Smoke/Carbon Monoxide Detectors for:

Pawtucket Housing Authority

Burns Manor – 95 Park Street
Fogarty Manor – 214 Roosevelt Avenue
Kennedy Manor – 175 Broad Street
St Germain Manor – 401 Mineral Spring Avenue

September 8, 2025

Prepared for:

Pawtucket Housing Authority
214 Roosevelt Avenue
Pawtucket, RI 02860

Architect: Ed Wojcik Architect, Ltd.
One Richmond Square
Providence, RI 02906
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141 Industrial Drive
Slatersville, RI 02876
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SECTION 000110
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 000110 - Table of Contents
B. 001113 - Advertisement for Bids
C. 002113 - Instructions to Bidders
D. 003100 - Available Project Information
E. 004000 - Procurement Forms and Supplements
F. 004100 - Bid Form
G. 005000 - Contracting Forms and Supplements
H. 007300 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 011000 - Summary
B. 012000 - Price and Payment Procedures
C. 012100 - Allowances
D. 012500 - Substitution Procedures
E. 013000 - Administrative Requirements
F. 014000 - Quality Requirements
G. 014100 - Regulatory Requirements
H. 015000 - Temporary Facilities and Controls
I. 016000 - Product Requirements
J. 016116 - Volatile Organic Compound (VOC) Content Restrictions
K. 017000 - Execution and Closeout Requirements
L. 017800 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS (NOT USED)
2.03 DIVISION 03 -- CONCRETE (NOT USED)
2.04 DIVISION 04 -- MASONRY (NOT USED)
2.05 DIVISION 05 -- METALS (NOT USED)
2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES (NOT USED)
2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION (NOT USED)
2.08 DIVISION 08 -- OPENINGS (NOT USED)
2.09 DIVISION 09 -- FINISHES (NOT USED)
2.10 DIVISION 10 -- SPECIALTIES (NOT USED)
2.11 DIVISION 11 -- EQUIPMENT (NOT USED)
2.12 DIVISION 12 -- FURNISHINGS (NOT USED)
2.13 DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)
2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)
2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)
2.16 DIVISION 22 -- PLUMBING (NOT USED)
2.17 DIVISION 23 -- MECHANICAL (NOT USED)
2.18 DIVISION 25 -- INTEGRATED AUTOMATION (NOT USED)
2.19 DIVISION 26 -- ELECTRICAL
2.20 DIVISION 27 -- COMMUNICATIONS (NOT USED)
2.21 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)
2.22 DIVISION 31 -- EARTHWORK (NOT USED)
2.23 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)
2.24 DIVISION 33 -- UTILITIES (NOT USED)
2.25 DIVISION 34 -- TRANSPORTATION (NOT USED)
2.26 DIVISION 40 -- PROCESS INTEGRATION (NOT USED)
2.27 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT

END OF SECTION

SECTION 001113
ADVERTISEMENT FOR BIDS

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

A. Pawtucket Housing Authority

B. Address:
214 Roosevelt Avenue
Pawtucket, RI, 02860

1.02 DATE: SEPTEMBER 8, 2025

1.03 TO: POTENTIAL BIDDERS

A. Your firm is invited to submit an offer under seal to Owner for renovations of Burns Manor, Fogarty Manor, Kennedy Manor, and St. Germain Manor located at 95 Park Street, 214 Roosevelt Avenue, 175 Broad Street, and 401 Mineral Spring Avenue Pawtucket, RI (respectively) before 10:00 am local standard time on the 16th day of October, 2025. Bids must be in a sealed envelope labeled **"Smoke & Carbon Monoxide Detectors"** written clearly. Bids to be submitted at Fogarty Manor, 214 Roosevelt Avenue, Pawtucket, RI 02860.

B. Project: PHA Smoke & Carbon Monoxide Detectors

C. **General Contractors are required to be registered with SAM.gov and have active UEI #.**

D. **Contractors must submit certified payroll by mail, Attn: Alissa Stipa, Pawtucket Housing Authority, Kennedy Manor, 175 Broad Street, Pawtucket, RI 02860.**

E. Project Description: Install combination smoke & carbon monoxide detectors in bedrooms.

F. Prebid Conference: A non-mandatory bidders conference has been scheduled for **10:00 am on October 2, 2025** at the location of St. Germain Manor (401 Mineral Spring Avenue, Pawtucket, RI 02860).

G. Questions must be submitted by **10:00 am on Monday, October 6, 2025** to Matthew Clemence of Ed Wojcik Architect, Ltd. (email: mclemence@edwojcikarchitect.com). Responses will be in the form of an addendum issued by Wednesday, September 10, 2025.

H. Documents may be obtained from the Pawtucket Housing Authority website.

I. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.

J. Refer to other bidding requirements described in Document 002113 - Instructions to Bidders and Document 003100 - Available Project Information.

K. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.

L. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

M. The Owner reserves the right to accept or reject any or all offers.

1.04 SIGNATURE

END OF SECTION

SECTION 002113
INSTRUCTIONS TO BIDDERS

INVITATION

1.01 BID SUBMISSION

A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 214 Roosevelt Avenue, Pawtucket, RI before 10:00 a.m. local standard time on the 16th day of October 2025.

B. Offers submitted after the above time shall be returned to the bidder unopened.

C. Offers will be opened publicly immediately after the time for receipt of bids.

1.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete renovations to Burns Manor, Fogarty Manor, Kennedy Manor, and St. Germain Manor located at 95 Park Street, 214 Roosevelt Avenue, 175 Broad Street, and 401 Mineral Spring Avenue, Pawtucket, RI (respectively) for a Stipulated Sum contract, in accordance with Contract Documents.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises renovation, including electrical Work.

B. Location: Burns Manor, Fogarty Manor, Kennedy Manor, and St. Germain Manor located at 95 Park Street, 214 Roosevelt Avenue, 175 Broad Street, and 401 Mineral Spring Avenue, Pawtucket, RI 02860 (respectively).

1.04 CONTRACT TIME

A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.

B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.

2.02 CONTRACT DOCUMENTS IDENTIFICATION

A. Contract Documents are identified as Project Number 0725, as prepared by Architect who is located at One Richmond Square, Suite 100K, Providence, RI 02906, and with contents as identified in the Table of Contents.

2.03 AVAILABILITY

A. Bid documents are avaialbe electronically at Pawtucket Housing Authoriy website, printed at Bidders own cost.

B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

2.04 EXAMINATION

A. Bid Documents may be viewed at Pawtucket Housing Authority website.

B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.

C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

2.05 INQUIRIES/ADDENDA

A. Direct questions to Matthew Clemence, email; mclemence@edwojcikarchitect.com.

B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.

C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 10 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

2.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. General Requirements for Substitution Requests:
   1. Project Manual establishes standards for products, assemblies, and systems.
   2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
   3. Provide sufficient information to determine acceptability of proposed substitutions.
   4. Provide complete information on required revisions to other work to accommodate each proposed substitution.

B. Substitution Request Time Restrictions:
   1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.

C. Substitution Request Form:

D. Review and Acceptance of Request:
   1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.

E. See Section 012500 - Substitution Procedures for additional requirements.

SITE ASSESSMENT

3.01 SITE EXAMINATION

A. Examine the project site before submitting a bid.

3.02 PREBID CONFERENCE

A. A bidders conference has been scheduled for 10:00 a.m. on the 2nd day of October 2025 at the location of St. Germain Manor (401 Mineral Spring Avenue), Pawtucket, RI 02860.

B. Invited general contract bidders and suppliers are invited.

C. Representatives of Architect will be in attendance.

QUALIFICATIONS

4.01 EVIDENCE OF QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

B. **General Contractors must be registered with SAM.gov and have active UEI #.**

C. **Contractors must submit certified payroll by mail. Attn: Alissa Stipa, Pawtucket Housing Authority, Kennedy Manor, 175 Broad Street, Pawtucket, RI 02860.**

4.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

B. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

C. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

5.02 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.

D. Include the cost of bid security in the Bid Amount.

E. If no contract is awarded, all security deposits will be returned.

6.02 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Payment bond as described in 007300 - Supplementary Conditions.

B. Include the cost of performance assurance bonds in the Bid Amount.

6.03 INSURANCE

A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

6.04 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.

B. Taxes: Refer to Document 007300 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims, and products that are tax exempt.

6.05 FEES FOR CHANGES IN THE WORK

A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

6.06 BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

6.07 ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:
   1. HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
   2. Non-Collusive Affidavit
   3. Contractual Liability Risk Management Form
   4. HUD Form 2530 Previous Participation Certification

OFFER ACCEPTANCE/REJECTION

7.01 DURATION OF OFFER

7.02 ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

END OF SECTION

SECTION 004000
PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.

B. Representations and Certifications:
   1. Pawtucket Housing Authority Part II - Terms and Conditions
   2. HUD 2530 Previous Participation Certification
   3. HUD Form 5369 Instructions to Bidders and Contracts - Public and Indian Housing Programs
   4. HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders - Pulbic and Indian Housing Programs
   5. HUD 4010 Form
   6. Davis Bacon Act as amended
   7. Wage Rates General RI 20250001 (Fogarty Manor and Kennedy Manor)
   8. Wage Rates General RI 20250002 (Burns Manor and St. Germain Manor)
   9. Section 3 Clause
   10. U.S. Department of Labor Payroll Form
   11. Non-Collusion Affidavit: _____.
   12. Contractual Liability Risk Management Form
   13. Contract Insurance Provisions
   14. Certificate of Liablity Insurance Form
   15. Pawtucket Housing Authority Holiday Schedule 2025

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause:

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall breach or otherwise violate any of the covenants, agreements, stipulations, terms, or conditions of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, or any violation of any of the covenants, agreements, stipulations, terms, or conditions of the Contract by the Contractor, or any failure by the Contractor to fulfill in a timely and proper manner, his obligations under the Contract. The Authority may withhold any payments to the Contractor for the purpose of setoff until the exact amount of damages due the Authority from the Contractor is determined.

2. Changes:

The Authority may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments to this Contract.

3. Personnel:

   a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.

   b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

   c. No person who has served a sentence in a penal or correctional institution shall be employed or work under this Contract.

4. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. Discrimination Because of Certain Labor Matters:

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

6. Compliance with Local Laws:

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

7. Subcontracting:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

8. Assignability:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority: **Provided**, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

9. Conflict of Interest:

A. The conflict of interest provisions contained in 24 CFR 85.36(b)(3) are applicable to this Contract; and, in addition to any other applicable conflict of interest requirement, the Authority and the Contractor and employees are bound by all of the pertinent conflicts of interest provisions of Section 19 of the Annual Contributions Contract incorporated herein by reference.

B. No employee, officer, or agent of the Contractor or the Authority shall participate directly or indirectly in the selection or in the award or administration if a conflict, real or apparent, would be involved. Such a conflict would arise when a financial or other interest in a firm selected for the award is held by:

1) An employee, officer, or agent of the Authority or Contractor involved in making the award;
2) His or her immediate family;
3) His/her partner; or
4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

C. In addition, neither the Authority nor the Contractor or any subcontractor may enter into any contract, subcontract, or arrangement in connection with the project to which this Contract pertains in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

1) Any present or former member or officer of the governing body of the Authority, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the Authority, or a business entity.

2) Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

3) Any public official, member of the local governing body, or State or local legislator, or any member of such individual's' immediate family, who exercises functions or responsibilities with respect to the project to which this Contract pertains or the Authority.

D. The Contractor may not hire an employee in connection with the project to which this Contract pertains if the prospective employee is an immediate family member of any person belonging to one of the following classes:

1) Any present or former member or officer of the governing body of the Authority. There shall be exempted from this prohibition any former tenant commissioner

who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the Authority.

2) Any employee of the Authority who formulates policy or who influences decisions with respect to the project to which this Contract pertains.

3) Any public official, member of the local governing body, or State or local legislator, who exercises functions or responsibilities with respect to the project to which this Contract pertains or the Authority.

E. The prohibition referred to in section D above shall remain in effect throughout the class member's tenure and for one year thereafter.

F. For purposes of this section entitled "Conflict of Interest", the term "immediate family member" means husband, wife, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half- brother, or half- sister.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or be a part of this Contract or to any benefits that arise here from.

11. Examination and Retention of Contractor's Records:

The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

12. Warranty of Title:

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon or any material delivered under this contract free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

13. Insurance:

The Contractor is required to obtain an endorsement to the comprehensive general liability policy to include owners' and contractors' protective liability coverage to protect the Authority from any claims arising from the contractor's operations. Before beginning work, the Contractor and each subcontractor shall furnish the Authority with Certificates of Insurance showing that the following insurance is in force and will insure all operations under the contract. All

insurance shall be carried with companies, which are financially responsible and authorized to do business in the State of Rhode Island.

i. Commercial General Liability Insurance naming the Authority as an additional insured on a primary and non-contributory basis for ongoing operations CG 2010 and completed operations CG 2037 or their equivalent at a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, together with damage to premises rented and fire damage legal liability limit of $1,000,000 and medical payments for any one person of $5,000.

ii. Automobile Liability Insurance at a minimum of $1,000,000 combined single limit for each accident naming the Authority as an additional insured on a primary and non-contributory basis.

iii. Workers Compensation and Employers Liability Insurance certificate evidencing the Contractor's current workers compensation per statute and employers' liability at a minimum limit of $1,000,000 per accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

iv. Umbrella/Excess Liability insurance at a minimum limit of [DEPENDS ON THE WORK OR SERVICES TO BE PERFORMED] per occurrence and in the aggregate including the Authority as an additional insured on a primary and non-contributory basis with General Liability, Automobile Liability and employers' liability as underlying coverage.

v. Professional Liability insurance, where applicable, with a minimum limit of [DEPENDS ON THE WORK OR SERVICES TO BE PERFORMED].

vi. Pollution Liability Insurance, where applicable, with a minimum limit of [DEPENDS ON THE WORK OR SERVICES TO BE PERFORMED].

To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the PHA and any of their offices, directors, employees, agents, affiliates, subsidiaries and partners, from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to the destruction of tangible property (other than to the work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Contractor, its employees, agents or Subcontractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the PHA against judgments suffered because of the Contractor's work and to assume the cost of defending the PHA against claims as described in the foregoing paragraph.

P P
C

U.S. Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp11/30/2012)

Part I To be completed by Principals of Multifamily Projects. See Instructions
Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one)
			☐ Existing ☐ Rehabilitation ☐ Proposed (New)

List of all proposed Principal Participants and attach organization chart for all organizations.

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Owner ship Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you nor any of your principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010. 1012: 31U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA FmHA and State and local government housing finance agencies in which I have been or am now a principal.
2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
   a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed. nor has mortgage relief by the mortgagee been given;
   b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
   c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
   e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
   f. I have not been suspended. debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
   g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA
6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a).
7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)	Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, **"No previous participation, First Experience."**

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes	No	If "Yes," explain	6. Last Mgmt. and/or Physical Inspctn Rating and Date

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	☐ A. No adverse information; form HUD-2530 approval is recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other, our memorandum is attached.

Supervisor	Director of Housing / Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certificatioin: e.g., refinance, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

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

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

☐ is, ☐ is not included with the bid.

13. Bidder's Signature

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

_____ ☐

(Signature and Date)

_____

(Typed or Printed Name)

_____

(Title)

_____

(Company Name)

(Company Address)

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
   B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
   C. **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. **Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work 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 the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

The Davis-Bacon Act, as Amended

U.S. Wage and Hour Division

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WH Publication 1246
(Revised April 2009)

PUBLIC LAW 107–217—AUG. 21, 2002 [as amended[1]]

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, "Public Buildings, Property, and Works".

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, "Public Buildings, Property, and Works", as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A—GENERAL

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CHAPTER 31 – GENERAL

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SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.— The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).[2]

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.— The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include—

(A) the basic hourly rate of pay; and

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[1]Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

[2]The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.— The advertised specifications for every contract in excess of $2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

Sec.3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a

defense that the laborers and mechanics accepted or agreed to accept less than the *required* rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

"General Decision Number: RI20250001 08/08/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025
3	05/16/2025
4	06/13/2025
5	07/04/2025
6	07/25/2025
7	08/08/2025

ASBE0006-006 09/01/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	$ 49.91	36.63

ASBE0006-008 09/01/2024

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	$ 49.91	36.63

BOIL0029-001 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 50.62	28.82

BRRI0003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	$ 46.86	29.14

BRRI0003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter	$ 46.54	30.34

BRRI0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher	$ 38.78	29.61

CARP0330-001 06/02/2025

	Rates	Fringes

CARPENTER (Includes Soft Floor Layer)	$ 47.88	30.50
Diver Tender	$ 48.68	30.50
DIVER	$ 60.83	30.50
Piledriver	$ 41.53	29.35
WELDER	$ 48.68	30.50

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive $1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: $.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: $.50 per hour additional.

The designated piledriver, known as the ""monkey"": $1.00 per hour additional.

CARP1121-002 01/06/2025

	Rates	Fringes
MILLWRIGHT	$ 45.72	31.50

ELEC0099-002 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 56.11	44.10%
Teledata System Installer	$ 42.09	10.45%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

ELEV0039-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 64.52	38.435+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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

ENGI0057-001 06/01/2025

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1	$ 50.30	29.70
GROUP 2	$ 48.30	29.70
GROUP 3	$ 43.92	29.70
GROUP 4	$ 41.07	29.70
GROUP 5	$ 47.35	29.70
GROUP 6	$ 38.15	29.70
GROUP 7	$ 32.15	29.70
GROUP 8	$ 44.00	29.70
GROUP 9	$ 47.92	29.70

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + $ 2.00
180 feet and over + $ 3.00
210 feet and over + $ 4.00
240 feet and over + $ 5.00
270 feet and over + $ 7.00
300 feet and over + $ 8.00
350 feet and over + $ 9.00
400 feet and over + $10.00

a. PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:
Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered

sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-003 06/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1	$ 49.57	29.50
GROUP 2	$ 47.57	29.50
GROUP 3	$ 47.35	29.50
GROUP 4	$ 43.35	29.50
GROUP 5	$ 40.50	29.50
GROUP 6	$ 46.65	29.50
GROUP 7	$ 46.65	29.50
GROUP 8	$ 43.54	29.50

a.BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + $ 2.00
180 ft. and over: + $ 3.00
210 ft. and over: + $ 4.00
240 ft. and over: + $ 5.00
270 ft. and over: + $ 7.00
300 ft. and over: + $ 8.00
350 ft. and over: + $ 9.00
400 ft. and over: + $10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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ENGI0057-005 05/01/2025

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1	$ 45.45	29.70
GROUP 2	$ 43.45	29.70
GROUP 3	$ 38.15	29.70
GROUP 4	$ 24.75	29.70
GROUP 5	$ 32.15	29.70
GROUP 6	$ 38.73	29.70
GROUP 7	$ 42.43	29.70
GROUP 8	$ 37.70	29.70

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

b. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, pile drivers, lighters, boom trucks, hoists, derricks

GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats,

rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages

GROUP 8: Gas and electric drive heaters, concrete mixers, light plants, welding machines, pumps and compressors

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IRON0037-001 03/16/2025

	Rates	Fringes
IRONWORKER	$ 42.58	32.98

LABO0271-001 12/03/2023

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	$ 37.00	26.90
GROUP 2	$ 37.00	26.90
GROUP 3	$ 37.00	26.90
GROUP 4	$ 37.00	26.90
GROUP 5	$ 39.00	26.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1	$ 55.40	24.15
Group 2	$ 52.93	24.15
Group 3	$ 42.45	24.15
FREE AIR		
Group 1	$ 46.00	24.15
Group 2	$ 45.00	24.15
Group 3	$ 42.45	24.15
LABORER		
Group 1	$ 33.05	24.05
Group 2	$ 35.75	24.85
Group 3	$ 36.50	24.85
Group 4	$ 29.00	24.85
Group 5	$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man	$ 41.50	24.15
Top Man & Laborer	$ 35.60	24.15
TEST BORING		
Driller	$ 41.95	24.15
Laborer	$ 41.95	24.15

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and

all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

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* PAIN0011-005 06/01/2025

	Rates	Fringes
PAINTER		
Brush and Roller	$ 39.57	26.60
Epoxy, Tanks, Towers, Swing Stage & Structural Steel	$ 41.57	26.60
Spray, Sand & Water Blasting	$ 42.57	26.60
Taper	$ 38.82	25.80
Wall Coverer	$ 38.57	25.80

PAIN0011-006 06/01/2024

	Rates	Fringes
GLAZIER	$ 41.63	26.15

FOOTNOTES:

SWING STAGE: $1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2024

	Rates	Fringes
Painter (Bridge Work)	$ 57.85	26.40

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter	$ 24.79	13.72

PLAS0040-001 01/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.75	29.10

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: $.30 per hour additional.

PLAS0040-002 01/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.75	29.10

PLAS0040-003 01/01/2025

	Rates	Fringes
PLASTERER	$ 45.52	29.43

PLUM0051-002 08/26/2024

	Rates	Fringes
Plumbers and Pipefitters	$ 52.49	33.60

ROOF0033-004 06/01/2025

	Rates	Fringes
ROOFER	$ 46.49	31.44

SFRI0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 49.98	33.44

SHEE0017-002 12/01/2024

	Rates	Fringes
Sheet Metal Worker	$ 43.69	41.14

TEAM0251-001 05/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 31.86	34.51+a+b
GROUP 2	$ 32.01	34.51+a+b
GROUP 3	$ 32.06	34.51+a+b
GROUP 4	$ 32.11	34.51+a+b
GROUP 5	$ 32.21	34.51+a+b
GROUP 6	$ 32.61	34.51+a+b
GROUP 7	$ 32.81	34.51+a+b
GROUP 8	$ 32.31	34.51+a+b
GROUP 9	$ 32.56	34.51+a+b
GROUP 10	$ 32.36	34.51+a+b

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar ($100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars ($500.00)

All drivers working on a defined hazard material job site shall be paid a premium of $2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: RI20250002 07/25/2025

Superseded General Decision Number: RI20240002

State: Rhode Island

Construction Type: Residential

Counties: Bristol, Kent, Providence and Washington Counties in Rhode Island.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/03/2025
1	03/14/2025
2	07/04/2025
3	07/18/2025
4	07/25/2025

ASBE0006-009 09/01/2024

	Rates	Fringes
INSULATOR - PIPE & PIPEWRAPPER Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	$ 49.91	36.63

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* ELEC0099-004 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	$ 42.09	5.41%+15.64

FOOTNOTE: Work of a hazardous nature, or where the work height is 30 feet or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

ELEV0039-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 64.52	38.435+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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

ENGI0057-004 12/01/2021

	Rates	Fringes
Power Equipment Operator		
Grader and Roller.....	$ 39.90	28.25+a
Paver.....	$ 40.82	28.25+a

a. FOOTNOTES: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

ROOF0033-002 06/01/2025

	Rates	Fringes
ROOFER	$ 46.349	31.44

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* SURI1999-002 04/12/1999

	Rates	Fringes
BRICKLAYER	$ 20.45	11.40
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, & Metal Stud Framing	$ 15.32 **	9.65
Cement Mason/Finisher	$ 20.45	11.40
Drywall Finisher/Taper	$ 20.55	8.50
FLOOR LAYER: Carpet	$ 15.62 **	9.65
INSULATOR - BATT	$ 19.56	9.65
LABORER Unskilled, Landscape, & Brick Mason Tender	$ 18.47	8.10
PAINTER (Brush and Roller)	$ 20.55	8.50
PLASTERER	$ 13.50 **	2.45
PLUMBER	$ 23.96	8.95
Power Equipment Operator Backhoe	$ 20.27	8.98
SPRINKLER FITTER	$ 24.24	9.81

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Logo Here

SECTION 3 POLICY

The Housing Authority of the City of Pawtucket

214 ROOSEVELT AVE PAWTUCKET, RI 02861

Office: (401) 721-6000 Website: https://www.pawthousing.org

INTERNAL PROCEDURES, INSTRUCTIONS, AND FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the **"Hours Worked Benchmarks"** as called for in the **24 CFR Part 75 regulation**. Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 10 of this packet. **There are no specific hiring or contracting goals under this new rule.**

Most importantly, **the rule does not require the hiring or contracting of any person or business that is not fully qualified** to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact our Compliance Consultant:

Cecelia M. Swiney-Horne, Compliance Manager
Motivation, Inc.
678-350-5460
cswiney@motivation-inc.com

Prepared January 28, 2022 Board Approved: _____

GOVERNING PARTS OF THE SECTION 3 FINAL RULE SPECIFIC TO THE

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET

The Final Rule is at 24 CFR Part 75

Policy Section	Page
Section 3 Background	3
✷ Internal Hiring Procedure	3
✷ Internal Contracting Procedure	4
✷ Internal Resident Training Procedure	4
Subpart A—General Provisions	
§ 75.1 Purpose	5
§ 75.3 Applicability	5
§ 75.5 Definitions	6
Subpart B—Additional Provisions for Public Housing Financial Assistance	
§ 75.9 Requirements.	8
§ 75.11 Targeted Section 3 worker for public housing financial assistance.	9
§ 75.13 Section 3 safe harbor.	9
§ 75.15 Reporting.v	9
§ 75.17 Contract provisions.	11
Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance	
§ 75.29 Multiple funding sources.	11
§ 75.31 Recordkeeping	12
✷ Benchmarks	13

Contract and Solicitation Inclusion Section	Page
✷ New Requirements Summary	15
✷ Monthly Reporting Instructions	16
✷ Section 3 Business Self-Certification Forms	17
✷ Section 3 Individual Self-Certification Forms	18
✷ Hours Worked Reporting Form	19
✷ Acknowledgment and Affidavit Form	20

SECTION 3 BACKGROUND

Applicable to all expenditures and agreements regardless of the dollar amount

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Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

INTERNAL PROCEDURES FOR IMPLEMENTATION OF THE RULE

The Housing Authority of the City of Pawtucket Internal Hiring Procedure

For all positions at the authority, the human resources staff will include the Section 3 Individual Low-Income Person Self Certification form with the applications (virtually and paper) allowing each applicant to identify themselves accordingly. The completion of the form will remain voluntary and at the applicants discretion.

Once all applications have been received and reviewed, the most desirous and qualified candidate will be progressed through the hiring process. The Section 3 status of the applicant will be considered only after the "Most Qualified" candidate has been determined.

If there are multiple and equally qualified persons, the Section 3 status and category of the applicant will be considered. The candidate with the highest Section 3 priority based on the 24CFR Part 75.9(a)(2) will be offered the position.

All advertisements for positions with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

The Housing Authority of the City of Pawtucket Contracting Procedure

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondents discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

The Housing Authority of the City of Pawtucket Internal Resident Training Procedure

For all resident training offered by The Housing Authority of the City of Pawtucket and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to residents and potentially voucher holders only.

All advertisements for training will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Key Rule Components

Note: Where a portion of a Section specifically spoke to areas not related to Public Housing Assistance, those pieces were intentionally removed. So there is no need to feel something important is not included.

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms HUD, Public housing, Public Housing Agency (PHA), and are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

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

Section 3 business concern means:
(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;
(ii) Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers; or
(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.9 Requirements

(a) Employment and Training.

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their *best efforts to provide employment and training opportunities* generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting.

(1) *Consistent with existing Federal, state, and local laws and regulations*, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their *best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers*.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

§ 75.13 Section 3 Safe Harbor. *(See Benchmarks on page 13)*

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(2) Certify that they have followed the prioritization of effort in § 75.9; and

(3) (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

§ 75.15 Reporting. *(See Benchmarks on page 13)*

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) Additional reporting if Section 3 benchmarks are not met.
If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such ***qualitative efforts may, for example***, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the (c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) Reporting by Small PHAs. Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract Provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

§ 75.29 Multiple Funding Sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

§ 75.31 Recordkeeping.

(b) *Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:*

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;
(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

Benchmarks

For Public Housing Financial Assistance, the proposed benchmark notification set the benchmarks for the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new § 75.13 by certifying to the prioritization of effort in the new § 75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 20 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance.

Simply stated, the recipient needs to meet these two benchmarks annually in order to achieve Safe Harbor.

$$\frac{\text{Section 3 Workers Labor Hours} = \mathbf{20\%}}{\text{Total Labor Hours for the Recipient}} \qquad \frac{\text{Section 3 Targeted Workers Labor Hours} = \mathbf{5\%}}{\text{Total Labor Hours for the Recipient}}$$

Note: Motivation, Inc. is the Section 3 Consultant for The Housing Authority of the City of Pawtucket and will be launching an electronic method for contractors and the agency to enter their monthly Hours Worked data into their proprietary cloud-based Section 3 Compliance software. That system will mirror the information contained in the Contract Compliance Forms Package with the contractor or agency uploading any new Section 3 self-certification forms directly into the system for review and confirmation by Motivation, Inc. staff. This system is expected to go live on April 1, 2022, but will be tested prior to the live tested with real data from the client and its contractors.

Forms Package Follows on the Next Page

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SECTION 3 NEW RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.

This new rule exempts all material and supply only agreements. The rule applies to all service related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

You should not issue the Individual or Business Self-Certification form(s) until you have secured a qualified contractor or employee respectively. **DO NOT** hand the individual self-certification form to every employee as it may be a waste of time if they were not hired within the past five years and were low-income, public housing, or Section 8 at the time of hire.

Documents included in this package:

- New Requirements Summary 15
- Monthly Reporting Instructions 16
- Section 3 Business Self-Certification Forms 17
- Section 3 Individual Self-Certification Forms 18
- Hours Worked Reporting Form 19
- Acknowledgment and Affidavit Form 20

The Acknowledgement and Affidavit must be executed and returned by Every Contractor.

- Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and

- Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers;

- There are No specific hiring or contracting goals under this new rule.

- There is No Section 3 Business Preference under the new rule and No points awarded for being a Section 3 Business.

- The rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- **Section 3 Worker** - Any low or very low-income persons residing in the housing authority MSA
- **Targeted Section 3 Worker** - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to the The Housing Authority of the City of Pawtucket's Section 3 Consultant within 40 days of the month after the hours have been worked by EVERY person that worked directly on the contract. (**Ex:** April data is required by June 10th) No back-office staff hours are counted:

- Total Hours Worked by all workers
- Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required

There are new definitions of how to be a Section 3 Business Concern:

- It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old

- Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)

- It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old

MONTHLY REPORTING INSTRUCTIONS

STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

STEP TWO

Determine which workers qualify as Section 3 by having each complete a **Section 3 Individual Low-Income Person Self-Certification Form**. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as Non-Targeted or Targeted:

Non-Targeted are those Section 3 income-qualified workers who are low-income and reside in the MSA.

Targeted are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild

STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above*
2. Enter total hours worked by all Section 3 staff Non-Targeted
3. Enter total hours worked by all Section 3 staff Targeted

List **ONLY** the individual names of the workers who have self-certified as Section 3 (Non-Targeted and Targeted) along with their total hours for this months report only.

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form above.

SECTION 3 BUSINESS

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	← INITIAL
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	← HERE
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	←

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name

Phone Email

Address

City State Zip

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

_____ I am a Public Housing Resident, Section 8 assists me with my rent, or I am a current YouthBuild participant

_____ I receive No HUD support, but I am low-income and live in the Pawtucket MSA

My Individual Annual Income does not exceed: $48,450*

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature: _____ Date: _____

Income Limits website: https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn

SECTION 3

Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by _____(company name) on the___ _____contract including those meeting the Section 3 income requirements as low- or very low-income.

Section 3 Employees are now defined to as:

Section 3 Workers - are those Section 3 income-qualified workers who are low-income and reside in the MSA.

Targeted Section 3 Workers - are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild.

If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the **SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM"** and return it immediately.

All hours worked by everyone on the project must be reported monthly to:

Nicholas Toth
ntoth@pawthousing.org
(401) 721-6044

Total Hours Worked by non-Section 3 staff	
Total hours worked by all Non-targeted Section 3 employees	
Total hours worked by all Targeted Section 3 employee	

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period

Are You Attaching any New Contractor or Resident Self-Certification Forms to this month's report? _____Yes or _____No

Section 3 New Rule Contractor Acknowledgement and Affidavit

(Return this form with your Bid/Quote/Response)

Company Name: _____**Solicitation #:** _____

I hereby certify to the US Department of Housing and Urban Development (HUD) and The Housing Authority of the City of Pawtucket that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract not including any back-office staff:

- ☐ Total Hours Worked by all employees (Section 3 and regular employees)
- ☐ Total Hours Worked by **All Targeted Section 3 employees** (Public Housing, Section 8, and YouthBuild)
- ☐ Total Hours Worked by **All Non-Targeted Section 3 employees** (Low Income persons residing in the Metropolitan Statistical Area)

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: _____ **Print:** _____ **Date:** _____

STATE OF _____ in _____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____(Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1215-0149 Expires: 12/31/2011
PAYROLL NO. / FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

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

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Firm Submitting Proposal)

State of _____) ss
Country of _____)

_____, being first duly sworn, deposes and says:

That he is _____ (A partner or officer of the firm of, etc.) _____ the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said person has not colluded, conspired connived or agreed, directly or indirectly with any person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affidavit or any other firm submitting a proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other firm submitting a proposal, or to secure any advantage against the _____ (LHA) _____ or any person interested in the proposed contract; and that all statements in said proposal are true.

Signature of:

Authorized Individual if Proposal is

Submitted as an Individual, Partnership,

Corporation, etc.

Subscribed and sworn to before me

this _____ day of _____, 20____

_____

My commission expires _____, 20____

Contractor: _____
Date: _____
Re: Contractual Liability Risk Management

It is our policy to identify and effectively manage our contractual liabilities arising out of business relationships with Contractors. We seek to take responsibility for our own actions and their consequences, while requiring our business partners to assume a share of risk relative to their ability to control it.

Given the number of contractual relationships that we may have at any point in time, it is imperative that we control the type and magnitude of the liabilities we assume. Conversely, we will look for opportunities to ensure that where legally possible, we manage our risks by asking others to contractually assume their share of liability. The effective management of these liabilities will allow us to lower our overall cost of risk. This program is a vital element of our overall safety and risk management program.

In order to perform as a Contractor for us, we will require a certificate of insurance form from you with limits equal to or greater than those on the attached sample certificate. We will require that we have additional insured coverage on your general liability policy and that the additional insured status be shown on the certificate of insurance as indicated on the sample.

The following Hold Harmless and Indemnity Agreement, as evidenced by your (the Contractors') signature below, hereby applies to all work performed by the Contractor on our behalf, whether or not a separate work order or contract has been signed or agreed to between the parties:

> To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend **The Housing Authority of the City of Pawtucket** and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners, from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to the destruction of tangible property (other than to the work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Contractor, its employees, agents or Subcontractors or anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.

The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify **The Housing Authority of the City of Pawtucket** against judgments suffered because of the Contractor's work and to assume the cost of defending **The Housing Authority of the City of Pawtucket** against claims as described in the foregoing paragraph.

_____
Contractor Signature
Company: _____
Title: _____

We must receive the required Certificate of Insurance meeting all of our requirements, as well as the Contractors signature above accepting the terms of this letter, prior to the beginning of any work.

If you have any questions on the above requirements, please contact
_____ at _____.

Sincerely,
The Housing Authority of the City of Pawtucket

_____
By: _____
Title: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Contractor Insurance Agent	PHONE (A/C, No, Ext):	FAX (A/C, No):
123 Main Street	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Anytown State Zip	INSURER A: ABC Insurance Company	
INSURED	INSURER B: DEF Insurance Company	
Contractor Name	INSURER C: GHI Insurance Company	
Address	INSURER D: JKL Insurance Company	
	INSURER E:	
City State Zip	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	X	X	Policy Number	Current	Date	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	X	X	Policy Number	Current	Date	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	Policy Number			EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ✓ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	Policy Number	Current	Date	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional/Pollution Liability			Policy Number	Current	Date	Per Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured on a primary and non-contributory basis on the General Liability policy for Ongoing Operations (CG2010) and Completed Operations (CG2037) or their equivalent. Certificate holder is included as an additional insured a primary and non-contributory basis on the on Automobile and Umbrella policies. The Additional Insured Coverage shall not require a contract between the certificate holder and the insured. The Commercial General Liability, Automobile Liability, Umbrella Liability and Employers Liability all include a Waiver of Subrogation in favor of certificate holder. All insurance carriers affording coverage are approved to do business in the State of Rhode Island and have an AM Best Rating of not less than A X.

CERTIFICATE HOLDER

The Housing Authority of the City of Pawtucket, Rhode Island

214 Roosevelt Avenue
Pawtucket RI 02862-1303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Must be signed

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Pawtucket Housing Authority

2025 Holiday Schedule

Day	Date	Holiday
Wednesday	01/01/2025	New Year's Day
Monday	01/20/2025	Martin Luther King
Monday	02/17/2025	President's Day
Monday	05/26/2025	Memorial Day
Thursday	06/19/2025	Juneteenth
Friday	07/04/2025	Independence Day
Monday	08/11/2025	Victory Day
Monday	09/01/2025	Labor Day
Monday	10/13/2025	Columbus Day
Tuesday	11/11/2025	Veteran's Day
Wednesday	11/26/2025	Thanksgiving Eve - **1/2 Day**
Thursday	11/27/2025	Thanksgiving Day
Friday	11/28/2025	Day after Thanksgiving
Wednesday	12/24/2025	Christmas Eve - **1/2 Day**
Thursday	12/25/2025	Christmas Day
Wednesday	12/31/2025	New Year's Eve - **1/2 Day**

SECTION 004100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

1.02 FOR:

A. Project: PHA Smoke & Carbon Monoxide Detectors

B. Architect's Project Number: 44007
Project Location Address 1
Barrington, Rhode IslandProject Location ZIP

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip_____
3. UEI # (SAM.gov) _____

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Ed Wojcik Architect, Ltd. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. _____
_____ dollars
($_____), in lawful money of the United States of America.

C. We have included the required security Bid Bond as required by the Instruction to Bidders.

D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in _____ calendar days from Notice to Proceed.

1.08 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
2. _____ percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
   1. HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders - Public and Indian Housing Programs
   2. Non-Collusive Affidavit
   3. Liability Risk Management Form

B. We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:
   1. HUD Form 2530 Previous Participation Certification

1.11 BID FORM SIGNATURE(S)

A. _____

B. (Bidder - print the full name of your firm)

C. _____

D. (Authorized signing officer, Title)

END OF SECTION

SECTION 005000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 005200 - Agreement Form for the Agreement form to be executed.

B. See Section 007200 - General Conditions for the General Conditions.

C. The Agreement is based on AIA A101.

D. The General Conditions are based on AIA A201.

E. The General Conditions are based on HUD Form 5370.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Post-Award Certificates and Other Forms:
   1. Schedule of Values Form: AIA G703.
   2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

C. Clarification and Modification Forms:
   1. Architect's Supplemental Instructions Form: AIA G710.
   2. Construction Change Directive Form: AIA G714.
   3. Change Order Form: AIA G701.

D. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.

B. AIA A201 - General Conditions of the Contract for Construction; 2017.

C. AIA G701 - Change Order; 2017.

D. AIA G702 - Application and Certificate for Payment; 1992.

E. AIA G703 - Continuation Sheet; 1992.

F. AIA G704 - Certificate of Substantial Completion; 2017.

G. AIA G710 - Architect's Supplemental Instructions; 2017.

H. AIA G714 - Construction Change Directive; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 007300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 3.6 - TAXES
   1. Add the following subparagraph:
      a. 3.6.2: The Owner will obtain an exemption certificate for the Contractor for taxes and duties on Certain Products or Items, for purchasing Products or Items for the Work.

B. ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND
   1. Add the following subparagraph:
      a. Provide a 100 percent Performance Bond.
      b. Provide a 100 percent Payment Bond.
      c. Deliver bonds within 3 days after exectuion of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 011000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: PHA Smoke & Carbon Monoxide Detectors

B. Owner's Name: Pawtucket Housing Authority.

C. Architect's Name: Ed Wojcik Architect, Ltd.

D. The Project consists of the renovation of Burns Manor, Fogarty Manor, Kennedy Manor, and St. Germain Manor smoke/carbon monoxide detectors in bedrooms.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of alterations work is indicated on drawings.

B. Renovate the following buildings, complete operational electric work:
   1. Burns Manor: 48 units (one bedroom).
   2. Fogarty Manor: 183 units.
      a. 172 units (one bedroom)
      b. 11 units (two bedroom)
   3. Kennedy Manor: 120 units.
      a. 103 units (one bedroom)
      b. 17 units (two bedroom)
   4. St. Germain Manor: 64 units (one bedroom).

C. Smoke/Carbon Dioxide Alarm: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by the public.

B. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Existing building spaces may not be used for storage.

D. Time Restrictions:
   1. Limit conduct of the hours of 8:00 am to 3:30 pm.
   2. No work allowed on Saturday and Sunday.
   3. No work allowed on Pawtucket Housing Authority Holidays (see attached).

E. Utility Outages and Shutdown:

1. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

E. Schedule of Values shall be approved by the Owner

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

D. Forms filled out by hand will not be accepted.

E. Execute certification by signature of authorized officer.

F. Submit one electronic and three hard-copies of each Application for Payment.

G. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 013000.
   2. Partial release of liens from major subcontractors and vendors.
   3. Affidavits attesting to off-site stored products.
   4. Certified payrolls shall be submitted by U.S. Mail with each requisition for payment request. Submit payroll on provided U.S. Department of Labor PAYROLL form.

1.04 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.

B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within five days.

D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.

E. Substantiation of Costs: Provide full information required for evaluation.
   1. Provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Overhead and profit.
      c. Justification for any change in Contract Time.
      d. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

G. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 017000.
   2. All latent defects and punchlist items are completed and approved.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012100
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.03 ALLOWANCES SCHEDULE

A. _____Include the stipulated sum of $8,000 for purchase, delivery, and installation of materials related to cutting and patching (joint compound, painting, etc.).

B. _____Include the stipulated sum of $$20,000 for purchase, delivery, and installation of materials related to cutting and patching (joint compound, painting, etc.).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

A. Section 002113 - Instructions to Bidders: Restrictions on timing of substitution requests.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.

D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal Time Restrictions:
   1. Section 002113 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
   2. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

B. Submittal Form (before award of contract):

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

3.04 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

END OF SECTION

SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Submittals for review, information, and project closeout.

F. Number of copies of submittals.

G. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.

B. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 PROJECT COORDINATOR

A. Project Coordinator: Construction Manager.

B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for pedestrian access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Project Coordinator.

D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 011000 - Summary.

F. Coordinate field engineering and layout work under instructions of the Project Coordinator.

G. Make the following types of submittals to Architect through the Project Coordinator:
   1. Requests for Interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Owner will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
   5. Designation of personnel representing the parties to Contract and Architect.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.
   5. Major subcontractors.

C. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   9. Maintenance of quality and work standards.
   10. Effect of proposed changes on progress schedule and coordination.
   11. Other business relating to work.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

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

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

3.04 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.

3. Samples for selection.
4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Full Lien Releases .
6. Other types as indicated.

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

3.07 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Documents for Information: Submit one copy.

C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

A. General Requirements:
1. Sequentially identify each item. For revised submittals use original number and a sequential combination numberical and alphabetical suffix.
2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

4. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
   a. Send submittals in electronic format via email to Architect.
5. Schedule submittals to expedite the Project, and coordinate submission of related items.
   a. For each submittal for review, allow 5 days excluding delivery time to and from the Contractor.
6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
7. Provide space for Contractor and Architect review stamps.
8. When revised for resubmission, identify all changes made since previous submission.
9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
10. Submittals not requested will not be recognized or processed.

B. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
   2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION

SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Testing and inspection agencies and services.

D. Control of installation.

E. Mock-ups.

F. Manufacturers' field services.

G. Defect Assessment.

1.02 RELATED REQUIREMENTS

A. Section 012100 - Allowances: Allowance for payment of testing services.

1.03 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).

B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2025a.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025a.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.

1. Include:
   a. Date issued.
   b. Project title and number.
   c. Name of inspector.
   d. Date and time of sampling or inspection.
   e. Identification of product and specifications section.
   f. Location in the Project.
   g. Type of test/inspection.
   h. Date of test/inspection.
   i. Results of test/inspection.
   j. Compliance with Contract Documents.
   k. When requested by Architect, provide interpretation of results.
2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.

1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
1. Submit report in duplicate within 30 days of observation to Architect for information.
2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

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

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 012100; see Section 012100 and applicable sections for description of services included in allowance.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor Employed Agency:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Architect will use accepted mock-ups as a comparison standard for the remaining Work.

D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 014100
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

A. Regulatory requirements applicable to this project are the following:

B. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

C. FED-STD-795 - Uniform Federal Accessibility Standards (UFAS); 1988.

D. 29 CFR 1910 - Occupational Safety and Health Standards; Current Edition.

E. 2021 RI State Fire Code adopting NFPA 1 and NFPA 101, 2018 edition and NFPA 72 2019 edition.

F. 2021 Rhode Island State Building Code, adopting IBC, IPC, IMC, IECC 2018 editions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary sanitary facilities.

C. Temporary Controls: Barriers, enclosures, and fencing.

D. Vehicular access and parking.

E. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power and metering, consisting of connection to existing facilities.

B. Existing facilities may be used.

1.03 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Use of existing facilities located at Community Room or Maintenance Shop is permitted.

C. Maintain daily in clean and sanitary condition.

D. At end of construction, return facilities to same or better condition as originally found.

1.04 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 SMOKING

A. Smoking is not permitted on the work site.

B. Post signs and educate subcontracotrs and vendors of the no smoking policy.

1.06 FENCING

A. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.07 VEHICULAR ACCESS AND PARKING

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

B. Provide and maintain access to fire hydrants, free of obstructions.

C. Provide means of removing mud from vehicle wheels before entering streets.

D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

E. Existing parking areas located at (coordinate with Owner) may be used for construction parking.

1.08 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Re-use of existing products.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

B. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

C. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made outside the United States, its territories, Canada, or Mexico.
   2. Made using or containing CFC's or HCFC's.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions, as defined in Section 016116.
   2. If wet-applied, have lower VOC content, as defined in Section 016116.
   3. Are extracted, harvested, and/or manufactured closer to the location of the project.
   4. Have longer documented life span under normal use.
   5. Result in less construction waste. See Section 017419

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 012500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 016116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.

B. Requirements for VOC-Content-Restricted products.

C. Requirement for installer certification that they did not use any non-compliant products.

1.02 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:

B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings applied on site.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
   3. Resilient floor coverings.
   4. Insulation.

C. Interior of Building: Anywhere inside the exterior weather barrier.

D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
   1. Concrete.
   2. Clay brick.
   3. Metals that are plated, anodized, or powder-coated.
   4. Glass.
   5. Ceramics.
   6. Solid wood flooring that is unfinished and untreated.

1.03 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).

C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.

D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of installer's products, or 2) that such products used comply with these requirements.

1.05 QUALITY ASSURANCE

A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
   2. Joint Sealants: SCAQMD 1168 Rule.
   3. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.
      b. SCAQMD 1113 Rule.
      c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition.

C. Cutting and patching.

D. Surveying for laying out the work.

E. Cleaning and protection.

F. Starting of systems and equipment.

G. Demonstration and instruction of Owner personnel.

H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
   3. Submit surveys and survey logs for the project record.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.05 PROJECT CONDITIONS

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

D. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations, and _____.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and _____): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
   2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
   3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.11 ADJUSTING

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

3.12 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Clean filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 017800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

B. Individual Product Sections: Specific requirements for operation and maintenance data.

C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Addenda.
   3. Change Orders and other modifications to the Contract.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Record Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include manufacturer's printed operation and maintenance instructions.

E. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Product data, shop drawings, and other submittals.
      c. Operation and maintenance data.
      d. Field quality control data.
      e. Photocopies of warranties and bonds.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 260000 ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED SECTIONS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.
B. This Contractor shall also include allowances for startup and for making the systems fully operational, and for scope and design contingencies. Future changes in price for items not shown on these drawings will not be allowed if the system itself is shown on these Drawings.
C. Give notices, file plans, obtain permits and licenses, pay fees and back charges, and obtain necessary approvals from authorities that have jurisdiction as required to perform work in accordance with all legal requirements and with Specifications, Drawings, Addenda and Change Orders, all of which are part of Contract Documents.
D. The drawings show the layout of the electrical systems and indicate the approximate locations of outlets, apparatus, and equipment. The runs of feeders and branches as shown on the drawings are schematic only. The exact routing of branch circuits and feeders shall be determined by the structural conditions and possible obstructions. This shall not be construed to mean that the design of the systems may be changed but refers only to exact runs between given points. The Engineer reserves the right to revise the drawings from time to time to indicate changes in the work.
E. The Contractor shall consult and review all contract and reference drawings which may affect the location of any outlets, apparatus and equipment to avoid any possible interference and permit full location of outlets, apparatus and equipment up to the time of rough-in is reserved by the Engineer and such change shall be made without additional expense to the Owner.
F. It shall be the responsibility of this Contractor to see that all electrical equipment such as junction and pull boxes, panelboards switches, controls and such other apparatus as may require maintenance and operation from time to time is made accessible. Although the equipment may be shown on the drawings in certain locations, the construction may disclose the fact that such locations do make its position accessible. In such cases this Contractor shall call the attention of the Engineer to the condition before advancing the construction to a state where a change will reflect additional expense to the Owner.

1.2 SUMMARY

A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 26. It expands and supplements the requirements specified in sections of Division 1.
B. These documents have been prepared with the intention that they call for finished, tested work, in full operating condition and complete with necessary accessories.
C. The contract drawings are generally diagrammatic and convey the scope of work and general arrangement of apparatus and equipment. The locations of all items shown on the drawings or called for in the specifications that are not definitely fixed by dimensions are approximate only. The exact locations necessary to secure the best conditions and results must be determined at the project and shall have the approval of the Architect/Engineer before being installed. The Contractor shall follow the drawings in laying out work and shall check drawings of the other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions at all points. If directed by the General Contractor, Engineer and/or Architect, the Contractor shall, without extra charge, make reasonable modifications in

the layout as needed to prevent conflict with work of other trades or for proper execution of the work.

D. These contract documents are complementary. What is called for by one shall be as binding as if called for by all. Materials or work described in words, which have well-known technical, or trade meaning shall be held to refer to such recognized standards. Incidental devices and accessories needed for complete, operational systems shall be provided even though they may not be indicated or identified in the documents.
E. If apparatus have been omitted, notify the Architects/Engineers of such belief. It is understood that bidder has included all required items and work in his bid, and will not if bid is successful, claim extra compensation for furnishing a complete and satisfactory system. If a particular item is called for or specified more than once in these contract documents, the higher grade shall be considered specified.
F. Should it appear that the character of the work is not sufficiently explained in these specifications or on the drawings, apply to the A/E for further information. Conform to the A/E's decision and directions as shall become part of these contract documents. The A/E reserves the right to be sole interpreter of the drawings and specifications, and all decisions shall be conclusive, final and binding on the parties.
G. Materials called for in these documents shall be new, unused equipment and of the latest recognized standards.
H. The work to be done under Division 26 is shown on the electrical drawings.

1.3 OUTLINE SCOPE OF WORK

A. The work under this contract, without limiting the generality thereof, includes all materials, labor, equipment, services, and transportation, unless otherwise specified, necessary to complete all systems of electrical wiring and equipment required by the drawings and/or as specified herein. It is the intent of this section and accompanying electrical drawings that these systems be furnished complete in every respect. The Electrical Contractor shall furnish all wiring, equipment and labor needed for a complete operating installation.
B. The Electrical Contractor shall fully indemnify the Owner against any damages, removals and alteration work. This is in addition to the requirements of the General Conditions of the Specifications.
C. The Electrical Contractor shall review architectural, interior design and all other trades plans, elevations and details prior to any work and identify any conflicts between furnishings, furniture, art-work, molding, casework, televisions, signage, awnings, canopies, diffusers, fixtures, etc.. and electrical, fire alarm, audio/visual and communications devices shown on the electrical plans and details. The Electrical Contractor shall prepare 8.5" x 11" sketches showing the conflicts and submit to the Architect for resolution prior to any work. Failure of the electrical contractor to coordinate, identify and obtain a field-directive on any conflict herein noted, that results in installed electrical work to be relocated to the Owner/Architects liking shall be the sole-responsibility of the Electrical Contractor. The Electrical Contractor shall assume and cover all costs associated with conflicts not coordinated, identified and submitted to the Architect, inclusive of material, labor, overtime pay, etc.. and shall not affect the project schedule.

1.4 ROUGH-IN

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
B. Refer to equipment specifications in Divisions 2 through 25 for rough-in requirements.

1.5 SURVEYS AND MEASUREMENTS

A. Base measurements, both horizontal and vertical, on established bench marks. Work shall agree with these established lines and levels. Verify measurements at site and check the corrections of same as related to the work.
B. Should the Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, he shall notify the A/E.

1.6 EXAMINATION OF SITE

A. Prior to submitting bid, visit the site where the work is to be performed and the materials are to be delivered. Failure in this respect shall not excuse the Contractor from his obligation to supply and install the work in accordance with the plans and specifications and under all conditions, as they exist.
B. By submitting a bid, this Contractor warrants that all specification sections and drawings showing equipment for plumbing, heating, ventilation, air conditioning, electrical, and architectural, have been examined and is familiar with the conditions and extent of work affecting this contract.

1.7 EQUIPMENT AND MATERIALS

A. All equipment and materials for permanent installation shall be the products of recognized manufacturer's and shall be new, unless noted for re-use, without damaged, functional or aesthetic components.
B. New equipment and materials shall:
    1. Be Underwriters Laboratories, Inc. (UL) labeled and/or listed where specifically called for, or where normally subject to such UL labeling and/or listing services
    2. Be without blemish or defect.
    3. Be in accordance with the latest applicable NEMA standards.
    4. Be products, which will meet with the acceptance of the agency inspecting the electrical work. Where such acceptance is contingent upon having the products examined, tested and certified by UL or other recognized testing laboratory, the product shall be so examined, tested and certified.
C. For all equipment, which is to be installed but not purchased as part of the electrical work, the electrical work shall include:
    1. The coordination of their delivery.
    2. Their unloading from delivery trucks driven in to any point on the property line at grade level.
    3. Their safe handling and field storage up to the time of permanent placement in the project.
    4. The correction of any damage, defacement or corrosion to which they may have been subjected.
    5. Their field make-up and internal wiring as may be necessary for their proper operation.
    6. Their mounting in place, including the purchase and installation of all dunnage, supporting members and fastenings necessary to adapt them to architectural and structural conditions.
D. Equipment, which is to be installed but not purchased as part of the electrical work, shall be carefully examined upon delivery to the project. Claims that any of these items have been received in such condition that their installation will require procedures beyond the reasonable

scope of the electric work will be considered only if presented in writing within one week of the date of delivery to the project of the items in question. The electric work includes all procedures, regardless of how extensive, necessary to put into satisfactory operation, all items for which no claims have been submitted as outlined above.

1.8 ELECTRICAL INSTALLATIONS

A. All materials and labor called for, specified in Division 26 of the specifications, and or shown on the electrical drawings furnished under this contract shall be provided under Division 26 unless called for otherwise in the Division 26 documents. The word "provide" as used in the Division 26 documents, shall mean to furnish, install, connect up, complete with all accessories ready for operation and warranted.
B. Coordinate electrical equipment and materials installation with other building components. Fully coordinate work with that of other trades. Furnish information in writing that is needed for the coordination of clearances, etc., with the work of others, and such information shall be given in a timely fashion so as not to impede the progress of two or more trades. Confer and resolve the conflict immediately. If so directed by the A/E, prepare composite drawings to resolve any space or clearance conflict.
C. Verify all dimensions by field measurements.
D. Arrange for chases, slots, and openings in other building components to allow for electrical installations.
E. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
F. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.
G. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
H. Where mounting heights are not detailed or dimensioned, the exact location shall be determined by the A/E, install electrical services and overhead equipment to provide the code and/or utility requirements.
I. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
J. Coordinate the installation of electrical materials and equipment above ceilings with suspension systems, mechanical equipment and systems, and structural components.
K. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
L. Attention is directed to areas and items indicated on the drawings by the notations "HOLD", "N.I.C.", "BY OTHERS" and words of similar intent. The work indicated in these areas is shown for information and continuity only. Work or items furnished and installed in these areas solely for the convenience of this Contractor or others, without prior written approval of the Owner, shall be removed at the option of the Owner and at the Contractor's expense.
M. Provide all required staging and scaffolding for all the work under this section.

1.9 ALTERATION WORK

A. Maintain continuity of service in areas where occupancy is to be maintained during alterations. If it becomes necessary to disconnect or interrupt service, obtain written consent of the Owner,

and only disconnect service at the convenience of, and with the consent of the Owner. A copy of the written request for a shutdown shall be forwarded to the A/E.

1.10 CUTTING AND PATCHING

A. Cutting and patching of electrical equipment, components, and materials specified under Division 26 (conduit, sleeves, equipment, etc.) shall be performed by Electrical Contractor.
B. Refer to the Conditions of the Contract (General and Supplementary) and Division 1 Section: "Cutting and Patching" for definitions, requirements, and procedures.
C. Cutting and patching of existing structures (thru walls, floors, ceilings, etc.) to accommodate equipment, components, and materials of all Contractors, including Mechanical and Electrical Contractors, shall be performed by General Contractor and/or his designated Subcontractor.
D. Cutting and patching of new structures (thru walls, floors, ceilings, etc.) to accommodate installation of ill-timed work or removal and replacement of defective work or work not conforming to requirements of Contract Documents, shall be performed by General Contractor and/or his designated Subcontractor and costs shall be back charged to appropriate trade Contractor.
E. Do not endanger or damage installed work through procedures and processes of cutting and patching.
F. Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.
G. Arrange to have ducts, raceways, conduit, panelboards, boxes, and such other pertinent parts, set in place ahead of construction work so that they will be built-in with structures and eliminate need for cutting and patching. Failure to conform to this paragraph will require that this Contractor perform any cutting and patching required for his work at his expense. Cutting shall be neatly finished to match adjoining work in a manner acceptable to the A/E. Cutting and patching shall not affect the fire rating of walls or structural parts. Cutting and patching required to correct work, due to error or negligence of the Contractor, or to defects in his material or workmanship, shall be corrected at no additional cost to the Owner. Patching shall meet or exceed quality of adjacent surfaces. Cutting must be accomplished as not to weaken adjacent structural members and must be approved by the Structural Engineer before proceeding.
H. Perform cutting, fitting, and patching of electrical equipment and material required to:
    1. Uncover work to provide for installation of ill-timed work.
    2. Remove and replace defective work.
    3. Remove and replace work not conforming to requirements of the contract documents.
    4. Remove samples of installed work as specified for testing.
    5. Install equipment and materials in existing structures.
    6. Upon written instructions from the A/E, uncover and restore work to provide for A/E observation of concealed work.
I. Cut, remove and legally dispose of selected electrical equipment, components and materials as indicated, including, but not limited to, removal of electrical items indicated to be removed and items made obsolete by the work.
J. Protect the structure, furnishing, finishes, and adjacent materials not indicated or scheduled to be removed. Protect the electrical work and the work of others in a manner best suited to the particular case. Correct any damage done to any work at no additional cost.
K. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
L. Locate, identify, and protect electrical services passing through areas that are to under-go remodeling or demolition. Electrical services serving other areas required to be maintained,

and transit services must be interrupted, provide temporary services for the affected areas and notify the Owner prior to changeover.

1.11 SUBMITTALS

A. Within fifteen (15) business days after the date of notice to proceed and before purchasing any materials or equipment, submit for approval a complete list, in six (6) copies, of all materials to be incorporated in the work.
B. Shop drawings/manufacturer's cuts are required for:
    1. Wire & Cable.
    2. Disconnect Switches.
    3. Fire Alarm System.
    4. Wiring Devices and Plates.
    5. Fire Stopping Materials.
    6. Seismic Restraint Components.
C. After the list has been processed, submit complete shop drawings of all equipment. These shop drawings submittals shall be submitted within thirty days after the processing date of the original submittal.
D. All submittals shall be complete and submitted electronically to all applicable parties. No consideration will be given to partial submittals except with prior approval. No consideration will be given to faxed submittals.
E. Explanation of Shop Drawing Stamp:
    1. Approved: indicates that we have not found any reason why this item should not be acceptable within the intent of the documents.
    2. Approved with Comments: indicates that we have found questionable components which, if corrected or otherwise explained, make the product acceptable.
    3. Resubmit for Final Review: indicates that this item should be resubmitted for approval before further processing.
    4. Does Not Conform: indicates that the item will not meet the intent of the Contract.
F. No shop drawing stamp or note shall constitute an order to fabricate or ship. Such notification can only be performed by the Project Manager for construction, the Contractor scheduling his own work, or the Owner.
G. Submittal of shop drawings, product data, will be reviewed only when submitted by the Contractor. Data submitted from Sub-contractors and material suppliers directly to the A/E will not be processed.
H. If shop drawing is not in compliance after two submissions, a third submission for the same manufacturer will not be considered for review.
I. Check shop drawings and other submittals to assure compliance with contract documents before submittal to A/E.
J. Review of shop drawings is final and no further changes shall be considered without written application. Shop drawing review does not apply to quantities, dimensions, nor relieve this Contractor of his responsibility for furnishing materials or performing his work in full compliance with these contract drawings and specifications. Review of these shop drawings shall not be considered a guarantee of the measurements of this building or the conditions encountered.
K. General requirements for the substitution of equipment and submittal of shop drawings as follows. If apparatus, systems or materials are substituted for those specified, and such substitution necessitates changes in, or additional connections, wiring, supports, or construction, it shall be provided by this Contractor at no additional cost to the Owner. This Contractor shall assume all cost and entire responsibility thereof. The approval of substituted

equipment does not relieve the contractor of his/her responsibility of shop drawing errors related to details, sizes, quantities, wiring diagram arrangements and dimensions which deviate from the Specifications, and/or job conditions as they exist. It is the contractor's responsibility to submit only those items that meet the specified apparatus, systems and material. Should any non-conformance code items be installed, they shall be replaced by this Contractor at no additional cost to the Owner. The construction means and methods used in the project shall be reviewed and approved through the local building department or a deputy inspector to insure compliance with the current codes, project specifications and general building practices.

L. Coordination drawings shall be submitted and shall show all HVAC, Electrical, Plumbing and Fire Protection systems superimposed in order to identify conflicts and ensure inter-coordination of all trades. Coordination drawings shall be initiated under this Section of the Specifications. It is this Contractors responsibility for preparation of project coordination drawings showing the installation of all electrical equipment, switchgear, motor control centers, panelboards, transformers, transfer switches, disconnect switches, enclosed circuit breakers, conduits, outlets, switches and accessories to be provided under this Section of the Specifications. These drawings shall be prepared at not less than 3/8 in. = 1 ft. scale, and shall show building room layouts, structural elements, ductwork and lighting layouts of function. A reproducible copy of each drawing prepared shall then be submitted to the Mechanical, Plumbing and Sprinkler Contractors, who shall be responsible to coordinate his equipment and systems and shall show these on the drawings submitted. After this Contractor has fulfilled his obligation, he shall notify all other Contractors. After each drawing has been coordinated between trades, each trade shall sign each drawing, indicating acceptance of the installation. This Contractor shall then print the coordination original and these prints submitted through the General Contractor to the architect for review and comment, similar to shop drawings. Comments made on these drawings shall result in a correction and re-submittal of the drawings. A Subcontractor who fails to promptly review and incorporate his work on the drawings shall assume full responsibility of any installation conflicts affecting his work and of any schedule ramifications. Review of coordination drawings shall not diminish responsibility under this Contract for final coordination of installation and maintenance clearances of all systems and equipment with Architectural, Structural, Mechanical, and Electrical Contractors.

1.12 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Refer to the Conditions of the Contract (General and Supplementary) and Division 1 for definitions, requirements, and procedures.
B. If materials of equipment are substituted for specified items that alter the systems shown or its physical characteristics, or which have different operating characteristics, clearly note the alterations or differences and call it to the attention of the A/E. Under no circumstances shall substitutions be made unless identical material or equipment has been successfully operated for at least three consecutive years.
C. All substitution made by the Contractor shall require the Contractor to fully coordinate the substitution with other trades. The Contractor must make any modifications required by the substitution at no additional cost to the Owner. In addition the Contractor must notify the A/E of any changes required and obtain approval for the changes. The review of the shop drawings by the A/E shall not relieve the Contractor from his responsibility as set forth in this specification.

1.13 NAMEPLATE DATA

A. Provide permanent operational data nameplate on each item of power operated equipment, conduits with pull string, indicating manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and similar essential data. Locate nameplates in a readily accessible location.

1.14 DELIVERY STORAGE AND HANDLING

A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
B. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage. All devices shall be stored in a locked room. Assume responsibility for the devices until the date of final inspection.
C. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

1.15 RECORD DOCUMENTS

A. As work progresses and for the duration of Contract, maintain a complete and separate set of prints of Contract Drawings at job site at all times. Record work completed and all changes from original Contract Drawings clearly and accurately including work installed as a modification or addition to the original design. Work shall be updated on a weekly basis and shall be made available for review by Architect. Failure to perform this work shall be reason for withholding requisition payments. In addition, take photographs of all concealed equipment in gypsum board ceilings, shafts, and other concealed, inaccessible work. At completion of work, make copies of photographs with written explanation on back. These shall become part of Record Documents.
B. At completion of work prepare a complete set of Record As-Built Drawings in AutoCAD, Computer Aided Drafting (CAD) software, showing all systems as actually installed, including all fire alarm and electrical circuitry. The Record As-Built Drawings computer files shall be made available to the Architect, Engineer and Owner prior to final payment.
C. The Architect will not certify the accuracy of the Record Drawings. This is the sole responsibility of the Electrical Contractor.
D. This trade shall submit the record set for approval by the Fire and Building Departments in a form acceptable to the departments, when required by the jurisdiction.
E. Drawings shall show record condition of details, sections, riser diagrams, control changes and corrections to schedules. Schedules shall show actual manufacturer and make and model numbers of final equipment installation.

1.16 WARRANTIES

A. Refer to the Conditions of the Contract (General and Supplementary) and Division 1 for definitions, requirements, and procedures.
B. All work and equipment furnished under this Section shall be guaranteed free from defects in workmanship or materials for a period of one (1) year, unless specifically noted otherwise for a particular system, from the date of final acceptance of the systems as set forth in this Contract. The Subcontractor shall replace any defective work developing during this period, unless such defects are clearly the result of misuse of equipment by persons not under the control of the Subcontractor, without cost to the Owner. Where such defective work results in

damage to work of other Sections, all such work shall be restored to its original condition by mechanics skilled in the affected trade, at the expense of the Subcontractor. The Subcontractor shall submit a separate written guarantee stipulating the aforesaid conditions.

C. Prior to or at the time of Substantial Completion for the work and during administrative close-out of the project, submit one (1) copy of all specified warranties and guarantees to the Architect for review, approval and subsequent transmittal to the Owner.
D. Warranties and guarantees, including those specified in excess of the general one (1) year guarantee, shall be complete for all specific materials, systems, sub-systems, equipment, appliances and products specified and required by the Contract Document.
E. Warranties and guarantees shall clearly define what is to be guaranteed; the extent, terms, conditions, time and effective dates.
F. Copies of the same warranties and guarantees shall be included in the "Operating and Maintenance Manual" as specified herein.

1.17 CLEANING

A. Refer to the Conditions of the Contract (General and Supplementary) and Division 1 for definitions, requirements, and procedures.
B. Upon completion of work, the Contractor shall clean, polish and leave bright, fixtures and lamps, and shall remove dust, dirt, debris and loose plaster from panelboards, controls, and switchboards. Unused openings in pull boxes, junction boxes, equipment and raceways shall be capped or closed by an approved means. Replace all inoperative lamps.

1.18 DEFINITION OF TERMS

A. "This Contractor" or "E.C." specifically means, the Electrical Contractor working under this section of the specifications.
B. "Concealed" means hidden, in chases, furred spaces, walls, above ceilings or enclosed in construction.
C. "Exposed" means visible in sight or not installed "concealed" as defined above.
D. "Approved Equal" means any equipment or material which is approved by the Engineer and equal in quality, durability, appearance, strength, design and performance to the equipment or material originally specified.
E. "Conduit" shall mean all conduit including fittings, joints, hangers and supports.
F. "Furnish" shall mean to purchase and deliver to the project site complete with every necessary appurtenance and support, all as part of the electrical work.
G. "Install" shall mean to perform every operation necessary to establish secure mounting and correct operation at the proper location in the project, all as part of the electrical work.
H. "Provide" shall mean to furnish and install.

1.19 QUALITY ASSURANCE

A. Obtain services of manufacturer's representatives of electrical equipment, during erection and construction of their respective equipment to insure proper installation of same.
B. A letter is required from each system manufacturer's representative certifying to the A/E that requirements have been checked and are properly installed and operating.

1.20 PERFORMANCE TESTS - ELECTRICAL

A. Test and adjust the electrical systems and equipment during the progress of the work.

B. Upon completion of work and after preliminary tests to assure that all systems are complete and in proper working order, arrange with the A/E to conduct performance tests of the electrical systems. These tests may be witnessed by the A/E prior to acceptance of systems and shall be arranged for the purpose of demonstrating compliance with contract documents. During this period, visually inspect all electrical equipment. Lighting fixtures shall be tested with specified lamps in place for not less than six (6) hours. Check voltages to assure that all transformer taps are properly set.
C. General operating tests shall be performed under as near design conditions as possible, for a period of not less than one (1) hour for each system, and shall demonstrate that all equipment is functioning in accordance with specifications. Furnish all instruments, ladders, test equipment and personnel required for tests. Any equipment or systems found by test to be deficient or unsatisfactory shall be replaced and tests repeated as often as necessary to assure compliance with contract documents.
D. Test all feeders, sub-feeders and all branch wiring for amperage, voltage, phase balance, phase sequence of A,B,C and insulation resistance, then submit the results of this test to the A/E neatly typed in triplicate for review. This test may be conducted at any time up to, through and including, the guarantee period if requested by the A/E, at no additional cost to the Owner.
E. Phase balance the complete electrical system, phase balance all panels as near as loads will permit under normal working conditions.
F. Test all ground conductors for current flow, as near design operating conditions as possible. If any measured current exceeds one (1) ampere, determine and correct the cause. Also, if measured resistance is greater than 5 ohms indoor or 10 ohms outdoor, determine and correct the cause.
G. During the progress or completion of the work it shall be subject to the inspection of the Owner and to such other inspectors, as may have jurisdiction, including those of the Electric Company, Fire Department and the Telephone Company.
H. The Contractor shall be responsible for correct voltages, tap settings, trip settings and correct phasing on all equipment. Secondary voltages shall be measured at the line side of the main breakers with the breakers in an open position, at panelboards, and at such other location on the distribution systems and branch circuits as directed by the Engineer.
I. At completion of the work, Contractor shall submit to the Owner's representative in writing a statement stating: (1) that the work is complete; (2) that the entire installation is in accordance with the drawings and specifications; (3) that preliminary tests have been made; and (4) that the work is ready for final inspection and test.
J. A final inspection of the installation to determine compliance with the drawings and specifications will be made by the Owner's representative. Work will be checked for quality of materials, quality of workmanship, proper installation and finished appearance. The electrical contractor shall provide the services of the project electrical foreman for inspection purposes. The foreman shall remove and reinstall wiring devices, junction box covers, panelboard trims, switchboard covers, terminal box covers, ceiling tiles, lighting fixtures, etc. as required to facilitate any inspections required by the Owner's representative.
K. The Contractor shall arrange and conduct operating tests on all equipment in the presence of the Owner's representative. The components parts of systems and the various systems shall be demonstrated to operate in accordance with the requirements and intent of this specification. Any non-complying or defective materials or workmanship disclosed as a result of the inspection and tests shall be corrected promptly by the Contractor, and the tests repeated as often as necessary until approved and accepted by the Owner's representative.
L. The Contractor shall visit the site to acquaint himself with existing conditions. No extra compensation will be paid for failure to comply with this paragraph.

M. The Electrical Contractor shall provide supervision, labor, materials, tools, test equipment, and all other equipment or services and expenses required to test, adjust, set, calibrate, and operationally check work and components of the electrical systems and circuitry throughout this section.
N. The electrical contractor shall pay for all tests including expences incident to retests occasioned by defects and failures of equipment to meet specifications at no additional cost to the owner.
O. Any defects or deficiencies discovered in any of the electrical work shall be corrected at no cost to the owner.
P. All testing shall be compatible with the manufacturer's installation instructions.

1.21 SEISMIC RESTRAINT

A. It is the intent of this seismic specification to keep all electrical building system components in place during a seismic event.
B. All electrical systems must be installed in strict accordance with seismic codes, component manufacturer's and building construction standards. Whenever a Conflict occurs between the manufacturer's or construction standards, the most stringent shall apply.
C. This contractor shall engage a professional structural engineer registered in the jurisdiction of this project to review the entire installation to determine all seismic restraint requirements and methods. Contractor shall submit a report outlining the structural engineer's review as well as seismic restraint shop drawings and supporting calculations prepared by the professional structural engineer for review by the Architect.
D. Seismic restraints shall be designed in accordance with seismic force levels as detailed in the applicable building code.

1.22 TEMPORARY LIGHT AND POWER

A. Under this Section of the specifications, this Contractor shall provide temporary electric service, sized suitable for construction for each trade. This contractor shall provide all material and labor for temporary electrical service per the local power company's requirements and standards with all necessary panelboards, disconnect switches, transformers, conduit, wiring, etc. as required. This contractor shall pay all associated costs, up front.
B. Where temporary electrical service cannot be obtained from the local power company, this contractor shall provide a temporary, on-site, electric generator with all necessary panelboards, disconnect switches, transformers, conduit, wiring, etc. as required. The fuel used for the generator shall be provided and paid for by this Contractor.
C. This contractor shall provide a distribution system with circuits for receptacles and lighting as required for construction. This contractor shall maintain the temporary electrical system during construction and remove the system when construction is complete.
D. Under this section of the specifications, this Contractor shall provide and maintain temporary lighting based on using not less than one 100-watt lamp for each 100 square feet of building floor area and one duplex GFCI receptacle for each 200 square feet of building floor area. Where higher lighting intensities are required by Federal or State laws or otherwise specified, the above specified wattage shall be increased to provide the increase intensities.
E. This contactor shall provide temporary power and telephone services from the local telephone company for site trailers, fax machines, computers, etc., per the general contractor's direction.
F. The service shall incorporate ground fault protection and comply with NEC Article 527 and OSHA requirements.

1.23 PERMITS

A. Obtain all required electrical permits and pay all fees for same.
B. Provide to Engineer, in duplicate, a certificate of final inspection from the authority having jurisdiction for the electrical and systems.

1.24 OPERATING, INSTRUCTION, AND MAINTAINANCE MANUALS

A. Refer to Section 01700 – CONTRACT CLOSEOUT for submittal procedures pertaining to operating and maintenance manuals.
B. Each copy of the approved operating and maintenance manual shall contain copies of approved shop drawings, equipment literature, cuts, bulletins, details, equipment and engineering data sheets and typewritten instructions relative to the care and maintenance for the operation of the equipment, all properly indexed.

1.25 BIDDERS REPRESENTATION

A. By the act of submitting a bid for the proposed contract, the Bidder represents that:
    1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the drawings, specifications and other construction contract documents and have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
    2. The Bidder and workmen, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the construction contract documents bid upon; further that,
    3. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,
    4. The bid figure is based solely upon the construction contract documents and properly issued written addenda and not upon any other written representation.

1.26 UTILITY COMPANY & AGENCY COORDINATION

A. This section includes, but is not limited to coordination with the following utilities, agencies and authorities having jurisdiction:
    1. Local Fire Marshal: This contractor shall verify with the local fire alarm official, the type of master-box or municipal connection required for this project. This contractor shall provide all material & labor to comply with the local municipality. Notify Engineer of discrepancies between the plans and the municipality's standards. No extra compensation will be given for corrections required for failure to coordinate with the municipality, but corrections shall be made.
    2. Electrical Inspector: Review plans and specifications with the local electrical and/or wiring inspector(s). Obtain and pay for all permits.
    3. Building Inspector: Review plans and specifications with the local building inspector, if not done so by the General Contractor.
    4. OSHA Representative: Review plans and specifications with the local OSHA representative, if not done so by the General Contractor.
    5. Dig Safe: This contractor shall notify and coordinate with Dig Safe prior to any excavation; digging; trenching; grading; tunneling; augering; boring; drilling; pile driving; plowing-in or

pulling-in pipe, cable, wire, conduit, or other sub-structure; backfilling; demolition; and blasting related to this Contractor.

B. The Electrical Contractor shall pay for all permits, inspections, labor, material and fees associated with the various Utility Companies coordination requirements mentioned in this section and for this Contractor's work under this project.
C. VAC, Plumbing, Fire Protection, and Electrical Drawings are diagrammatic. They indicate general arrangements of mechanical and electrical systems and other work. They do not show all offsets required for coordination nor do they show the exact routings and locations needed to coordinate with structural and other trades and to meet Architectural requirements.
D. In all spaces, prior to installation of visible material and equipment, including access panels, review Architectural Drawings for exact locations and where not definitely indicated, request information from Architect. Where the electrical work shall interfere with the work of other trades, assist in working out the space conditions to make satisfactory adjustments before installation. Without extra cost to the Owners, make reasonable modifications to the work as required by normal structural interferences. Pay the General Contractor for additional openings, or relocating and/or enlarging existing openings through concrete floors, walls, beams and roof required for any work which was not properly coordinated. Maintain maximum headroom at all locations. All piping, duct, conduit, and associated components to be as tight to underside of structure as possible.
E. If any electrical work has been installed before coordination with other trades so as to cause interference with the work of such trades, all necessary adjustments and corrections shall be made by the trades involved without extra cost to the Owners.
F. Where conflicts or potential conflicts exist and engineering guidance is desired, submit sketch of proposed resolution to Architect and Engineer for review and approval.

PART 2 – PRODUCTS

2.1 CONDUIT

A. Minimum Size: ¾-inch, unless otherwise specified.
B. Underground Installations:
   1. More than Five Feet from Foundation Wall: Use thick wall nonmetallic conduit concrete encased.
   2. Within Five Feet from Foundation Wall: Use rigid steel conduit concrete encased.
   3. In or Under Slab on Grade: Use plastic coated conduit.
   4. Minimum Size: 1-inch.
C. Outdoor Locations, Above Grade: Use rigid steel conduit.
D. In Slab Above Grade:
   1. Use rigid steel conduit.
   2. Maximum Size Conduit in Slab: ¾ inch (19 mm); ½ inch (13 mm) for conduits crossing each other.
E. Wet and Damp Locations: Use rigid aluminum conduit.
F. Dry Locations:
   1. Concealed and in Cable-Tray: Use metal clad (MC) cable (see Division 1)
   2. Exposed: (Unfinished or utility spaces) Use electrical metallic tubing.
G. Metal conduit: Rigid Steel Conduit shall comply with ANSI C80.1 and be heavy wall zinc coated steel. Rigid Aluminum Conduit shall comply with ANSI C80.5. Intermediate Metal Conduit (IMC) shall be rigid steel. Fittings and Conduit Bodies shall comply with ANSI/NEMA FB 1 and material to match conduit. Acceptable manufacturers are Western Tube and Conduit Company, Allied Tube and Conduit Company and Triangle Wire and Cable, Inc.

H. Flexible metal conduit shall be interlocked aluminum contruction. Fittings shall comply with ANSI/NEMA FB 1. Acceptable manufacturers are AFC Cable Systems, Electri-Flex Company and Eastern Flexible Conduit Technologies. All flexible conduits shall include a grounding conductor.
I. Electrical metallic tubing (EMT) shall comply with ANSI C80.3; galvanized zinc coated steel tubing. Fittings and Conduit Bodies shall comply with ANSI/NEMA FB 1; steel, compression or set screw type. Acceptable manufacturers are Western Tube and Conduit Company, Allied Tube and Conduit Company and Triangle Wire and Cable, Inc.
J. Nonmetal conduit shall comply with NEMA TC 2; Schedule 40 PVC, or as indicated on plans. Fittings and Conduit Bodies shall comply with NEMA TC 3. Acceptable manufacturers are Carlon or approved equal.
K. Flexible nonmetallic conduit (Sealtite) shall be UL and CSA listed for purpose specified and shown. Acceptable manufacturers are Carlon or approved equal.
L. Install conduit in accordance with NECA "Standard of Installation." Install nonmetallic conduit in accordance with manufacturer's instructions.
M. Arrange supports to prevent misalignment during wiring installation. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits. Fasten conduit supports to building structure and surfaces under provisions of Division 1. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports. Do not attach conduit to ceiling support wires.
N. Arrange conduit to maintain headroom and present neat appearance. Route exposed conduit parallel and perpendicular to walls. Route conduit installed above accessible ceilings parallel and perpendicular to walls. Route conduit in and under slab from point-to-point. Do not cross conduits in slab.
O. Maintain adequate clearance between conduit and piping. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
P. Cut conduit square using saw or pipe cutter; de-burr cut ends. Bring conduit to shoulder of fittings; fasten securely. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate or factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control and expansion joints. All expansion and deflection fittings shall have a ground strap. Provide suitable pull string in each empty conduit except sleeves and nipples. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
S. Ground and bond conduit under provisions of NEC 250.

2.2 BUILDING WIRE & CABLE

A. Building Wire and Cable shall be copper with 600V insulation rated at 75°C minimum, Type XHHW insulation for feeders and branch circuits larger than #3 AWG; Type THHN/THWN insulation for feeders and branch circuits #4 AWG and smaller.

B. Conductors shall be of soft drawn 98% minimum conductivity properly refined copper, solid construction where No. 10 AWG and smaller, stranded construction where No. 8 AWG and larger.
C. Exterior of wires shall bear repetitive markings along their entire length indicating conductor size, insulation type and voltage rating.
D. Exterior of wires shall be color coded, so as to indicate a clear differentiation between each phase and between each phase and neutral. In all cases, grounded neutral wires and cables shall be identified by the colors "white" or "gray". In sizes and insulation types where factory applied colors are not available, wires and cables shall be color coded by the application of colored plastic tapes in overlapping turns at all terminal points, and in all boxes in which splices are made. Colored tape shall be applied for a distance of 6 inches along the wires and cables, or along their entire extensions beyond raceway ends, whichever is less.
E. Final connections to motors shall be made with 18" of neoprene sheathed flexible conduit.
F. Minimum branch circuit conductor size shall be No. 12 AWG installed in conduit. Motor control circuit wiring shall be minimum No. 14 AWG installed in conduit.
G. Fire alarm and security system wiring shall be No. 16 twisted non-shielded pairs for alarm and trouble circuits and a minimum of #14 AWG for device power, control and alarm annunciation circuits. Fire alarm system riser circuits shall be 2-hour rated, CI type (circuit integrity) cable per NFPA 72 and NEC 760.
H. Other wires and cables required for the various systems described elsewhere in this section of the Specifications shall be as specified herein, as shown on the Contract Drawings, or as recommended by the manufacturer of the specific equipment for which they are used, all installed in conduit.
I. Metal clad sheathed cable NFPA 70, type MC may be used for branch circuitry where shown and where run concealed and not subject to physical damage. All branch circuits shall be run in conduit from the panelboard to the first outlet. All type MC cable used shall contain a full size insulated ground conductor. All conductors shall be copper. All type MC cable insulation used shall have voltage rating of 600 volts, shall have a temperature rating of 75° C, and shall be thermoplastic material. Armor material shall be steel and armor design shall be interlocked metal tape. Fire alarm rated MC cable may be used for fire alarm work where concealed and approved by the Authority Having Jurisdiction.
J. Metal-Clad cable (Type MC) for circuits supplying computer equipment, electronic discharge lighting and other sensitive electronic equipment shall consist of 90°C THHN copper conductors with insulated ground and oversized neutral conductor (or one full size neutral conductor for each phase conductor). Cable shall be U.L. listed/labeled, and shall meet the requirements of NEC Art. 334 and 675.
K. Wiring materials except MI cable shall be manufactured by Triangle, Essex, General Cable, AFC, Southwire or equal.
L. Concealed Dry Interior Locations: Use only building wire Type THHN/THWN or XHHW insulation in raceway, or metal clad cable where concealed and code acceptable.
M. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN or XHHW insulation, in raceway.
N. Above Accessible Ceilings: Use only building wire, Type THHN/THWN or XHHW insulation, in raceway or metal clad cable where code acceptable.
O. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN or XHHW insulation, in raceway.
P. Exterior Locations: Use only building wire, Type THHN/THWN or XHHW insulation, in raceway.
Q. Underground Installations: Use only building wire, Type THHN/THWN or XHHW insulation, in raceway.

R. Wiring methods, in general, are as follows:
   1. Galvanized rigid steel conduit shall be used for telephone system sleeves for main cable runs between floors, closets, etc. and for sweeps, bends, etc. in ductbanks and as specifically noted on the plans. EMT shall be used generally for exposed circuiting in unfinished spaces. Metal clad cable (type MC) may be used for branch circuiting and fire alarm rated MC cable for fire alarm circuiting where run concealed and where code acceptable.
   2. To prevent transmittal of vibration to conduit, connections to any vibration producing equipment (i.e. transformers, motors, etc.) shall be terminated by 18 inches of flexible metal conduit. Where flexible connections are exposed to grease and oil, liquid-tight flexible metal conduit shall be used.
   3. In general, no splices or joints shall be permitted in either feeders or branches except at outlets or accessible junction boxes. Splices in wire #8 AWG and smaller shall be pigtail type, made mechanically tight. All conduit systems shall be complete.
   4. Raceway, boxes, etc., run on walls in wet areas which are subject to being washed down, shall be mounted on the walls with 1/4" stand-offs. All boxes shall be cast type.

S. Route wire and cable as required to meet the Project Conditions. Install cable in accordance with the NECA "Standard of Installation." Use solid conductor for feeders and branch circuits 10 AWG and smaller. Use stranded conductors for control circuits. Use conductor not smaller than 12 AWG for power and lighting circuits. Use conductor not smaller than 16 AWG for control circuits. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m). Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet (160 m). Pull all conductors into raceway at same time. Use suitable wire pulling lubricant for building wire 4 AWG and larger. Protect exposed cable from damage.

T. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system, cables that are not part of the ceiling system cannot be supported from ceiling supports. Do not rest cable on ceiling panels. Use suitable cable fittings and connectors. Neatly train and lace wiring inside boxes, equipment, and panelboards.

U. Clean conductor surfaces before installing lugs and connectors. Make splices, taps, and terminations to carry full ampacities of conductors with no perceptible temperature rise. Use suitable reducing connectors or mechanical connector adapters for connecting aluminum conductors to copper conductors. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape un-insulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller. Identify and color code wire and cable. Identify each conductor with its circuit number or other designation indicated.

2.3 BOXES

A. Outlet Boxes:
   1. Each outlet in wiring or raceway systems shall be provided with an outlet box to suit conditions encountered. Boxes installed in normally wet locations shall be of cast-metal type having hubs. Concealed boxes shall be cadmium plated or zinc coated sheet metal type. Old work boxes with Madison clamps are not allowed in new construction.
   2. Each box shall have sufficient volume to accommodate number of conductors in accordance with requirements of NFPA 70. Boxes shall not be less than 1-1/2" deep

unless shallower boxes are required by structural conditions and are specifically approved by Architect. Ceiling and bracket outlet boxes shall not be less than 4" octagonal except that smaller boxes may be used where required by particular fixture to be installed. Flush or recessed fixtures shall be provided with separate junction boxes when required by fixture terminal temperature requirements. Switch and receptacle boxes shall be 4" square or of comparable volume. Luminaire and equipment supporting boxes shall be rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.

3. Provide metallic boxes rated for 2-hour, fire-rated walls with gasket to reduce noise-transmission in all fire-rated walls. A minimum horizontal distance of 24-inches shall separate metallic boxes located on opposite sides of walls. This minimum horizontal spacing may be reduced using UL classified wall opening protective materials, commonly known as "putty pads" or "insert pads" pending written approval from the local authority having jurisdiction (AHJ). Refer to Architect's plans for all wall types prior to bid and any related work.
4. All boxes installed in demising walls separating tenants, electrical room walls, mechanical room walls, conference room walls, nurse's office walls, and other room walls deemed private by the Owner shall be provided with gasket to reduce noise-transmission.
5. All boxes installed in exterior walls shall be provided with appropriate caulking and gaskets to seal off and prevent air leakage. Follow caulking and gasket manufacturer's installation guidelines to ensure correct and effective installation.
6. Acceptable Manufacturers:
    a. Appleton
    b. Crouse Hinds
    c. Steel City
    d. RACO

B. Pull and Junction Boxes: Where necessary to terminate, tap off, or redirect multiple raceway runs or to facilitate conductor installation, furnish and install appropriately designed boxes. Boxes shall be fabricated from code gauge steel assembled with corrosion resistant machine screws. Box size shall be as required by Code. Where intermediate cable supports are necessary because of box dimensions, provide insulated removable core brackets to support conductors. Junction boxes are to be equipped with barriers to separate circuits. Where splices are to be made, boxes shall be large enough to provide ample work space. All conductors in boxes are to be clearly tagged to indicate characteristics. Boxes shall be supported independently of raceways. Junction boxes in moist or wet areas shall be galvanized type. Boxes larger than 4-inches square shall have hinged covers. Boxes larger than 12-inches in one dimension will be allowed to have screw fastened covers, if a hinged cover would not be capable of being opened a full 90 degrees due to installation location.

C. Fiberglass Handholes shall be die molded glass fiber. Cable Entrance shall be pre-cut 6-inch x 6-inch (150 mm x 150 mm) cable entrance at center bottom of each side. Cover shall be glass fiber weatherproof cover with nonskid finish.

D. Install boxes in accordance with NECA "Standard of Installation." Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.

E. Set wall mounted boxes at elevations to accommodate mounting heights indicated or specified in section for outlet device. Electrical boxes are shown on drawings in approximate locations unless dimensioned. Adjust box location up to 10-feet (3m) if required to accommodate intended purpose. Orient boxes to accommodate wiring devices. Maintain headroom and present neat mechanical appearance.

F. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Division 7.
G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
H. Use flush mounting outlet box in finished areas. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Do not install flush mounting box back-to-back in walls; provide minimum 6-inches (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness. Use stamped steel bridges to fasten flush mounting outlet box between studs. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
I. Use adjustable steel channel fasteners for hung ceiling outlet box. Do not fasten boxes to ceiling support wires. Support boxes independently of conduit. Use gang box where more than one device is mounted together. Do not use sectional box. Use gang box with plaster ring for single device outlets. Use cast outlet box in exterior locations exposed to the weather and wet locations. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations. Set floor boxes level.
J. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
K. Adjust floor box flush with finish flooring material. Adjust flush-mounting outlets to make front flush with finished wall material. Install knockout closures in unused box openings.

2.4 GROUNDING & BONDING

A. Ground all systems and equipment in accordance with best industry practice, the requirements of NFPA 70 and the following:
   1. Provide grounding bonds between all metallic conduits of the light and power system which enter and leave cable chambers or other non-metallic cable pulling and splicing boxes. Accomplish this by equipping the conduits with bushings of the grounding type individually cross connected.
   2. Bond metallic conduits containing grounding electrode conductors and main bonding conductors to the ground bus service enclosure and/or grounding electrode at both ends of each run utilizing grounding bushings and jumpers.
   3. Provide grounding bonds for all metallic conduits of the light and power system which terminate in pits below equipment for which a ground bus is specified. Accomplish this by equipping the conduits with bushings of the grounding type connected individually to the ground bus.
   4. Provide supplementary ground bonding where metallic conduits terminate at metal clad equipment (or at the metal pull box of equipment) for which a ground bus is specified. Accomplish this be equipping the conduits with bushings of the grounding type connected individually by means of jumpers to the ground bus. Exclude the jumpers where directed. This exclusion will be required where an isolated ground for electronic equipment is to be maintained.

5. Each grounding type bushing shall have the maximum ground wire accommodation available in standard manufacture for the particular conduit size. Connection to bushing shall be with wire of this maximum size.
6. Bonding conductors on the load size of the service device and equipment grounding conductors shall be sized in relation to the fuses or trip size of the overcurrent device supplying the circuit.
7. The central equipment for the fire protective alarm system and telephone system shall have its grounding terminal connected to the grounding electrode by means of a No. 6 green coded insulated conductor, run in 3/4" conduit. Utilize a ground clamp of a type specifically manufactured for the purpose.
8. Perform inspections and tests listed in NETA ATS, Section 7.13. Document test results in Record Documents.
9. Grounding means shall never exceed 10 ohms when located outdoors, or 5 ohms when located indoors.

2.5 EQUIPMENT WIRING SYSTEMS

A. Cords & Caps: Manufacturers: Hubbel, Pass & Seymour or Arrow Hart. Attachment Plug Construction: Conform to NEMA WD 1. Configuration: NEMA WD 6; match receptacle configuration at outlet provided for equipment. Cord Construction: ANSI/NFPA 70, Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
B. Included in the general requirements for motor control equipment wiring and connections, the following specified items shall be performed:
   1. Installation and connection of motor controls which will be furnished under the heating, ventilating and air conditioning section and the plumbing section.
C. Nameplates: Each starter shall have a 1.0" x 2.5" hot stamped nameplate identifying the unit and panel it is fed from. The lettering shall be white 1/2" high in a black background.
D. Connections to systems: Make electrical connections in accordance with equipment manufacturer's instructions. Make conduit connections to equipment using flexible conduit. Use liquid-tight flexible conduit with watertight connectors in damp or wet locations. Make wiring connections using wire and cable with insulation suitable for temperatures encountered in heat producing equipment. Provide receptacle outlet where connection with attachment plug is indicated. Provide cord and cap where field-supplied attachment plug is indicated. Provide suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes. Install disconnect switches, controllers, control stations, and control devices as indicated. Modify equipment control wiring with terminal block jumpers as indicated. Provide interconnecting conduit and wiring between devices and equipment where indicated.

2.6 SUPPORTING DEVICES

A. Materials and Finishes: Provide adequate corrosion resistance. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products. Steel channel shall be galvanized.
B. Anchors and Fasteners:
   1. Concrete Structural Elements: Use precast insert system, expansion anchors.
   2. Steel Structural Elements: Use beam clamps, or welded fasteners.

3. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts or hollow wall fasteners.
5. Solid Masonry Walls: Use expansion anchors or preset inserts.
6. Sheet Metal: Use sheet metal screws.
7. Wood Elements: Use wood screws.

C. Installation: Install products in accordance with manufacturer's instructions. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation". Do not fasten supports to pipes, ducts, mechanical equipment, and conduit. Do not use spring steel clips and clamps. Do not use powder-actuated anchors. Do no drill or cut structural members. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts. Install surface-mounted cabinets and panelboards with minimum of four anchors. In wet and damp locations use steel channel supports to stand cabinets and panelboards one inch off wall. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

2.7 ELECTRICAL IDENTIFICATION

A. Nameplates: Engraved three-layer laminated plastic, black letters on white background. Locations: Each electrical distribution and control equipment enclosure, communication cabinets. Letter Size: Use 1/8 inch letters for identifying individual equipment and loads. Use 1/4 inch letters for identifying grouped equipment and loads.

B. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use for identification of individual power receptacle faceplates indicating panel & circuit number the outlet is fed from and control device stations. In addition to nameplates as described above, use labels on all panelboards, disconnect switches and enclosed circuit breakers to identify where the equipment is fed from, voltage & phase.

C. Wire markers: Tape, or tubing type wire markers. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection. Power and Lighting Circuits shall be marked with panel and branch circuit or feeder number as indicated on drawings. Control Circuits shall be marked with control wire number indicated on schematic and interconnection diagrams on drawings

D. Conduit markers: Corrosion and abrasion resistant. Location: Furnish markers for each conduit longer than 6 feet (2 m). Spacing: 20 foot on center. Indicate voltage and phase.

E. All panelboards shall be provided with a typed (hand written is not allowed) circuit directory indicating the load fed by each circuit breaker and it's location in the building.

2.8 FIRE ALARM SYSTEM

A. GENERAL

1. The contractor shall submit complete documentation for the Fire Alarm/Life Safety System Data Sheets for all items to ensure compliance with these specifications. Copies of this information shall be submitted as required to the Architect award of this work and shall be subject to the approval of the architect.
2. The contractor shall submit, as part of the complete bid documentation package, certification that the engineered system distributor is a fully authorized factory trained and certified distributor of the system detailed within this specification.
3. All equipment and material shall be new and unused, and listed by Underwriter's Laboratories for the specific intended purpose. All control panel components, field

peripherals and interactive computer peripherals shall be designed for continuous duty operation without degradation of function or performance.

4. All equipment covered by this specification or noted on installation drawings shall be the best equipment suited for the application and shall be provided by a single manufacturer.
5. Provide all equipment and accessories and compatible devices for a complete and fully functioning addressable fire alarm system. The fire alarm system shall be coordinated with and inspected by the local fire department, and any inconsistency mentioned during any inspection shall be corrected by contractor at no additional cost to owner.
6. The control panel shall contain a microprocessor with 10/100 ethernet media access controller (MAC). The system shall be designed specifically for fire detection, and notification applications. Specify emergency voice-evacuation
7. The installing contractor shall coordinate master-box, radio-box, and/or dialer requirements with local fire department.

B. FIRE ALARM LIFE SAFETY SYSTEM SEQUENCE OF OPERATION

1. The operation of a manual station or activation of any automatic alarm initiating device (system smoke, heat, waterflow) shall automatically:
   a. Initiate the transmission of the alarm to the Municipal Fire Station or approved Central Station via the Local Energy or Radio Master-box.
   b. Sound a code 3 temporal evacuation signal over all audio (notification) circuits, except in designated areas of assembly. In designated areas of assembly (sound a pre-recorded voice message) and/or conduct manual voice evacuation from the system microphone(s) located at the FACP or remote location(s) in accordance with the local requirements.
   c. Flash all visual signals throughout the building in a synchronized manner.
   d. Flash an alarm LED and sound an audible signal at the FACP. Upon acknowledgement, the alarm LED shall light steadily and the audible shall silence. Subsequent alarms shall re-initiate this sequence.
   e. Upon alarm initiation by an elevator lobby smoke detector or other designated recall device, recall all elevators that serve the floor of initialization to the main egress level. If the alarm initiates on the main egress level, return the elevator to the alternate floor as directed by the local authority having jurisdiction.
   f. Visually indicate the alarm initiating device type and location via the LCD display located at the FACP (and at any remote annunciators) and (illuminate the appropriate alarm zone LED at the remote annunciator).
   g. Automatically shut down or control HVAC equipment to initiate smoke control functions as required. Manual override controls and programmable relay interface shall serve as an interface to the Building Automation System.
   h. Operate prioritized outputs to release all magnetically held smoke doors and magnetically locked doors throughout the building.
   i. Activate the exterior weatherproof beacon.

C. WIRING

1. Provide in accordance with manufacturer's instructions all wiring, conduit and outlet boxes required for the installation of complete system as described herein and as shown on the drawings. Wiring shall be Class A.
2. Installation and fire alarm system wiring shall be installed in metal raceway. An equipment bonding conductor shall be provided in all flexible metallic raceways.
3. Color code for fire alarm systems shall be per the State Fire Alarm code.
4. DC supply to the main fire alarm panel shall be white and black. Fire alarm primary power source shall be on dedicated branch circuit. Circuit breaker locks shall be used. If a separate feed is required for the battery charger it shall be black and white unless the

main fire alarm panel required only AC feed. In this case the conductors to the battery charger shall be red and white and shall be on a circuit breaker of fits own.

5. Conductors shall be minimum #14-gauge solid copper type THHN/THWN. Conductor's size shall be increased as required to maintain voltage drop to a maximum of 3%. All AC and DC portions of the system shall be installed in separate raceway. Addressable loop wiring may be #16 providing manufacturer's recommended distance is observed. Systems requiring shielded wiring for addressable loops shall not be acceptable.
6. Red painted terminal cabinets with hinged local covers shall be provided at all junction points. All conductor splices shall be made on screw type terminal blocks, wire nuts shall not be used. All terminals within terminal cabinet shall be properly labeled. Provide terminal cabinet at each building cable entrance and at other locations as required.
7. All fire alarm initiating zone and signal wiring shall be wired Class A.
8. Final connections between the equipment and the wiring system shall be made under the direct supervision of a representative of the manufacturer.
9. Upon completion of the installation of fire alarm equipment, the electrical contractor shall provide to the engineer a signed statement substantially in the form as follows:
   a. The undersigned having been engaged as the electrical contractor on this project confirms the fire alarm equipment was installed in accordance with the specifications and in accordance with wiring diagrams, instructions, and directions provided to us by the manufacturer.

D. GUARANTEE AND FINAL TEST

1. All testing (pre-testing, final testing, quarterly testing and program change testing) to be coordinated with the owner and scheduled in advance so that owners and personnel can be present during testing. Contractor to certify that all tests comply with the "State Fire Code", latest edition.
2. Before this installation shall be considered complete and acceptable to the awarding authorities, a complete test on the system shall be performed as follows:
   a. A pre-test will be held by the electrical contractor with the manufacturer's authorized representative present. After certification of a complete pre-test, the installing contractor shall inform the authority having jurisdiction of the outcome of the test and will re-inspect in the presence of the authority having jurisdiction and the manufacturer's authorized representative.
   b. Final test: The electrical contractor in the presence of authorized representative of the manufacturer and the fire department shall operate every manual station, smoke detector, and thermodetector. Each station/detector circuit and horn circuit shall be opened in at least two locations to check for the presence of correct supervisory circuitry. When this testing ahs been completed to the satisfaction of both the electrical contractor's job foreman and the representative of the manufacturer, a letter from the contractor cosigned by the manufacturer attesting t the satisfactory completion of said testing, shall be forwarded to the owner.
3. The electrical contractor shall guarantee all equipment and wiring to be free from inherent mechanical and electrical defects for a period of one year from the date of final acceptance.
4. The contractor shall provide the Owner with a formal written equipment guarantee upon completion of the installation and testing of the system. The guarantee period shall begin on the day of acceptance of the system by the Owner and shall provide for a period of <u>one</u> year. This guarantee shall be indicated in the manufacturer's submission prior to approval. This guarantee shall be as normal policy by the equipment manufacturer.
5. The manufacturer shall maintain a full-time service and parts facility, with seven days per week, 24 hour per day service available.

6. All service technicians shall be licensed by the State Fire Code covering service and maintenance of systems.
7. Include as part of the contract, the four quarterly tests following the final acceptance test. Provide quarterly testing in conformance with the State Fire Code latest addition.

PART 3 – EXECUTION

3.1 BASIC REQUIREMENTS

A. Adhere to best industry practice and the following:
   1. All work shall be concealed.
   2. Route circuitry runs embedded in concrete to coordinate with structural requirements.
   3. Equip each raceway intended for the future installation of wire or cable with a nylon pulling cord 3/16" in diameter and clearly identify both ends of the raceway.
   4. Provide all outlet boxes, junction boxes, and pull boxes for proper wire pulling and device installation. Include those omitted from the drawings due to symbolic methods of notation.
   5. Utilize lugs of the limited type to make connections at both ends of cables installed on the line side of main service overcurrent and switching devices. Provide cable limiters for each end of each service entrance cable.
   6. Beyond the termination of raceways, fireproof the following:
      a. All wires and cables within pad-mounted transformer enclosure.
      b. All service feeder cables ahead of main service overcurrent protection devices, and elsewhere where not in raceways.
   7. Fireproofing of wires and cables shall be by means of a half-lapped layer of arcproof or by means of sleeving of a type specifically manufactured for the purpose. Ends of tape or sleeving shall be severed with twine. Fireproofing shall be extended up into raceways. After conductors have been finally shaped into their permanent configuration, fireproofing tape or sleeving shall be coated with silicate of soda (water glass). Fireproofing shall be applied in an overall manner to raceway groupings of conductors.
   8. Provide all sleeves through fireproof and waterproof slabs, walls, etc., required for electric work.
   9. Provide waterproof sealing for the sleeves through waterproof slabs, walls, etc.
   10. Provide fireproof sealing for the sleeves through fireproof walls, slabs, etc.
   11. Provide fireproof sealing for the openings in fireproof walls, slabs, etc., resulting from removal of existing electrical sleeves, conduits, poke-thru's etc.
   12. No splicing of wires will be permitted in the Fire Alarm System.
   13. Bundle wiring passing through pull boxes and panelboards in a neat and orderly manner with plastic cable ties. Cable ties shall be by Ty-Raps as manufactured by Thomas & Betts, Holub Industries Inc., Quick Wrap, Bundy Unirap, or equal.
   14. Turn branch circuits and auxiliary system wiring out of wiring gutters at 90 degrees to circuit breakers and terminal lugs.

3.2 TESTING REQUIREMENTS & INSTRUCTIONS

A. Where any repairs, modifications, adjustments, tests or checks are to be made, the Contractor shall contact the Engineer to determine if the work should be performed by or with the Manufacturer's Representative.
B. Tests are to:

1. Provide initial equipment/system acceptance.
2. Provide recorded data for future routine maintenance and trouble-shooting.
3. Provide assurance that each system component is installed satisfactorily and can be expected to perform, and continue to perform its specified function with reasonable reliability throughout the life of the facility.

C. At any stage of construction and when observed, any electrical equipment or system determined to be damaged, or faulty, is to be reported to the Engineer. Corrective action by the Contractor requires prior Engineer approval, retesting, and inspection.

D. When the electrical tests and inspections specified or required within Division 26 are completed and results reported, reviewed, and approved by the Engineer, the Contractor may consider that portion of the electrical equipment system or installation electrically complete. The Contractor will then affix appropriate, approved, and dated completion or calibration labels to the tested equipment and notify the Engineer of electrical completion. If the Engineer finds completed work unacceptable, he will notify the Contractor in writing of the unfinished or deficient work, with the reason for his rejection, to be corrected by the Contractor. The Contractor will notify the Engineer in writing when exceptions have been corrected. The Contractor will prepare a "Notification or Substantial Electrical Completion" for approval by the Engineer following Engineer's acceptance of electrical completion. If later in-service operation or further testing identified problems attributable to the Contractor, these will be corrected by the Contractor, at no additional cost to the Authority.

3.3 BRANCH CIRCUITRY

A. For all lighting and appliance branch circuitry, raceway sizes shall conform to industry standard maximum permissible occupancy requirements except where these are exceeded by other requirements specified elsewhere.

B. Circuits shall be balanced on phases at their supply as evenly as possible.

C. Feeder connections shall be in the phase rotation which establishes proper operation for all equipment supplied.

D. Reduced size conductors indicated for any feeders shall be taken as their grounding conductors.

E. Feeders consisting of multiple cables and raceways shall be arranged such that each raceway of the feeder contains one (1) cable for each leg and one (1) neutral cable, if any.

F. For circuitry indicated as being protected at 20 Amps or less, abide by the following:
   1. All 20 amp, 120/208 volt, 3-phase, 4-wire combined branch circuit homeruns shall be provided with a #8 AWG neutral conductor.
   2. Minimum conductor size shall be No. 12 AWG cooper.
   3. Conductors operating at 120 volts extending in excess of 100 ft. or at 277 volts extending in excess of 200 ft., or the last outlet or fixture tap shall be No. 10 AWG cooper throughout.
   4. Lighting fixtures and receptacles shall not be connected to the same circuit.

G. Type MC Cable Installation:
   1. Where cable is permitted under the products section, the installation of same shall be done in accordance with code and the following:
      a. Cable shall be supported in accordance with code. Tie wire is not an acceptable means of support. Cable supports such as Caddy WMX-6, MX-3, and clamps such as Caddy 449 shall be used. Where cables are supported by the structure and only need securing in place, then ty-raps will be acceptable. Ty-raps are not acceptable as a means of support. All fittings, hangers, and clamps for support and termination of cables shall be of type specifically designed for use with cable, i.e., romex connectors not acceptable.

b. Armor of cable shall be removed with rotary cutter device equal to roto-split by Seatek Co.; not with a hacksaw.
c. Use split "Insuliner" sleeves at terminations.

3.4 REQUIREMENTS GOVERNING ELECTRICAL WORK IN DAMP OR WET LOCATIONS

A. Outlets and outlet size boxes shall be of galvanized cast ferrous metal only.
B. The finish of threaded steel conduit shall be galvanized only.
C. Wires for pulling into raceways for lighting and appliance branch circuitry shall be limited to "THWN".
D. Wires for pulling into raceways for feeders shall be limited to "THWN".
E. Plates for toggle switches and receptacles shall have gasketed snap shut covers suitable for wet locations while in use.
F. Final connections of flexible conduit shall be neoprene sheathed.
G. Apply one (1) layer of half looped plastic electric insulating tape over wire nuts used for joining the conductors of wires.
H. Enclosures, junction boxes, pull boxes, cabinets, cabinet trims, wiring troughs and the like, shall be fabricated of galvanized sheet metal, shall conform to the following:
   1. They shall be constructed with continuously welded joints and seams.
   2. Their edges and weld spots shall be factory treated with cold galvanizing compound.
   3. Their connection to circuitry shall be by means of watertight hub connectors with sealing rings.
I. Enclosures for individually mounted switching and overcurrent devices shall be NEMA Class IV weatherproof construction.
J. The covers, doors and plates and trims used in conjunction with all enclosures, pull boxes, outlet boxes, junction boxes, cabinets and the like shall be equipped with gaskets.
K. Panels shall be equipped with doors without exception.
L. The following shall be interpreted as damp or wet locations within building confines:
   1. Spaces where any designations indicating weatherproof (WP) or vapor proof appear on the drawings.
   2. Below waterproofing in slabs applied directly on grade.
   3. Spaces defined as wet or damp locations by Article 100 of the National Electric Code.
   4. Parking garage.

3.5 LIMITING NOISE PRODUCED BY ELECTRICAL INSTALLATION

A. Perform the following work, in accordance with field instructions issued by the Architect to assure that minimal noise is produced by electrical installations due to equipment furnished as part of the electrical work.
B. Check and tighten the fastenings of sheet metal plates, covers, doors and trims used in the enclosures of electrical equipment.
C. Remove and replace any individual device containing one or more magnetic flux path metallic cores (e.g., discharge lamp ballast, transformer, reactor, dimmer, and solenoid) which is found to have a noise output exceeding that of other identical devices installed at the project.

3.6 SUPPORTS AND FASTENINGS

A. Support work in accordance with best industry standards, and Local Electric Code.
B. Include supporting frames or racks for equipment, intended for vertical surface mounting, which is required in a free standing position.

C. Supporting frames or racks shall be of standard angle, standard channel or specialty support system steel members. They shall be rigidly bolted or welded together and adequately braces to form a substantial structure. Racks shall be of ample size to assure a workmanlike arrangement of all equipment mounted on them.
D. No work intended for exposed installation shall be mounted directly on any building surface. In such locations, flat bar members or spaces shall be used to create a minimum of ¼" air space between the building surfaces and the work. Provide ¾" thick exterior grade plywood painted with two (2) coats of fire-retardant gray paint for mounting of panelboards.
E. Nothing (including outlet, pull and junction boxes and fittings) shall depend on electric conduits, raceways or cables for support.
F. Nothing shall rest on, or depend for support on, suspended ceiling media.
G. Support less than 2" trade size, vertically run, conduits at intervals no greater than 8'. Support such conduits, 2-1/2" trade size or larger, at intervals no greater than they story height, or 15', whichever is smaller.
H. Where they are not embedded in concrete, support less than 1" trade size, horizontally run, conduits at intervals no greater than 7'. Support such conduits, 1" trade size or larger, at intervals no greater than 10'.
I. Support all lighting fixtures directly from structural slab, deck or framing member.
J. Where fixtures and ceilings are such as to require fixture support from ceiling openings frames, include in the electric work the members necessary to tie back the ceiling opening frames to ceiling suspension members or slabs so as to provide actual support for the fixtures noted above.
K. As a minimum procedure, in suspended ceilings support smalls runs of circuitry (e.g., conduit not in excess of 1" trade size) from ceiling suspension members as defined above. Support larger runs of circuitry directly from structural slabs, decks or framing members.
L. Fasten electric work to building structure in accordance with the best industry practice.
M. Floor mounted equipment shall not be held in place solely by its own dead weight. Include floor anchor fastenings in all cases.
N. For items which are shown as being ceiling mounted at locations where fastenings to the building construction element above is not possible, provide suitably auxiliary channel or angle iron bridging tying to building structural elements.
O. As a minimum procedure, where weight applied to the attachment points is 100 lbs. or less, fasten to concrete and solid masonry with bolts and expansion shields.
P. As a minimum procedure, where weight applied to building attachment points exceed 100 lbs., but is 300 lbs. or less, conform to the following:
   1. At field poured concrete slabs, utilize inserts with 20' minimum length slip-through steel rods, set transverse to reinforcing steel.

3.7 SPLICING AND TERMINATING WIRES AND CABLES

A. Maintain all splices and joints in removable cover boxes or cabinets where they may be easily inspected.
B. Locate each completed conductor splice or joint in the outlet box, junction box, or pull box containing it, so that it is accessible from the removal cover side of the box.
C. Join solid conductors No. 8 AWG and smaller by securely twisting them together and soldering, or by using insulated coiled steel spring "wire nut" type connectors. Exclude "wire nuts" employing non-expandable springs. Terminate conductors No. 8 AWG and smaller by means of a neat and fast holding application of the conductors directly to the binding screws or terminals of the equipment or devices to be connected.

D. Join, tap and terminate standard conductors No. 6 AWG and larger by means of solder sleeves, taps, and lugs with applied solder or by means of bolted saddle type or pressure indent type connectors, taps and lugs. Exclude connectors and lugs of the types which apply set screws directly to conductors. Where equipment or devices are equipped with set screw type terminals which are impossible to change, replace the factory supplied set screws with a type having a ball bearing tip. Apply pressure indent type connectors, taps and lugs utilizing tools manufactured specifically for the purpose and having features preventing their release until the full pressure has been exerted on the lug or connector.
E. Except where wire nuts are used, build up insulation over conductor joints to a value, equal both in thickness and dielectric strength, to that of the factory applied conductor insulation. Insulation of conductor taps and joints shall be by means of half-lapped layers of rubber tape, with an outer layer of friction tape; by means of half-lapped layers of approved plastic electric insulating tape; or by a means of split insulating casings manufactured specifically to insulate the particular connector and conductor, and fastened with stainless steel or non-metallic snaps or clips.

3.8 PULLING WIRES INTO CONDUITS AND RACEWAYS

A. Delay pulling wires or cables in until the project has progressed to a point when general construction procedures are not liable to injure wires and cables, and when moisture is excluded from raceways.
B. Utilize nylon snakes or metallic fish tapes with ball type heads to set up for pulling. In raceways 2" trade size and larger, utilize a pulling assembly ahead of wires consisting of a suitable brush followed by a 3-1/2" diameter ball mandrel.
C. Leave sufficient slack on all runs of wire and cable to permit the secure connection of devices and equipment.
D. Include circular wedge-type cable supports for wires and cables at the top of any vertical raceway longer than 20 feet. Also include additional supports spaced at intervals which are no greater than 10'. Supports shall be located in accessible pull boxes. Supports shall be of a non-deteriorating insulating material manufactured specifically for the purpose.
E. Pulling lubricants shall be used. They shall be products manufactured specifically for the purpose.

3.9 REQUIREMENTS FOR THE INSTALLATION OF JUNCTION BOXES, OUTLET BOXES AND PULL BOXES

A. Flush wall-mounted outlet boxes shall not be set back to back but shall be offset at least 12" horizontally regardless of any indication on the drawings.
B. Locate all boxes so that their removable covers are accessible without necessitating the removal of parts of permanent building structure, including piping, ductwork, and other permanent mechanical elements.
C. In conjunction with concealed circuitry, abide by one of the following instructions (as may be applicable to the conditions) in order to assure the aforementioned accessibility. (Not required for circuitry concealed by removable suspended ceiling tiles.)
D. For a small (outlet size) box on circuitry concealed in a partition or wall, locate box or fitting so that its removable cover side, (or the face of any applied raised cover) penetrates through to within 1/8" of the exposed surface of the building materials concealing the circuitry and apply a blank or device plate to suit the functional requirements.
E. For a large box on circuitry concealed in a partition, suspended ceiling, or wall, locate box totally hidden but with its removable cover directly behind an architectural access door or

panel (included for the purpose, separate from the electric work) in the building construction which conceals the circuitry.

F. Include all required junction and pull boxes regardless of indications on the drawings (which, due to symbolic methods of notation, may omit to show some of them).
G. Unless noted below or otherwise specifically indicated, include a separate outlet box for each individual wiring device, lighting fixture and signal or communication system outlet component. Outlet boxes supplied attached to lighting fixtures shall not be used as replacements for the boxes specified herein.
H. Utilize an outlet box no smaller than 5" square by 2-1/2" deep.
I. Allow no fixture to be supplied from an outlet box in another room.
J. Multiple local switches indicated at a single location shall be gang-mounted in a single outlet box.
K. Install junction boxes, pull boxes and outlet boxes in conjunction with concealed circuitry.
L. Close up all unused circuitry openings in outlet boxes. Unused openings in cast boxes shall be closed with approved cast metal threaded plugs. Unused openings in sheet metal boxes shall be closed with sheet metal knock-out plugs.
M. Outlet boxes for switches shall be located at the strike side of doors. Indicate door swings are subject to field change. Outlet boxes shall be located on the basis of final door swing arrangements.
N. Boxes and plaster covers for duplex receptacles shall be arranged for vertical mounting of the receptacle.
O. Equip outlet boxes used for devices which are connected to wires of systems supplied by more than one set of voltage characteristics with barriers to separate the different systems.
P. Barriers in junction and pull boxes of outlet size shall be of the same metal as the box.
Q. Barriers in junction and pull boxes which are larger than outlet size shall be of the polyester resin fiberglass of adequate thickness for mechanical strength, but in no case less than 1/4" thick. Each barrier shall be mounted, without fastenings, between angle iron guides so that they may be readily removed.

3.10 LOCATING AND ROUTING OF CIRCUITRY

A. In general, all circuitry shall be run concealed except that it shall be run exposed where the following conditions occur:
   1. Horizontally at the ceiling of permanently unfinished spaces which are not assigned to mechanical or electrical equipment.
   2. Horizontally and vertically in mechanical equipment spaces.
   3. Horizontally and vertically in electric equipment rooms.
B. Concealed circuitry shall be so located that building construction materials can be applied over its thickest elements without being subject to spalling or cracking.
C. All circuitry and raceways shall not be run within slabs. If field conditions requires raceways to be embedded in field-poured structural building construction concrete fill or slab shall conform to the following:
   1. Where turned up or down into a wall or partition they shall, before entering same, be routed parallel for a long enough distance to assure that no relocation of the wall or partition will be necessary to conceal the required bend.
   2. They shall be routed in such a manner as to coordinate with the structural requirements of the building.
   3. They shall be routed in accordance with field instructions issued by the Architect where such instructions differ from specifications set forth herein.
D. Circuitry run exposed shall be routed parallel to building walls and column lines.

E. Circuitry shall be routed so as to prevent electric conductors from being subject to high ambient temperature. Minimum clearances from heated lines or surfaces shall be maintained as follows:
   1. Crossing where uninsulated: 3".
   2. Crossing where insulated: 1"
   3. Running parallel where uninsulated: 36".
   4. Running parallel where insulated: 6".
F. Circuitry shall not be run in elevator shafts, hoistways, and the like. Where outlets for trail cables, pit lights, run be level lights, and the like, are involved, only the "final connection" outlet boxes themselves shall be located within or open into, the confines of the shaft.

3.11 INSTALLING CIRCUITRY

A. The outside surface of circuitry, which is to be embedded in cinder concrete, shall be coated with asphaltum paint.
B. In runs of conduit or raceway including flexible limit the number of bends between cable access points to a total which does not exceed the maximum specified for the particular system. Where no such maximum is specified, limit the number to four (4) right angle bends or the equivalent thereof.
C. In each conduit or raceway assigned for the future pulling in of wires, include a nylon drag cord. In raceways 2" trade size and larger, the cord shall be pulled in utilizing a suitable brush, followed by an 85% diameter ball mandrel ahead of the cord in the pulling assembly. In the event that obstructions are encountered, which will not permit the drag cord to be installed, the blocked section of raceway shall be replaced and any cutting and patching of the structure involved in such replacement shall be included as part of the electric work.
D. Circuitry shall be arranged such that conductors of one feeder or circuitry carrying "going" current are not separated from conductors of the same feeder or circuitry carrying "return" current by any ferrous or other metal. Where not within raceways, all "going" and "return" current conductors of one feeder or circuit shall be laced together so as to minimize induction heating of adjacent metal components.
E. Sleeves used where circuitry is to penetrate waterproof slabs, decks and walls, shall be of a type selected to suit the water condition encountered in the field.

END OF SECTION