top coating of hot asphalt uniformly applied as called for in manufacturer's specifications.

SECTION 7A - BUILT-UP ROOFING (Cont.)

8. FLASHING MEMBRANES

At intersection of roof deck and vertical surfaces and elsewhere where shown on the drawings, use the standard Fiberglas Flashing system, or equal. Follow standard Specification No. PM-2.

9. COUNTERFLASHINGS

Metal counterflashings to be as specified and as shown on plans. Minimum end lap to be 4" and packed with flashing compound at all joints.

10. CUT-OUT SAMPLE

Upon completion of the roofing, and before the final surface is applied, the roofer may be required upon request of the Architect to cut 4" by 36" pieces of roofing perpendicular to the run of the felts and through to the decking at not more than 4 places to check weight and felts. Bitumen must be well distributed between felts and all felts tightly bonded. If deviation from this requirement is found the roofer shall at his own expense make corrections satisfactory and approved by the Architect and the bonding manufacturer. In any event the roofer shall at his own expense replace and repair the cut areas to the satisfaction of the Architect and bonding manufacturer.

11. WEATHER CONDITIONS

The base sheet or roofing shall not be applied during cold or wet weather, or upon a deck which is not thoroughly dry.

12. MATERIALS AND PLACEMENT

Manufacturer's materials must be delivered in their original containers and must be stored so that they will not absorb moisture. All mop coats must be hot when the roofing materials are applied. Roofing asphalt shall be applied at temperatures within the 375°-425°F. range and not heated to exceed an average maximum temperature of 450 F. throughout the kettle. A temperature gauge shall be provided on the kettle for maintaining the temperature specified above. Asphalt shall be heated slowly and the temperature kept relatively stable by maintaining the fluid level in the kettle constant by addition of fresh asphalt in small chunks.

13. GUARANTEE

Before final payment the Contractor shall furnish a manufacturer's standard Built-Up Roofing Agreement Bond with Roof Flashing Endorsement with a maximum liability of \$10.00 per square for a period of 20 years, if requested in writing by the Architect and paid for as an "extra" by the Owner.

SECTION 7B - MISC. SHEET METAL WORK

1. GENERAL

All sheet metal shall be of best commercial quality, thickness not less than that called for on the plans or as hereinafter specified.

2. MATERIAL SCHEDULE

Coping, Flashing, and all Miscellaneous Steel Metal shall be 24 gage galvanized iron.

3. INSTALLATION - GENERAL

Execute by skilled mechanics, according to best methods known to crafts. Lines, molding, edges sharp and true, reinforced as required for stiffness. Allow for expansion and contraction and for shrinkage of wood and construction. Joints and seams neatly formed and finished, surfaces free from waves and buckles. Make exterior work permanently watertight. Use concealed fastenings wherever practicable. All exposed fastenings to be rust-proof and of sufficient quantity to securely anchor all sheet metal work.

SECTION 7C - CALKING

1. MATERIALS

a. Calking Compound. Sealant shall be A. G. Horn Co. "Vulcatex", or equal. Color as selected.

b. Expansion Material. Closed cell non-staining polyethylene in round or square shape as recommended and furnished by the sealant manufacturer.

2. WORKMANSHIP

a. Preparation. See that joints and spaces to be calked are clean and dry. Where joints are more than 3/4 inch deep, or where no suitable backstop is provided, pack with expansion material specified above to within 1/2 inch of the surface.

b. Application. Calk all joints before final coat of paint is applied. Use calking gun with a nozzle of proper size. Sufficient pressure shall be used to fill voids and joints solid. Superficial pointing with skin beads will not be accepted. Remove excess compound and leave surfaces neat, smooth and clean.

c. Cleaning Up. Upon completion, all surfaces shall be thoroughly cleaned and left in first class condition.

SECTION 7D - COMPOSITION SHINGLES

1. MATERIALS

Johns-Manville 265 pounds Fire King, Seal Tab asphalt Shingles.

2. INSTALLATION

To be installed over wood shingles on all existing individual Housing Units. Wood shingles that are badly curled should be split with shingle hatchet before applying new shingle. New shingles shall be applied according to manufacturer's directions.

3. SHINGLE TRIM

Prepare or replace shingle trim on rake that show the need as directed by Architect before painting is started.

SECTION 8A - HOLLOW METAL DOORS AND FRAMES

1. FRAMES

All exterior frames as shown on the plans as Hollow Metal shall be AMWELD or approved equal, pressed steel frames, 16 gage, sizes, thickness, and designs as shown on the plans. All exterior frames shall be welded and ground smooth. Interior steel door frames shall be 18 gauge. All Hinges shall be installed at the factory. Each door frame shall have one pair of 4-1/2" x 4-1/2" butts. Strike plates shall be furnished for hardware as specified under Finish Hardware Schedule. Finish to be bonderized prime coat. At least two rubber bumpers per strike jamb mounted in the stops. Provide three anchors per jamb of the masonry or stud type as required. Frames in masonry walls to be installed plumb and secure with the masonry neatly laid to each jamb. Securely brace frame during construction to prevent knocking out of alignment.

2. DOORS

AMWELD, hollow metal, Full Flush Doors, (including top and bottom) sizes, thickness, and label as shown on the plans. Steel frames to be as specified from same manufacturer as the doors. Faces to be 20 gage cold rolled leveled sheet steel. Both faces of the door shall have a smooth, seamless, unbroken surface. Interior construction shall be rigid and sound. Provide sound deadening insulation prior to or during assembly. All doors shall be reinforced for locks, hinges, closers and miscellaneous hardware as specified under the Finish Hardware Section. Finish shall be baked on gray enamel prime coat. See Sheet # R-15 of drawings for steel door and frame in Wash House. Pair 3-1/2" x 3-1/2" hinges to be installed at factory.

SECTION 8B - WOOD DOORS, FRAMES & SCREEN DOORS

1. LOCATION

Wood doors shall be installed where shown on the plans.

2. WOOD

Doors to be unselected Birch face with edges banded with Birch finish.

3. TYPE

Wood doors to be solid core, size and thickness as shown on the plans.

4. INSTALLATION

Install carefully to avoid hammer marks and blemishes. Hardware as selected to be installed according to manufacturer's directions.

5. GUARANTEE

All wood doors shall be guaranteed against warpage, delamination, and other imperfections.

6. WOOD DOOR FRAMES (individual houses)

Frames and stops shall be #1 Douglas Fir suitable for staining or painting to a dark or light finish as selected. Sizes as shown on drawings.

7. SCREEN DOORS

Install 1-1/8" NORD Number 1843 or approved equal wood screen doors with galvanized mesh screen on all front doors of row house apartments as well as individual houses as noted on remodeling schedule on sheet R-13 of the drawings. See plans for sizes of openings. Screen door hardware to be installed but furnished under Section 8D.

SECTION 8C - ALUMINUM WINDOWS, GLAZING & SCREENS

1. GENERAL

Aluminum single rolling windows shown on plans shall be HILITE SERIES 125 or approved equal, on all Row Housing Units.

a. Material. HILITE Series 125 shall be fabricated from heavy gauge custom extrusion of 6063-T5 tempered aluminum alloy.

b. Finish. All aluminum members shall be etched and anodized. All steel parts shall have a finish of clear iridited bright cadmium plate.

c. Screens. The screens on the single rolling window sash shall have a frame fabricated from roll-formed tubular aluminum. The screening shall be #18 x 14 mesh fiberglass cloth.

d. Installation. All units shall be installed in accordance with manufacturer's recommendation.

e. Glazing. Bathroom windows shall be glazed with Factrolite obscure glass. All other windows shall be glazed with single strength glass.

f. Certification. All windows and glass shall be certified with an "AAMA" label.

2. EXISTING INDIVIDUAL HOUSING UNITS

a. Screens. The screens as called for on Schedule, Sheet # R-13 of drawings shall have a frame fabricated from roll formed tubular aluminum. The screening shall be #18 x 14 mesh fiberglass cloth.

b. Installation. Measure and fit to the sizes of the existing window openings. Install only after painting is done.

SECTION 8D - FINISH HARDWARE

1. WORK INCLUDED

All hardware required for proper operation, fastening and locking of movable parts shown on drawings, whether or not listed in hardware schedule.

2. HARDWARE APPLICATION AND FIT

Contractor responsible for proper application and fit in location specified.

3. HARDWARE SCHEDULE

Submit 4 copies to Architect, obtain approval before ordering.

List equivalent numbers, or those specified, for all items.

If accepted, two approved copies will be returned.

Approval of schedule will not relieve Contractor of responsibility of furnishing all necessary hardware.

4. KEYING

Key locks as directed by Architect.

Key cylinder locks separately, and masterkey in groups as directed by the Architect; then Grand Masterkey the entire project of row housing. Furnish two keys of each lock, and four masterkeys mailed direct to the Architect.

5. HINGES

As manufactured by Stanley, or approved equal.

a. Metal Door Hinges shall be furnished by the door manufacturer and installed at the factory.

b. Each Screen Door on row housing shall have 1-1/2 pair 3" x 2-1/2" full surface baked enamel screen door hinges. Screen doors on individual housing units shall have half surface hinges to fit wood jambs. Each door to have screen door spring, hook & eye security latch. Use Special metal screw eyes to secure to metal jambs.

c. Doors on Individual Housing Units that are to have new hardware (see schedule on Sheet R-13 of drawings) shall have 1-1/2 pair 3" x 3" hinges finished to match lock set.

6. LOCKS

As manufactured by Russwin, or approved equal. All doors to be prepared for 2-3/4" standard backset and ASA strike plates.

a. Each Row Housing front door shall have one lockset #3340, 5/8 Had. x 2-3/4 B.S. x ASA strike US26D; one Permko door shoe #210A-36".

b. Each bathroom door shall have one latch set #3310 Had. x 2-3/4" B.S. x ASA strike US 26D.

c. Each door of individual Housing Units to have lock sets according to schedule on sheet # R-13 of drawings shall be same locksets as on row housing.

d. Wash House entry door to have one lockset #3340, 3/8 HAD. x 3-3/4 B.S. x ASA strike US26D.

SECTION 9A - PLASTERING

1. GENERAL

The underside of all exposed concrete ceilings on the interior of the row housing units shall be covered with the following acoustical treatment.

2. MATERIAL

a. Bonding Agent shall be PLASTER-WELD, or equal, chemical bonding agent or other type bond material as recommended by Kaiser or approved equal manufacturer.

b. Acoustical Plaster shall be Kaiser "K-SPRAY" or approved equal, premixed light weight aggregate texture spray material suited for this application.

3. APPLICATION

Application shall be by an even spray coat of material over the entire ceiling area as recommended by the manufacturer. Finish surface to be applied with a commercial spray unit suited for the application. Adjust the mix and air flow to obtain an even coat of texture, approximately 1/8 inch to 1/4" thick over the entire ceiling area. Finish texture to be as selected by the Architect. Color to be white.

4. PROTECTION AND CLEAN UP

Provide adequate protection of surrounding materials during application of textured ceilings. Clean up all surfaces adjacent to application of the texture.

SECTION 9B - FLOOR COVERING, BASE & COUNTERTOPS

1. GENERAL

- a. Areas to Be Covered. See Room Finish Schedule, Sheet #A6 and # R-13 of the drawings. This Contractor shall be responsible for pulling and resetting all water closets where underlayment must be applied in Bathrooms of existing housing units. New Water seals will be installed in resetting water closets.
- b. Temperatures to be Maintained. In spaces where covering is to be installed shall not be lower than 70 degrees F. for 48 hours before laying, during laying, and for 48 hours after laying.
- c. Delivery of Material. Deliver in unbroken packages, manufacturer's original labels thereon. Do not remove labels or open packages until inspected and approved by Architect.
- d. Storage of Material. Unroll sheet material and lay on floor, stack tile in rooms at not lower than 70 degrees F. temperature for 48 hours before laying.

2. PREPARATION OF SURFACES

See that surfaces are in proper condition for installation of covering. Application of any material on a surface by this Contractor constitutes acceptance of that surface as being fit to apply material herein specified. Remove grease, dirt, and other foreign substances. Patch minor irregularities and receive Architect's approval before proceeding.

3. UNDERLAYMENT (Existing Housing Units)

See Sheet # R-13 of Drawings.

- a. Floor Underlayment shall be either plywood or hardboard. Thickness to be 1/4". Hardboard shall be equal to Armstrong DeLuxe Temboard Underlayment S-600. Plywood shall be DFPA Underlayment Grade, interior type, except outdoors it shall be exterior type.
- b. Installation. Fasten underlayment to subfloor with 4d nails, cement coated, ring grooved, or approved stapler. Fasteners shall be not over 4 inches o.c. in all directions and at edges and driven flush of 1/32" below the surface. Space underlayment 1/64" apart to allow for expansion.

4. MATERIALS

- a. Vinyl Asbestos Tile. Azrock, or equal standard 1/8 inch thick 12" x 12" or 9"x9" size, color as selected from standard color range of the manufacturer as selected by the Architect.
- b. Rubber Base. Burke Rubber Company standard Top Set Cover base, or equal, Height to be 4", color as selected by the Architect.
- c. Linoleum. Armstrong SABRIL or approved equal to be used for floor covering in Bathrooms and Kitchens of Existing Housing Units. See Sheet # R-13 of drawings for areas to be covered.

SECTION 9B - FLOOR COVERING, BASE & COUNTERTOPS (Cont.)

5. INSTALLATION.

- a. General. All borders to be as nearly equal as possible and of same material as floor tile. Manufacturer's specifications for installation of each material shall be strictly followed.
- b. Vinyl Asbestos Tile. Follow standard specifications of the Asphalt and Vinyl Asbestos Tile Institute. Use only adhesives recommended by the tile manufacturer.
- c. Base. Install where shown on the Room Finish Schedule and on toe space of all cabinets as shown on Millwork details. Use as long lengths as practicable with preformed external rubber corners where required. Use non-hardening mastic as recommended by the manufacturer. Replace any base which loosens during guarantee period.
- d. Kitchen Countertops. Plastic laminated tops shall be installed under millwork Section 6B on all new cabinets. This Contractor shall install Armstrong SABRIL or equal on existing counter tops as called for on Schedule, Sheet # R-13 of the drawings.
6. CLEANING AND FINISHING
Replace broken or cracked floor tile during guarantee period. After thoroughly cleaning floor tile apply one coat of self polishing, non-slip, wax recommended by tile manufacturer, just before final acceptance of building. Leave all surfaces clean, smooth, free from waves, buckles, cracks and projecting edges.

SECTION 9C - PAINTING AND FINISHING

1. GENERAL

a. Colors as selected by the Architect.

b. Delivery & Storage of Material. Deliver materials in unbroken packages, manufacturer's original labels thereon. Store and mix materials where and as directed.

c. Weather Conditions. Do no outside work during damp or freezing weather, or until surfaces have thoroughly dried from effects of such weather. See that proper temperatures are maintained for inside work. Do not work when dust or insects are present.

d. Protection of Finished Work. Use tarps or drop cloths when working above or adjacent to finished work, including painting. Clean paint spatters and finish stains from finished surfaces.

e. Inflammable Material. Take extraordinary care to prevent fire. Open cans of paint and varnish only as needed. Keep rubbing cloths and oily rags in tightly closed metal containers, or remove from building at close of each day's work.

f. Row Housing - No Finish Required on the Following: Block walls, (except for Alternate #1) Concrete roof system.

g. Individual Housing Units shall be painted as shown on Painting Schedule.

h. Wash House. (Alternate #2) shall be painted as shown on Painting Schedule.

2. MATERIALS

a. Manufacturer and Grade. Highest quality, as manufactured by W. P. FULLER, GLIDDEN, GENERAL PAINT, PITTSBURGH, PRATT & LAMBERT, SHERWIN-WILLIAMS, or as otherwise specified for use on the work. Obtain approval before ordering.

3. PREPARATION OF SURFACES

a. General. Before painting, remove or provide ample protection for hardware, built in equipment, accessories, plates, lighting fixtures and similar items. Replace upon completion. Remove doors, if necessary to paint bottom edge. Use only skilled mechanics for removing and re-installing above items. Application of first coat constitutes acceptance of surface by painter.

b. Wood. Sandpaper smooth and even, then dust off. Shellac sap and knots. After prime or stain coat has been applied, fill holes and cracks with putty or plastic wood. For natural finish, color putty to match wood.

c. Steel and Iron. Galvanized: Thoroughly clean with gasoline or other solvent removing all grease and oil.

Non-Galvanized: Remove grease, rust, scale and dust; touch up damaged areas in shop coat. Remove scale by wire brushing and sand papering as necessary to produce surfaces satisfactory for painting.

SECTION 9C - PAINTING AND FINISHING (Cont.)

4. APPLICATION OF PAINT AND FINISH

a. Workmanship. Highest quality, performed by skilled mechanics to Architect's satisfaction. Sandpaper surfaces of all new materials to be painted. Spread material evenly, without runs or sags. Cut sharp lines against glass, other materials and different colors. Allow ample time between coats for thoroughly drying. Prime backs of wood trim, interior and exterior, with first coat specified for finish.

b. Defective Work. Contractor responsible, from whatever cause; refinish at Contractor's expense. Repair work damaged during construction, leave in first class condition.

5. PAINTING SCHEDULES

a. General. The coats of paint specified hereinafter is in addition to shop coats specified in other Sections.

b. Schedule for Exterior Painting (Row Housing). 1. Metal doors and frames to have two coats Trim and Shutter paint applied over factory applied prime coat. 2. All exposed galvanized metal and iron shall have one coat Galvanized iron primer, two coats trim and shutter paint. 3. Wood screen doors shall have two coats stain as directed by Architect.

c. Schedule for Exterior Painting (Individual Housing & Wash House). 1. One coat exterior latex on all existing siding and trim. 2. One coat primer and one coat exterior latex on all new wood. 3. Two coats stain or paint on any new screen doors. Check with Architect before applying finish.

d. Schedule for Interior Painting (Row Housing). 1. Kitchen cabinets and misc. shelving shall have three coats, stain or paint finish at Architect's option. Consult Architect before starting work. 2. Metal Door and Jamb shall have two coats enamel work over factory applied prime coat.

e. Schedule for Interior Painting (Individual Housing). 1. All walls and ceilings of Kitchen and Bath to have one coat semi-gloss enamel. 2. All other walls and ceilings shall have one coat interior latex. 3. One coat of primer and one coat semi-gloss enamel on all new woodwork.

f. Wash House (Alternate Bid #2). All new wood surfaces shall have one coat undercoat, one coat semi-gloss enamel on interior surfaces and one coat undercoat, one coat exterior house paint on exterior surface. The interior shall be size as shown on plan sheet # R-14 of drawings. The exterior will be the entire outside surface of existing building. A visit to the site will be necessary to determine the amount of surface to be painted.

6. CLEANING UP AND GLASS WASHING

a. Clean Up. Clean up paint spatters and stains on finished work. Leave job in neat and clean condition. Dispose of all empty cans, boxes and other debris.

b. Glass Washing. Clean paint spatters and other dirt from all glass. Thoroughly wash all glass, inside and out, just before final inspection.

7. SHOWER STALLS (Alternate #1)

Y-5503/Y-5504 GLID-TILE Epoxide Block Sealer and filler. Then apply GLID-TILE EPOXIDE coating system as recommended by manufacturer.

SECTION 15A - PLUMBING

1. GENERAL

- a. Plumbing Code. All work shall comply with the Local Plumbing Code or State Plumbing Code in all respects. Permits, fees or charges for inspection or other services to be paid for by this Contractor. Local codes and ordinances are to be considered as minimum requirements and must be properly executed without expense to Owner, but do not relieve the Contractor from work shown that exceeds minimum requirements.
- b. Excavation and Backfill. Excavate trenches for underground pipelines to required depth. Excavate bell holes so that entire length of pipe bears on solid ground. Lay sewer and water piping in separate trenches. When pipelines have been tested, backfill trench. Backfill in piping trenches shall consist of the excavated materials from the trench and shall be compacted by suitable equipment to 95% of modified A.A.S.H.O. density in areas under floors and paving and 90% in other areas.
- c. Field Measurements. Verify all measurements at the building and become fully acquainted with the existing conditions before beginning work.
- d. Cutting and Patching. All necessary cutting and patching of walls, floors, partitions, ceilings, etc., as required for the proper installation of the work under the contract shall be done at the expense of the Contractor. No concrete "Tee", beams, girders or columns shall be cut by a contractor without obtaining permission from the Architect. All cutting, including cutting and drilling of concrete, drilling and patching for expansion bolts, shields, hangers and other supports, shall be done by this Contractor, subject to the approval of the Architect. Labor and materials required to replace or refinish parts cut or injured, shall be furnished at this Contractor's expense, subject to the satisfaction of the Architect.
- e. Cooperation. Cooperation with other crafts in the coordination of work. Promptly respond when notified that construction is ready for the installation of work under this section. Contractor will be held responsible for any delays which might be caused by his negligence or failure to cooperate with other contractors or crafts.
- f. Supervision. The Contractor shall have a competent superintendent in charge of the work at all times. Anyone found incompetent shall be removed at once and replaced by someone satisfactory, when requested by the Architect.
- g. Cleaning System. Thoroughly clean all equipment, piping and any other material used, free from rust, scale and dirt before painting or covering is done, or the system put into operation.
- h. Tests. Piping systems shall be subjected to tests, as required by the Plumbing Code and no piping shall be covered or concealed until it has been so tested, inspected and approved by the Architect and local inspector having jurisdiction.

2. PERMITS

Contractor shall obtain all permits and pay all fees for same as required by State, County and/or Municipal laws and ordinances. The installed work shall comply with all requirements of applicable sanitary codes.

SECTION 15A - PLUMBING (Cont.)

3. WASTE PIPING

Waste piping below grade and within confines of the building shall be cast iron, bell and spigot, calked with oakum and lead.

Waste piping below grade, not within confines of the building may be first quality cement asbestos pipe at option of Contractor.

Waste and vent piping 2-1/2" or less may have screwed fittings.

Contractor will provide proper iron bodied clean-outs with brass plugs brought to floor level or grade as shown on plans or otherwise required to make every part of system accessible.

4. WATER PIPING

All water piping shall be copper, Type "K" below grade and where inaccessible, Type "L" above slabs where accessible. All joints are to be made above grade whenever possible.

Cold water is to be supplied to all plumbing fixtures shown in row housing units and new piping to and from new hot water tanks in sixteen of the individual housing units. Hot water is to be furnished to all lavatories and sinks in row housing units and 16 of the individual housing units. See schedule of individual housing units on sheet # R-13 of the drawings.

5. CAST IRON PIPE AND FITTINGS

Cast iron pipe shall be WWP-401, Service Weight cast iron soil pipe, meeting Federal Spec. WWP-401, coated inside and outside with asphalt applied while hot.

Fitting shall be of corresponding quality.

Use wye fittings, and 1/8 and 16 bends wherever possible.

6. STEEL PIPE AND FITTINGS

Steel piping shall be the best quality standard weight galvanized steel pipe with screwed joints of guaranteed standard full weight and thickness. Ends of all pipe shall be reamed out before being made up into fittings. Use graphite and oil applied to male thread only in making up all pipe joint fittings. Fittings for vent piping shall be standard weight cast iron, galvanized flat head. Fittings for hot and cold water shall be beaded galvanized malleable iron.

7. UNIONS AND CONNECTIONS. Install malleable ground joint unions in hot and cold water piping throughout the system so that any portion can be taken down for repairs or inspection without injury to same or covering. Running threads or long screws will not be permitted in jointing any pipe.

8. VALVES

Provide cut-off valves for water supplies to each fixture.

9. HANGERS, SUPPORTS, AND ANCHORS

Suspended piping to be hung with approved malleable iron, solid or split ring expansion pipe hangers, spaced not over 10'-0" apart. Support vertical runs with heavy wrought iron clamps or collars.

Chain, strap iron, or wire hangers will not be permitted.

Make arrangements for proper drilling of crosspieces and cooperate with other contractors in-so-far as location is concerned.

All supports and hangers will be so placed as to allow no sag or pockets to develop in any of the piping.

10. FLOOR AND CEILING PLATES

Furnish and install an approved type brass chromium plated ceiling and floor plate on all pipes passing through floors, partitions and ceilings.

SECTION 15A - PLUMBING (Cont.)

11. PIPING INSTALLATION

Run main soil pipe and branches to all fixtures. Size piping as shown. Run piping direct and concealed from view, unless shown. Grade horizontal runs as per plumbing code. Provide sufficient drains to draw water from entire domestic water system and sections thereof where cut-offs are shown.

Furnish and install complete hot and/or cold water service to all fixtures shown on drawings. Run lines parallel to each other and parallel with the lines of the building. Cut pipes accurately to required measurements and work into place without springing or forcing.

Provide for expansion and contraction of piping.

Paint exposed threads on underground piping one coat asphaltum varnish.

Hot and cold water piping to be run generally as shown on drawings, or most efficient route if not shown and connections made to all fixtures and equipment requiring water.

12. CLEANOUTS

Provide and set full size "Y" fittings for cleanouts at foot of each riser, at ends of branches from toilets, at points where a change of direction occurs, on exposed and accessible traps, at points where required to remove rust accumulation or other obstructions and as shown on plans. Set screw cap in cleanout with graphite paste. Cleanouts in floors shall be ASCO floor level cleanout fittings with brass or chrome covers flush with finished floor. Location of all cleanouts subject to approval of Inspector and Architect.

13. VENTS

Vent lines shall follow soil and waste lines connecting with them above highest fixture with proper fittings. Carry vents through the roof as shown, 12" above roof. Bring together in one stack through roof wherever possible.

14. FLASHING CONNECTIONS

Flash openings in roof for vent pipes with Simplex adjustable flashing of galvanized iron. Make flashing watertight at roof.

15. CONNECTION TO SEWER

This Contractor shall make the connection to the Sewer system in the street as shown on the plans. (See Sheets 2, 3, and 4 of drawings.)

16. PIPE INSULATION

All hot and cold water lines beneath any concrete slab shall be completely insulated with 3/4 inch Fiberglass pipe insulation with vapor barrier jacket. Protect vapor barrier from damage during installation of concrete floor. Install insulation according to manufacturer's recommendations.

17. PLUMBING FIXTURES

a. General. Furnish and install the necessary plumbing fixtures in quantity as shown on the plans. Before fixtures are ordered, the Contractor shall submit a complete list of plumbing fixtures, giving the catalog number, make and cut, for approval. Fixtures shall not be ordered until this list is approved.

b. Fixture Schedule - Row Housing. All fixtures to be furnished and installed complete with hot and cold water, waste and vent connections, chrome trim and fittings as required for complete installation. All fixtures to be new, catalog and manufacturer's numbers taken from the manufacturer's catalog, as approved equal, as listed hereinafter:

SECTION 15A - PLUMBING (Cont.)

Contractor will furnish and install white plumbing fixtures as follows:

(1) Kitchen (112 units)

- (1) #SL-2124-3 sink
- (1) #31-360 sink faucets
- (1) Basket Strainer
- (1) 1-1/2" P-Trap
- (1) Hudee Rim
- (1) Pair water supplies with shut offs.

(2) Bath Room (112 Units)

- (1) VCL 1719. 19" x 17" southern, Porcelain China Lavatory
- (1) #43-120 P.P center set
- (1) 1-1/4" chrome P. Trap
- (1) Pair water supplies with shut offs.
- (1) K-3512 PB Kohler Closet
- (1) K-4670-C white plastic seat
- (1) Water supply with shut off
- (1) #40-BRD-1, Payne or equal, 40 gal. electric hot water heater, with pop off plumbed back to shower drain.
- (1) Toilet Paper Holder, Hallmack #671 at each water closet.
- (1) 24" Hallmack Towel Bars.

(3) Shower Stall (112 Units)

- (1) #3232 Showerfold shower base and fiberglass walls as called for on sheet # A-7 of drawings.
- (1) #202-36A Josam or approved equal floor drain. (used only in Alternate Bid #1)
- (1) 1" chrome curtain rod installed at 5'-6"
- (1) #07310 Price and Pfister Shower head
- (1) pair shower valves.

Shower stall will be bid as deduct item in Alternate Bid No. 1.

c. Fixture Schedule - Individual Housing. See Schedule or sheet R-13 of drawings for housing units to get the following equipment.

- (16) #40-BLD-1, 40 gal. Payne or equal electric hot water heater. To be installed as shown on drawings. Provide pop off valve as called for by the State.
- (1) #SL-2124-3 Southern Porcelain China Sink with #31-360 faucet, basket strainer. Provide all connections as necessary to install sinks.
- (4) FIAT #36S Pilot shower stall with (1) set #07310 price and pfister shower trim. Remove existing shower stall.

18. WASH HOUSE (Alternate Bid #2)

Install waste lines as shown on the drawings.

SECTION 16A - ELECTRICAL

1. SCOPE

Furnish all labor, equipment, and materials to install completely the electrical work as shown on the plans and as specified herein, including all wiring required for mechanical work.

2. GENERAL REQUIREMENTS

a. Rules and Codes. The current edition of the National Electric Code, together with the Electrical Code of the State of Idaho shall be followed and adhered to as a minimum requirement for all electrical work. The Contractor shall perform work exceeding minimum requirements when called for on the plans.

b. Permits and Inspections. This Contractor shall obtain and pay for all necessary permits and inspections in connection with this work, as required by local and state laws and regulation. All work shall be inspected by proper local and state authorities as the work progresses.

c. Tests. This Contractor shall completely test the electrical system to assure that circuits are wired as called for on the drawings, and shall test the system for grounds and short circuits.

d. Cooperation. Cooperate with other crafts in the coordination of work. Promptly respond when notified that construction is ready for the installation of work under this section. Contractor will be held responsible for any delays which might be caused by his negligence or failure to cooperate with other contractors or crafts.

e. Excavation and Backfill. This Contractor shall do all necessary excavation and backfilling required for the proper installation of his work inside the building and premises or outside as may be necessary. All trenches near or under footings shall be cut only after approval of the Architect, and all backfilling of such trenches shall be according to his directions.

f. Storage & Protection of Materials. Provide own storage space for storage of materials and assume complete responsibility for losses due to any cause whatsoever. Storage shall not interfere with traffic conditions in any public thoroughfare. Protect completed work, work underway and materials against loss or damage. Close conduit openings with caps or plugs during installation. Cover fixtures and equipment and protect against dirt, or damage caused by water, chemicals or mechanical accident.

g. Field Measurements. Verify all measurements at the building and become fully acquainted with the existing conditions before beginning work.

h. Cutting & Patching. All necessary cutting and patching of walls, floors, partitions, ceiling, etc., as required for the proper installation of the work under this Contract shall be done at the expense of this Contractor. No joists, beams, girders or columns shall be cut by any contractor without obtaining written permission from the Architect. Labor and materials required to replace or refinish parts cut or damaged, shall be furnished at this Contractor's expense, subject to the satisfaction of the Architect.

i. Supervision. This Contractor shall have a competent Electrical Superintendent in charge of the work at all times. Any person employed by this Contractor found incompetent shall be removed at once and replaced by someone satisfactory when requested by the Architect.

SECTION 16A - ELECTRICAL (Cont.)

1. Guarantee. This Contractor shall guarantee all parts of this installation free from defects in materials and workmanship for a period of one (1) year from the time of final acceptance. An exception to this guarantee is all incandescent lamps, which shall be guaranteed for a period of one (1) month from the time of acceptance. He shall furnish or repair, free of charge, any item which proves defective within its guarantee period, provided such defect is not due to carelessness or negligence in operation and maintenance.

3. PANELS

a. Manufacturer. Furnish and install General Electric, Westinghouse, Murry, I.T.E., or approved equal, branch lighting and power panels of the type and in the locations as shown on the plans.

b. Circuit Breakers. Row Housing units will have double pole common trip circuit breakers in the service entrance panel.
Wash House (Alternate bid #2) shall have single pole circuit breakers.

c. Fustat and Fusetron. In all Row Housing and Individual Housing units as manufactured by Bus Manufacturing Company or approved equal.

d. Panel Type. Panels shall have a door with flush-mounted latch in Row Housing. Individual housing units shall have raintight surface mounted panels. Wash House shall have surface mounted panel.

e. Directory. Install a typewritten circuit directory in a plastic enclosure inside the door.

f. Workmanship. Conductors shall be neatly cabled in the panel gutters, with excess wire lengths cut off.

4. WIRE AND CABLE

a. Feeder Circuits. All wire and cable for feeder circuits shall conform to the latest requirements of the current edition of NEC and shall meet all A.S.T.M. specifications. Wire and cable shall be new and shall have its size, grade of insulation, voltage, and manufacturer's name permanently marked on its outer covering at regular intervals, and shall be delivered in complete coils or reels with identifying size and insulation tags. Wire and cable shall be suitable protected from weather and damage during storage and handling, and shall be in first-class condition when installed. Conductors of #4 AWG or smaller shall be soft-drawn copper, covered with a thermo-plastic jacket of a polyvinyl or polyethylene type. Conductor sizes shall be in accordance with American Wire Gauge sizes, with No. 6 and larger of stranded construction and No. 8 and smaller of solid construction. Wire and cable shall be factory color-coded, with a separate color for each phase and neutral used consistently throughout the system. Conductors of #2 AWG and larger shall be of the 600-volt, type THW and RHW insulation, or other types as noted. Wire and cable shall be as manufactured by the General Cable Company, General Electric, Rome Cable, or equal. Sizes, insulation and voltage rating shall be as specified herein or on the Drawings.

b. Branch Circuits. All conductors for low voltage (under 600 volts) branch circuits in conduit and raceways shall be soft-drawn copper of the AWG sizes noted, and insulated for 600 volts. Except as otherwise noted, wire sizes No. 10 and smaller shall be solid, thermoplastic type insulation (TW), No. 8 and larger, stranded thermoplastic type insulation (TW). All conductors shall conform to the latest requirements of the National Electrical Code, and shall meet all A.S.T.M. specifications. Wire size, insulation type, and manufacturer's name shall be permanently marked on the

SECTION 16A - ELECTRICAL (Cont.)

conductor jacket at regular intervals. All wire shall be delivered to the job in complete coils containing manufacturer's name and with approval tags indicating wire size and type of insulation. Wire shall be color-coded with a separate color for each phase and neutral, and the color code shall be used consistently throughout the installation. Wire and cable shall be as manufactured by General Cable, General Electric, Rome Cable, or equal. Nonmetallic cable can be used in individual housing units.

5. RACEWAYS

a. Rigid Metal Conduit: All exposed conduits, except as noted otherwise, shall be standard weight galvanized steel conduit. The Minimum conduit size shall be 1/2-inch nominal, unless otherwise noted. Conduit, elbows and couplings shall be as manufactured by Youngstown Sheet and Tube, Republic Steel, or equal.

b. EMT Conduit: Concealed conduit, which is not subject to moisture or damage, may be galvanized electric metallic tubing (EMT), and shall be an approved type as manufactured by Youngstown Sheet and Tube, Republic Steel, or equal.

6. OUTLET BOXES

a. Boxes shall be galvanized or cadmium-plated sheet steel of a class to satisfy the conditions at each outlet. The Contractor shall study the building conditions and materials surrounding each outlet prior to installing such boxes, to prevent interference with work of other trades. Remove knockouts only for entering conduit.

b. Installation. Install boxes as masonry walls are laid up.

c. Ceiling and Wall Fixture outlet and junction boxes. Not less than 4" octagonal. Where three or more entrances are made, use minimum box depth of 2-1/8".

d. Switch, and receptacle outlet boxes. Not less than 4" square, with appropriate plaster covers where necessary to set flush with finished surfaces. Where three or more entrances are made, use minimum box depth of 3-1/8".

e. Orientation. Orient convenience outlet and wall switch cover plates with the long axis in the horizontal plane.

f. Special purpose outlets. Standard or special outlet boxes equipped with special devices as indicated.

7. POWER OUTLETS

a. Termination. Where no switch or special receptacle is indicated, outlets shall consist of capped outlet boxes.

b. Connection. Connect switch or outlet box to terminal box on motor of appliance with the shortest practical length of flexible conduit.

8. WIRING DEVICES

a. Wall Switches: Wall switches shall be specification grade, flush tumbler type "AC" rated at 20 amperes, 277 volts, AC, ivory color, unless otherwise noted. Switch mechanism shall be completely enclosed in a stable composition or ceramic housing with binding screws designed to take up to No. 10 wiring. Switches shall be Hubbell No. 1221-I or equal. Switches shall be single-pole, double-pole, 3-way, or key as indicated by the

SECTION 16A - ELECTRICAL (Cont.)

drawing symbols. Where tumbler switches operate vertically, the switch shall be "on" in the upper position, where operated horizontally, the "on" position shall be at the left. Where more than one switch is shown at an outlet, switches shall be installed under a gang plate in a sequence appropriate to outlet location.

b. Convenience Duplex Outlets. Convenience duplex outlets shall be 15 amperes, 125 volts, AC, ivory color, with double-sided contacts and a third grounding contact, back and side wiring, specification grade, Hubbell No. 5262-I, or equal.

9. LIGHTING FIXTURES & LAMPS

a. Fixtures. Furnish and install complete, including lamps, all lighting fixtures and accessories as indicated on the Drawings. All fixtures shall be new and bear the U.L. label. All painted sheet metal surfaces shall have rust-proofing chemical treatment and a baked enamel finish. All scratches, nicks, or other damage shall be repaired and refinished with materials and methods equal to the original. Bent, warped, cracked, or chipped parts shall be repaired or replaced and refinished with materials and methods equal to the original. Bent, warped, cracked, or chipped parts shall be repaired or replaced. Incandescent sockets shall be porcelain.

b. Lamps shall be General Electric, Westinghouse, or Sylvania, delivered to the job-site in factory-sealed cartons.

10. ELECTRIC HEAT

Install "CEILHEAT" or approved equal wall heaters of the size as shown on drawings. Wall insert must be installed while masonry is being laid.

11. EQUIPMENT DISCONNECT SWITCHES

a. Type & Manufacturer. Indoor switches shall have NEMA 1 enclosure. Switches shall be General Electric, Westinghouse, Square D, or approved equal.

b. Disconnect Switches. Fractional horsepower motors may be disconnected with properly rated tumbler switches. Toggle switches in motor starter circuits are not acceptable as motor or starter disconnects.

12. WIRING METHODS

a. General. All wiring shall be installed in conduit with the exception of Individual Housing Units. All conduit run in concrete, underground, in masonry or where subject to damage and moisture conditions shall be rigid galvanized steel. No aluminum conduit shall be installed. Conduit in direct contact with earth shall be coated with an approved asphaltum paint or plastic wrapping as approved. All other conduit runs may be in electrical metallic tubing (EMT). All conduit shall be concealed wherever practical.

b. Motor Feeders and Connection. Motor feeders shall be copper type THW or RHW installed in rigid galvanized conduit, except the final 18-36 inches, which shall be flexible metal conduit. Motors shall be grounded with a visible green ground wire attached to the nearest known system grounding point.

c. Branch Circuits. Branch circuits shall be copper, type TW, installed in rigid conduit. Circuits run in furred spaces or exposed and not subject to moisture or damage may be run in EMT. Conductors in Underground conduit shall be copper, type RHW.

SECTION 16A - ELECTRICAL (Cont.)

d. Rigid Metal Conduit shall be installed in accordance with the requirements of the NEC. The minimum size conduit shall be 1/2" unless otherwise noted. Other sizes shall be as indicated on the Drawings, or as required by the NEC for the number and size of conductors installed. All conduit joints shall be cut square, threaded, reamed smooth and made up tight. P.V.C. may be used under concrete floor if approved by State Code.

e. EMT Raceways shall be installed in accordance with the requirements of the NEC. Couplings and connectors shall be the set-screw or pressure-gland type, and shall be made up tight.

13. LOCATION OF WIRING DEVICES

The Drawings for the general contract shall also be consulted before installation of this work. All locations of wiring devices are approximate only; before the placing of any work, this Contractor shall go over the job with the Architect for final location and heights. Unless otherwise noted, switches shall be mounted 48 inches above the floor, and convenience outlets shall be mounted 12 inches above the floor.

14. GROUNDING

All electrical panelboards, motors, and equipment shall be grounded in accordance with the requirements of the NEC. Ground wires shall be run in the service entrance conduit, and shall be connected to the nearest water lines. The neutral bus of all panelboards shall be grounded to the system ground.

15. LABELING

Mount laminated plastic (black with white core) labels on the exterior of disconnect switches, motor starters and controls and similar equipment, such as 1/2 HP fan, 5 HP pump, etc. Labels shall have 1/4" high engraved letters.

16. CLEANING UP

The Electrical Contractor shall continually remove debris, cuttings, crates, cartons, etc. created by his work. Such shall be done at sufficient frequency to eliminate hazards to the public, other workmen, the building, or the Owner's employees. Before acceptance of the installation, the Electrical Contractor shall carefully clean cabinets, panels, boxes, wiring devices, cover plates, etc., to remove dirt, cuttings, paint, plaster, mortar, concrete etc.

17. APPLIANCES

a. Ranges. The Contractor shall furnish and install in each of the 112 units of the row houses one apartment size range similar and equal to General Electric #J-235.

b. Refrigerators. The Contractor shall furnish and install in each of the 112 units of the row houses one refrigerator similar and equal to General Electric # TA-10DE. See Detail J on sheet A-5 of the plans for installation detail which will be required.