



INVITATION FOR RE-BIDS

Drexel Meter Stack & Circuit Replacement

(Re-bid) BS-2024-004

**Elderly Housing Units, 1745 Drexel Road, West Palm Beach,
FL-33417**

March 2024

Owner

The Palm Beach County Housing Authority

3333 Forest Hill Blvd.

West Palm Beach, FL-33406



E. C. Fennell, Inc.

West Palm Beach, FL-33407

Table of Contents

CONTRACT DOCUMENTS

00100 NOTICE TO BID

00110 INVITATION TO BID

00125 DOCUMENTS REQUIRED WITH THE BID

00200 BID PROPOSAL

00210 BID BOND, PERFORMANCE BOND & PAYMENT BOND

00215 FUTURE PERFORMANCE & PAYMENT BONDING LETTER

00218 SCHEDULE OF SUB-CONTRACTOR

00220 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

00225 DISCLOSURE OF LOBBYING ACTIVITIES

00230 ANTI KICKBACK AFFIDAVIT

00235 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS

00240 STATEMENT OF CONTRACTOR'S QUALIFICATIONS

00242 CONTRACTOR'S RESPONSIBILITY

00245 CERTIFICATE OF INSURANCE

00250 CERTIFICATE OF NONSEGREGATED FACILITY

00255 CERTIFICATE OF NON-DISBARMENT

00258 PUBLIC ENTITY CRIME STATEMENT

00260 ADDITIONAL SECTION 3 CLAUSE

00270 CERTIFICATION OF LABOR STANDARDS

00285 AGREEMENT

00300 INSTRUCTION TO BIDDERS – HUD-5369

00400 GENERAL CONDITIONS

00410 SUPPLEMENTARY CONDITIONS

00425 WAGE RATES, PAYROLL FORMS, AND PAYROLL INSTRUCTIONS

00430 NOTICE TO ALL EMPLOYEES

00860 DRAWING LIST & DRAWINGS

00900 SPECIFICATION LIST & SPECIFICATIONS

GENERAL CONDITIONS

01010 SUMMARY OF WORK

01026 MEASUREMENT AND PAYMENTS

01030 SAMPLE AIA DOCUMENTS

01120 ALTERATION PROJECT PROCEDURE

01300 ADMINISTRATIVE REQUIREMENTS

01320 SUBMITTALS

01400 GENERAL QUALITY ASSURANCE

01600 PRODUCT REQUIREMENTS

01650 PRODUCT SUBSTITUTION

01740 CLOSEOUT SUBMITTALS

01800 RELEASE OF LIEN DOCUMENTS



SECTION “00100”

NOTICE TO BID

**NOTICE
INVITATION FOR BIDS
FOR
DRXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID)
Solicitation No. BS-2024-004**

The Palm Beach County Housing Authority (PBCHA) acting for itself, instrumentalities and/or affiliates is soliciting bids from qualified, licensed contractor to replace meter stack and circuit breakers at Drexel House Apartments located at 1745 Drexel Road, West Palm Beach, FL 33417.

Qualified individuals or firms may download and print the bid documents on March 11, 2024, by visiting PBCHA website at www.pbchafl.org under “Doing Business with PBCHA” tab, then click on “Current Bids and Solicitation.” The IFB is labeled “Drexel Meter Stack and Circuit Replacement (Re-bid).” All questions shall be submitted in writing three (3) days prior to closing to the attention of:

Julian Cover
Project Manager
jcover@ecfconsultants.com

All bids shall be prepared and submitted in accordance with the instructions described in the IFB. All bids must be received by PBCHA on or before 2:00 pm (EST) Monday, March 25, 2024. An optional pre-bid conference will be held on Monday, March 18, 2024, at 1:00 pm at 1745 Drexel Road, West Palm Beach, FL 33417. No electronic submission will be accepted. Offerors assume sole and full responsibility for the timely delivery of bids. Late bids will not be considered. Bids must be clearly marked with the solicitation number, closing date and time, bidder’s name, address, and contact information.



SECTION “00110”

INVITATION TO BID

INVITATION TO REBID

The Palm Beach County Housing Authority will receive sealed bids for:

Drexel Meter Stack & Circuit Replacement (Re-bid) – BS – 2024 - 004

Sealed bids will be received by The Palm Beach County Housing Authority at 3333 Forest Hill Blvd., West Palm Beach, FL 33406, no later than on Monday March 25, 2024, at 2:00 PM local time at which time the sealed bids will be publicly opened and read aloud. **Sealed bids are to have the project name, PBCHA DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) PROJECT – BS – 2024 - 004 BID DOCUMENTS, marked on the outside of the envelope.**

A pre bid meeting & Site Walk will be held at 1 PM, Monday March 18, 2024, at the Elderly Housing Units located **1745 DREXEL ROAD, West Palm Beach, FL 33417.**

Last day to submit RFI (Request for Information) shall be Thursday March 21, 2024, by 5:00 PM.

Engineer shall response all RFIs no later than on Friday March 22, 2024, by 5:00 PM.

THE PROJECT CONSISTS OF FURNISHING ALL LABOR AND MATERIAL FOR THE FOLLOWING:

CONTRACT DESCRIPTION

Project Scope consists of a single prime contract based on a Lump Sum Price. A required 10% Bid Bond, and a 100% Performance Bond, and a 100% Payment Bond will be based on the Gross Total contract fee. Bid Bond must stay in affect for 90 days. P&P bond to be submitted within 14 days of Notice of Intent to Award Contract. Penalty Damages will be charged at \$250.00 per day for all calendar days that extend past the allotted time excluding the actual days when associated residential units remain without power supply. Penalty Damages will be charged at \$2,100.00 per day for all calendar days that extend past the allotted time when associated residential units remain without power supply. Contract time is 60 calendar days, plus materials & equipment lead time from the factory to the job site, (30 days of which are for permitting) from contract signing to substantial completion. 30 calendar days are meant for project planning and coordination by the contractor with PBCHA, ECF & Authorities Having Jurisdiction (AHJ). The allocated time for associated residential units to remain without power supply shall be 4 calendar days.

Scope of work includes:

1. Replacement of meter stacks arranged in 3 stacks of 5, 5, 4 meters respectively as per Project Plans & Specifications – Meter Bank # 3, South Tower Electrical Room.
2. Replacement of Main Circuit Breaker – 600 AMPS, 203/3/60
3. All Salvage Equipment & Materials shall be handed over to the PBCHA.
4. Coordination with FP&L to schedule and assist power shutdown from the transformer to meter bank # 3.
5. Coordination with FP&L to schedule and assist power connection from the transformer to meter bank # 3 upon completion of works.

A prime Licensed Electrical Contractor will be required for this project due to the scope of work involved.

Project scope of work consists of: All labor and material for supplying and installing the work.

Full on-site supervision of a State of Florida Licensed Electrical Contractor or his owner approved site supervisor is required on this project. Engineer and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent.

Copies of the Contract Documents are available for public inspection at:

<http://www.pbchafl.org/doing-business-with-pbcha/current-bids-and-solicitations>

The successful bidder will be required to furnish evidence of current personal injury, property liability, workmen's compensation policy and all other applicable insurances. The Prime Contractor is not allowed to work under a workman's compensation exemption status.

All responsive bids shall contain the one original, one copy, and one digital pdf submittal via a USB flash drive of the following items in a sealed package:

1. Check List / Number of Required Bid Copies Form, section 00125.
2. The completed Bid Proposal, section 00200
3. A 10% Bid Bond, Section 00210.
4. A certificate from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond within 14 days of Notice of Intent, Section 00215.
5. List and identify all sub-contractors, Section 00218.
6. Notarized Non-Collusion Affidavit, Section 00220.
7. Executed Disclosure of Lobbying Activities, Section 00225.
8. Notarized Anti-Kickback Agreement, Section 00230.
9. Executed Certification for Contracts, etc., Section 00235.
10. Notarized Statement of Contractor's Qualifications, Section 00240.
11. Executed Contractor's Responsibility Job Experience listing, Section 00242-3.
12. A certificate of Insurance showing **Florida** Worker's Compensation insurance is in place (not a WC exemption), Section 00245.
13. Executed Certificate of Nonsegregated Facilities, Section 00250.
14. Certificate of non-disbarment, Section 00255.
15. Public Entity Crimes Statement, Section 00258.
16. Contractor's Section 3 Plan and Statement of abiding by such, Section 00260.
17. Executed Certification of Labor Standards, Section 00270.
18. Photocopy of the current Contractors' State Electrical Contractor's License.
19. Your SAM's number or a copy of your pending online registration for a SAM's number.

Attention is called to the requirements as to condition of employment to be observed and the minimum wages to be paid under the contract. All wage rates on this project shall not be less than the prevailing wage rates as determined by the U.S. Department of Labor. Certified payrolls will be a required attachment to the payment requests.

The Contractor must take affirmative action to ensure that all application are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or age.

All successful bidders are required to comply with Section 3 of the Housing and Urban Development Act of 1968, amended 1969, and amended by Section 118 of Title 1, community Development and Housing Act of 1974, as well as Executive Order 11478. Section 3 requires that to the greatest extent feasible, opportunities, training and employment be given to lower income resident of the project area, and contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part of persons residing in the area of the project.

Contracts will be awarded to the low bid Contractor who is proven to be responsive and responsible based on the qualifications for the project. Contractor must not be on HUD's list of ineligible contractors and must be registered on the "System for Award Management" (SAM) webpage. Contract will be awarded provided the bid is reasonable, and in the best interest of the PBCHA, and the bidder has complied with all applicable laws and the requirements of the bid documents. The PBCHA reserves the right to reject any and all bids and to waive any informality in bids wherever it is in the best interests of the PBCHA. PBCHA is an Equal Opportunity Employer and promotes a drug free workplace. Women and Minorities owned businesses are encouraged to apply.

The award of this contract will be subject to the Owner's successful ability to acquire the appropriate funding for the project.

Palm Beach County Housing Authority



SECTION “00125”

DOCUMENTS REQUIRED FOR THE BID

DOCUMENTS REQUIRED WITH THE BID

All bidders will be required to submit one original HARD copy of the executed bid documents and one additional HARD copy at time of bid submittal.

All bidders will be required to submit one copy of all executed documents in a digital pdf file BINDER via a USB flash drive.

All documents including the flash drive shall be submitted in a sealed envelope with the name of the contractor and the name of the project written on the outside of the envelope.

CHECK LIST OF REQUIRED FORMS

____ **THIS CHECK LIST**

____ **TWO HARD COPIES, ONE OF WHICH IS AN ORIGINAL COPY**

____ **ONE USB FLASH DRIVE WITH A DIGITAL PDF BINDER INCLUDING EACH REQUIRED DOCUMENT.**

____ The completed Bid Proposal, section 00200.

____ An ORIGINAL 10% Bid Bond, Section 00210.

____ A certificate from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond, Section 00215.

____ A LETTER from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond with-in a 14-calendar day period, Section 00215.

____ List and identify all sub-contractors, Section 00218.

____ Notarized Non-Collusion Affidavit, Section 00220.

____ Executed Disclosure of Lobbying Activities, Section 00225.

____ Notarized Anti-Kickback Agreement, Section 00230.

____ Executed Certification for Contracts, etc., Section 00235.

____ Notarized Statement of Contractor's Qualifications, Section 00240.

____ Executed Contractor's Responsibility Job Experience listing, Section 00242-3.

____ A certificate of Insurance showing **Florida** Worker's Compensation insurance is in place (not a WC exemption), Section 00245.

____ Executed Certificate of Non-segregated Facilities, Section 00250.

____ Certificate of non-disbarment, Section 00255.

____ Public Entity Crimes Statement, Section 00258.

____ Contractor's Section 3 Work Plan and Statement of abiding by such, Section 00260.

This must include statements as to how you plan to meet Section 3 requirements for this project. This is an additional letter that you must type up and submit with the supplied Section 3 Section 00260.

____ Executed Certification of Labor Standards, Section 00270.

____ Photocopy of the current Contractor's ELECTRICAL CONTRACTOR'S State License.

____ Your SAM's number or a copy of your pending online registration for a SAM's number.

____ Your Sub-Contractor's SAM's number or a copy of their pending online registration for a SAM's number.



SECTION “00200”

BID PROPOSAL

BID PROPOSAL

OWNER: Palm Beach County Housing Authority
3333 Forest Hill Blvd.,
West Palm Beach, FL 33417

ENGINEER: E. C. Fennell, Inc. (ECF Engineering Consultants)
4401 Beacon Circle
West Palm Beach, FL-33407

(561) 561 – 471 4029 EXT 260; jcover@ecfconsultants.com

CONTRACTOR SUBMITTING BID: (NAME, ADDRESS, PHONE, FAX, & EMAIL)

PHONE: _____ EMAIL: _____

DATE OF BID: _____

1. Pursuant to and in compliance with the Invitation to Bid, Instruction to Bidders, and other Contract Documents, the undersigned hereby proposes to furnish all tools, labor, materials and equipment to perform all work necessary for scope of work in contained on all drawings and specifications are the total bid and any contractor not submitting bids on all drawings sheets and specifications will be considered a non-responsive bidder.

2. The Owner has the right to reject or deduct any portion or line item of any bid.

3. All bid packages shall be balanced bids and shall not be front-loaded; each line item shall be balanced.

4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the PALM BEACH COUNTY HOUSING AUTHORITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

5. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for ninety (90) days after the day of the Bid opening. Bidder will sign and deliver to the PALM BEACH COUNTY HOUSING AUTHORITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Document with-in 14 days after the date of the Owner's Notice of Tentative Award. If Bidder fails to sign the Agreement and deliver the Agreement to the Owner accompanied by the required security, insurance certificates and other documents with-in the time specified, the Owner has the authority to rescind the bid award and retain the bid security which shall be forfeited as liquidated damages.

6. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

a. Bidder has examined copies of all Contract Documents and all the following addenda:

ADDENDA NO.	DATE
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged and receipt of copies of the Advertisement for bid and the receipt of the Instruction to Bidders.

b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Housing Authority; no Housing Authority official nor any Housing Authority employee has a direct or indirect interest in said bid, in the supplies or work to which it relates to any person associated with the firm performing the work, or to the profits resulting from the work.

d. The Bidder understands that a requirement of this project is for the Contractor to provide a minimum of 25% of the work in this contract.

7. The Contractor shall submit at time of the bid submittal a list of sub-contractors to be used on the project. The list shall state if the sub-contractor is a minority business and if it is, what classification the minority is, and what the minority business qualifies for. The Owner has the right to approve or reject all sub-contractors which includes the right to interview the sub-contractors. Prior to a contract signing, all sub-contractors shall submit their "SAMS" (system for award management), certificate or their application for their "SAMS" certificate prior to being awarded their individual sub-contractor contracts by the General Contractor. Owner shall review the "SAMS" certificates prior to the sub being allowed to work on the property.

NOTE!

THE OWNER WILL EVALUATE THE BIDS BASED THE CONTRACTOR BEING RESPONSIVE AND RESPONSIBLE, INCLUDING PROJECT COST. THE PALM BEACH COUNTY HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITY IN BIDS WHEREVER IT IS IN THE BEST INTERESTS OF THE PALM BEACH COUNTY HOUSING AUTHORITY.

SCHEDULE OF PRICE
(ALL MATERIALS & EQUIPMENT AVAILABLE EX-STOCK)

NO	DESCRIPTION	UNIT	PRICE \$
1	Permit & other governmental fee & charges	lumpsum	
2	Coordination with PBCHA, ECF, & AHJ to schedule & conduct power shutdown to meter bank # 3	lumpsum	
3	Demolition of existing incoming/outgoing 600 AMPS Circuit Breaker, Meter Stacks, and other accessories	lumpsum	
4	Installation of New incoming / outgoing Circuit Breaker, Meter Stacks, and other accessories	lumpsum	
5	QA/ QC testing of new installation	lumpsum	
6	Inspections of new installation by PBCHA, ECF, & AHJ	lumpsum	
7	Coordination with PBCHA, ECF, & AHJ to schedule & conduct power connection to meter bank # 3	lumpsum	
8	Cost of 10% Bid Bond	lumpsum	
9	Cost of 100% Performance Bond	lumpsum	
10	Cost of 100% Payment Bond	lumpsum	
11	Cost of Penalty Damages / Indemnity Clause	lumpsum	
12	Cost of Closeout Documents	lumpsum	
13	Warranty & Other Overhead Charges	lumpsum	
14	Include an item if necessary	lumpsum	
15	Grand Total	lumpsum	
The owner has the right to reject or deduct any portion or line item of any bid			

Contractor shall specifically indicate the time required to deliver all equipment and materials to Project Site from signing the formal Contract Agreement.

SCHEDULE OF PRICE
(ALL MATERIALS & EQUIPMENT ARE NOT AVAILABLE EX-STOCK)

NO	DESCRIPTION	UNIT	PRICE \$
1	Permit & other governmental fee & charges	lumpsum	
2	Coordination with PBCHA, ECF, & AHJ to schedule & conduct power shutdown to meter bank # 3	lumpsum	
3	Demolition of existing incoming/outgoing 600 AMPS Circuit Breaker, Meter Stacks, and other accessories	lumpsum	
4	Installation of New incoming / outgoing Circuit Breaker, Meter Stacks, and other accessories	lumpsum	
5	QA/ QC testing of new installation	lumpsum	
6	Inspections of new installation by PBCHA, ECF, & AHJ	lumpsum	
7	Coordination with PBCHA, ECF, & AHJ to schedule & conduct power connection to meter bank # 3	lumpsum	
8	Cost of 10% Bid Bond	lumpsum	
9	Cost of 100% Performance Bond	lumpsum	
10	Cost of 100% Payment Bond	lumpsum	
11	Cost of Penalty Damages / Indemnity Clause	lumpsum	
12	Cost of Closeout Documents	lumpsum	
13	Warranty & Other Overhead Charges	lumpsum	
14	Include an item if necessary	lumpsum	
15	Grand Total	lumpsum	
The owner has the right to reject or deduct any portion or line item of any bid			

Contractor shall specifically indicate the time required to deliver all equipment and materials to Project Site from signing the formal Contract Agreement.

All descriptions above, whether stated or not, inadvertently include full scope of project work even if not stated under description column. If the Contractor feels a pertinent scope has failed to be identified, the Contractor shall submit an RFI 5 days prior to the bid submittal date. Prices shall include from initial job start up, to all general conditions, taxes, bonding, insurance, daily clean up and dust control, to complete project close out.

(Extended unit price shall prevail over total gross bid price in case of math errors.)

ALL Bid Line Items are to be figured with the included Contractor's cost of GC, Overhead, Profit, and Bonding in EACH bid line item. (GC/OH/P/B)

If there is an unforeseen change order that has not been identified in any of the above line items, the contractor shall submit back up paperwork showing the scope of work itemization including their GC/P/OH/Bonding cost. The PBCHA will allow up to a 5% Overhead margin, a 5% profit margin, and up to 7% for general conditions. Bonding costs shall be included in the general conditions number.

The Palm Beach County Housing Authority has the right to deduct line items and/or decrease unit quantities as necessary to allow for the project to be in budget. Contractor is to balance their bid with all Permit, General Conditions, Taxes, Overhead, and Profit distributed throughout the line items in a balanced manner.

The above line items will be used as the "schedule of values" for the project for periodic payment applications. See Measurement and Payment Section 01026 for payment application information and submittals.

[Remainder of this page left blank]

9. SITE INSPECTION

I hereby certify that ___ I have ___ I have not inspected the Site's existing conditions at the PBCHA DREXEL SENIOR BUILDING, DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) – BS-2024-004, job site in West Palm Beach, Florida.

Signature

Date

Printed Name

Title

10. Bidder agrees that the Work will be completed (all Applicable Finals and Certificates of Completion received from the Palm Beach County Building Department) with-in 60 calendar days, 30 days of which are for permitting and mobilization. Punch out time and completion documents submittal will be allowed an additional 60 calendar days after that. Bidder accepts the provision of the Agreement as to penalty damages in the amount of \$250.00 per calendar day plus the expenses of the design consultants as stated in the supplementary conditions of the contract in the event of failure to complete the work on time.

Penalty Damages will be charged at \$2,100.00 per day for all calendar days that extend past the allotted time when associated residential units remain without power supply. The allocated time for associated residential units to remain without power supply shall be 4 calendar days.

Penalty Damages can occur at two different time frames. The first-time frame being at the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 61st calendar day. The second time frame being at the 61st calendar day punch list and final completion document submittal.

11. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond (10% of total Bid Price) meeting the requirements of the Contract Documents for \$_____
Payable to Palm Beach County Housing Authority which is to be forfeited if, in the event that this Proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the project manual; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

12. Communications concerning this Bid shall be addressed to the Bidder as indicated below.

13. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____

a.) (If an individual)

Signature of Bidder _____

By _____

Address of Bidder _____

b.) (If a corporation or partnership)

Signature of Bidder _____ Corporate Seal

By _____

Address of Bidder

Incorporated under the laws of the State of _____

c.) Florida General Contractor's Certificate of Competency number: _____

d.) Florida Workman's Compensation Insurance Certificate policy number: _____

[Remainder of this page left blank]

CERTIFICATE
(If partnership)

STATE OF FLORIDA)
) SS
COUNTY OF)
 _____)

I HEREBY CERTIFY that a meeting of the partners of _____, a partnership
under the laws of the State of _____ held on _____, 20__ the
following resolution was duly passed and adopted:

“RESOLVED”, that _____, as _____ of the Partnership, is authorized to execute the Proposal dated _____, 20____, between the Palm Beach County Housing Authority, and this Partnership, and that his execution thereof, attested by the _____ of the Partnership is the official act and deed of this Partnership.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

(Signature)

(Title)

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

Notary Public

My Commission Expires:

CERTIFICATE
(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
 _____)

I HEREBY CERTIFY that a meeting of the board of directors of _____, a corporation under the laws of the State of _____ held on _____, 20____ the following resolution was duly passed and adopted:

“RESOLVED”, that _____, as _____ of the Corporation, is authorized to execute the Proposal dated _____, 20____, between the Palm Beach County Housing Authority, and this Corporation, and that his execution thereof, attested by the _____ of the Partnership is the official act and deed of this Corporation.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature)

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

Notary Public
My Commission Expires:



SECTION “00210”

**BID BOND, PERFORMANCE BOND, & PAYMENT
BOND**

BID BOND, PERFORMANCE BOND & PAYMENT BOND

BID BOND INFORMATION

AIA DOCUMENT A310 - 2010, BID BOND, A SAMPLE COPY IS ATTACHED FOR REFERENCE ONLY, IS AN ACCEPTABLE BID BOND FOR THIS PROJECT. CONTRACTOR TO SUBMIT AN ORIGINAL A310-2010 WITH HIS BID BOND.

THE BID BOND SHALL REMAIN IN EFFECT FOR 90 DAYS PAST THE BID DATE.

SURETY SHALL PROVIDE CONSENT AT TIME OF BID TO HAVE THE BOND EXTENDED PAST THE STATED 60 DAYS IN THE UNEDITED A310-2010 BID DOCUMENT. IF THE CONTRACT IS NOT EXECUTED WITHIN A 30 DAY PERIOD AFTER NOTICE OF INTENT IS GIVEN, DUE TO THE CONTRACTOR'S FAILURE TO EXECUTE SUCH FURTHER CONTRACTUAL DOCUMENTS AND GIVE SUCH BONDS SUCH AS PERFORMANCE AND PAYMENT BONDS, THE HOUSING AUTHORITY HAS THE RIGHT TO CALL FOR THE VALUE OF THE BID BOND AS PAYMENT FOR NOT EXECUTING THE CONTRACT.

THE CONTRACTOR HAS 14 CALENDER DAYS TO SUBMIT THE 100% PERFORMANCE AND 100% PAYMENT BOND, AIA 312-2010, TO THE ENGINEER ONCE THE NOTICE OF INTENT TO HIRE HAS BEEN ISSUED TO THEM.

THIS PROJECT SHALL REQUIRE A 10% BID BOND DUE AT TIME OF BID, AND SHALL BE INCLUDED IN THE BID PACKAGE. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY THE BIDDER.

END OF INSTRUCTIONS FOR BID BOND

The following pages are sample AIA documents for the BID BOND, PERFORMANCE BOND, & PAYMENT BOND which are scheduled to be used on this project.

It is the contractor's responsibility to supply his own original AIA documents for submittal purposes.

DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

<< >>< >>
<< >>

SURETY:

(Name, legal status and principal place of business)

<< >>< >>
<< >>

OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

BOND AMOUNT: \$ << >>

PROJECT:

(Name, location or address, and Project number, if any)

<< >>
<< >>
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

(Title)

« »

(Surety) (Seal)

« »

(Title)



DRAFT AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and Title: « »« »

Address: « »

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: « »« »

Address: « »

DRAFT AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:



None



See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »



SECTION “00215”

**FUTURE PERFORMANCE AND PAYMENT
BONDING LETTER**

FUTURE PERFORMANCE AND PAYMENT BONDING LETTER

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1.) If awarded this contract, the bidding entity is able to supply a 100% performance and 100% payment bond, AIA 312-2010, per the contract documents with-in a 14-calendar daytime period from the date of the "Notice of Intent". If this time frame is not met, the Owner has the right to call in the bid bond from this contractor and dismiss the contractor from the project's consideration.

(2.) **Attached to this certification** is a letter from the prospective surety company also certifying that they are aware of this 14-calendar daytime frame and that they intend to supply the 100% performance and 100% payment bond, AIA312-2010 with-in the 14-calendar daytime period from the "Notice of Intent" for this project with this contractor.

(Signature)

(Printed Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2024 Personally known
_____ OR produced identification.

(Type of identification)

(Signature of Notary Public)

Notary Public – State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public)



SECTION “00218”

SCHEDULE OF SUBCONTRACTORS

SECTION 00218
SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of Subcontract work
1. _____ (company name)	_____ (type of work)		\$ _____
_____ (address)	_____ (telephone #)		
_____ (zip code)	_____ (fed I.D.#)	+ _____ (SAM's #)	
2. _____ (company name)	_____ (type of work)		\$ _____
_____ (address)	_____ (telephone #)		
_____ (zip code)	_____ (fed I.D.#)	+ _____ (SAM's #)	
3. _____ (company name)	_____ (type of work)		\$ _____
_____ (address)	_____ (telephone #)		
_____ (zip code)	_____ (fed I.D.#)	+ _____ (SAM's #)	
4. _____ (company name) (type of work)	_____ (type of work)		\$ _____
_____ (address)	_____ (telephone #)		
_____ (zip code)	_____ (fed I.D.#)	+ _____ (SAM's #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Architect / Engineer for approval prior to that sub-contractor performing any work.



SECTION “00220”

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____ being duly sworn deposes and says that:

(1.) He is _____ or the Bidder that has submitted the attached Bid:

(2.) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3.) Such Bid is genuine and is not a collusive or sham Bid;

(4.) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract or which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Housing Authority (Local Public Agency) or any person interested in the proposed Contract; and

(5.) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Printed Name)

(Title)

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

Personally known _____ OR produced identification _____

(Type of identification)

(Signature of Notary Public)

Notary Public – State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public)



SECTION “00225”

DISCLOSURE OF LOBBYING ACTIVITIES

ANTI-KICKBACK AFFIDAVIT

State of _____

County of _____

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the PUBLIC HOUSING AUTHORITY, any Board Members of the PUBLIC HOUSING AUTHORITY or the PUBLIC HOUSING AUTHORITY'S Consultants as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature _____ Date _____

 Printed Name Title

Subscribed and sworn to before me this _____ day of 20_____.

Personally known _____ OR produced identification

(Type of identification) (Signature of Notary Public)

Notary Public - State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public)



SECTION “00230”

ANTI-KICKBACK AFFIDAVIT

ANTI-KICKBACK AFFIDAVIT

State of _____

County of _____

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the PUBLIC HOUSING AUTHORITY, any Board Members of the PUBLIC HOUSING AUTHORITY or the PUBLIC HOUSING AUTHORITY'S Consultants as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature _____ Date _____

 Printed Name Title

Subscribed and sworn to before me this _____ day of 20_____.

Personally known _____ OR produced identification

(Type of identification) (Signature of Notary Public)

Notary Public - State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public)



SECTION “00235”

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENT**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3.) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Signature

Date

Printed Name

Title



SECTION “00240”

STATEMENT OF CONTRACTOR’S QUALIFICATIONS

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets.

The Contractor may submit any additional information he desires.

1. Name of Contractor.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. List names of any previous corporations within the last 10 years that you have been a part of in terms of being an officer or in terms of being the qualifying license holder for the corporation.
6. Did any of the previous corporations that you were a part of ever default on a project or fail to complete work on a project?
7. Did any of the previous corporations that you were a part of ever file any lawsuits or requested arbitration or was part of a lawsuit or arbitration against you with regard to construction contracts within the last ten years?
8. Has your current corporation that you are a part of ever default on a project or fail to complete work on a project?
9. Have your current corporations that you are a part of ever file any lawsuits or requested arbitration or was part of a lawsuit or arbitration against you with regard to construction contracts within the last ten years?
10. How many years have you been engaged in the contracting business under your present firm or trade name?
11. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
12. Contracts currently underway: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
13. General character of work performed by your company.
14. Have you or your organization ever failed to complete any work awarded you?
15. Have you or your organization ever defaulted on a contract?
16. Are there any judgments, claims, and arbitration proceedings or suits pending or outstanding against your organization or any of its officers?

17. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

18. Has your organization had a lawsuit filed against you with regard to construction in the last 5 years?

19. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

20. List your major equipment available for this contract. (Equipment owned by the company)

21. Experience in construction work similar in importance to this project.

22. Background and experience of the principal members of your organization, including the officers.

23. Credit available: \$_____

24. Give Bank references: _____

25. Give Trade references: _____

26. Name of bonding company and address of agent: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by this Owner or its Consultant in verification of the recitals, comprising this Statement of Contractor's Qualification.

Dated this _____ day of _____, 20 ____.

(Signature)

(Printed Name)

(Title)

State of _____

County of _____

—

_____ being duly sworn deposes and says that he is
(Name)

_____ of _____
(Title) (Company)

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Personally known _____ OR produced identification _____

(Type of identification)

(Signature of Notary Public)

Notary Public – State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public)



SECTION “00242”

CONTRACTOR’S RESPONSIBILITY

CONTRACTOR'S RESPONSIBILITY**1.0 Contractor Responsibility**

A. **General Requirements and Definition.** PHA shall not award any contract until the prospective contractor, i.e., highest qualified responsive bidder, has been determined to be responsible. A responsible bidder must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Have the necessary organization, experience, accounting and operational controls, a technical skills, or the ability to obtain them;
3. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
5. Have a satisfactory performance record and construction experience record;
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

B. Acceptable Evidence of Responsibility

It is incumbent upon bidders to provide acceptable evidence of their ability to meet the requirements in paragraph 1.0.A(1) through 1.0(A)(5). Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources.

Acceptable evidence pertaining to job experience and training will be required for this project. The required experience for this project is proof of a minimum of 10 years of Electrical Contracting on commercial project including electrical power infrastructure of no less than 800 Amps service, and work on HUD Public Housing Projects. Proof shall be submitted in the bid proposal package in form of past client names and telephone numbers where the work has occurred, job addresses where the work has occurred, and dates when the work was performed.

C. Researching Responsibility.

The Contracting Officer will conduct research to determine that a prospective contractor is responsible. The Contracting Officer will be assessing the Offerors experience by contacting the references supplied by the Offeror. The Contracting Officer will verify Contractor evidence for the following items:

1. **Financial Capability.** Obtain financial information and credit bureau reports; require the offeror to provide information on and then verify their lines of credit and account balances with the financial institution officer servicing their account;
2. **Compliance with Delivery and Performance Schedules.** Request information on all other active contracts the offeror is performing and verify their status with those Clients;
3. **Performance and Experience Record.** Require offerors to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable. Inquire of past customers whether or not they would contract with the offeror again and why. Research the offeror's performance history with the PHA or Client;

If the Contracting Officer, based on information received from the above, finds the offeror non-responsible in his judgment, the Contracting Officer can choose to not accept the offeror's bid and may move on to the next lowest bidder.

[REMAINDER OF THIS PAGE IS BLANK]

List past job experience **RELEVANT** to the **DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) – BS-2024-004**; include name of project, scope of work, and date of project, client name and telephone number. Sub-Contractor experience may be listed as well as GC experience. Use additional sheets if necessary.

[illegible]



SECTION “00245”

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

THE BIDDING CONTRACTOR AND THEIR SUBCONTRACTORS SHALL SUBMIT AN INSURANCE FORM FOR PROPOSAL PURPOSES IN THE AMOUNTS LISTED IN SECTION 00400 AND SECTION 00410, PARAGRAPH 36. ONCE THE CONTRACTOR HAS BEEN GIVEN THE NOTICE OF INTENT, ORIGINAL CERTIFICATES OF INSURANCE FROM THE INSURANCE COMPANY MUST BE SUBMITTED SHOWING ALL REQUIRED ADDITIONAL INSURED ENTITIES (The PALM BEACH COUNTY Housing Authority, and the office of E. C. Fennell, Inc.) AND SHOWING ALL REQUIRED AMOUNTS OF INSURANCE.

CERTIFICATES MUST BE SUBMITTED WITHIN A 14 CALENDAR TIME PERIOD STARTING FROM THE DATE OF THE NOTICE OF INTENT TO THE ARCHITECT FROM THE GENERAL CONTRACTOR AND FROM ALL OF HIS SUBCONTRACTORS.



SECTION “00250”

CERTIFICATE OF NONSEGREGATED FACILITIES

CERTIFICATE OF NONSEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.

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

Date: _____, 20_____

(Firm Name)

(Signature)

(Street address)

(Name Printed)

(City, State, Zip)

(Title)



SECTION “00255”

CERTIFICATE OF NON-DISBARMENT

CERTIFICATE OF NON-DISBARMENT

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

(Submit one copy of this sheet for each sub-contractor on the project)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

(Submit one copy of this sheet for each sub-contractor on the project)



SECTION “00258”

PUBLIC ENTITY CRIMES STATEMENT

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the _____ (“Owner”) by _____, (print individual's name and title) for _____ (print name of entity submitting sworn statement) whose business address is _____, in accordance with the _____ (Project).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 2006.

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE OWNER IDENTIFIED IN PARAGRAPH 1 (ONE) AND THAT THIS FORM IS VALID THROUGH PROJECT COMPLETION. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE OWNER OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM DURING THE PROJECT.

(Signature)

STATE OF FLORIDA)
) ss
COUNTY OF)

BEFORE ME the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, this day personally appeared _____ who is personally know to me or produced identification (form of identification produced: _____) to me to be the person described herein and who executed the foregoing instrument, this ____ day of _____, 20____.

Notary Public



SECTION “00260”

SECTION 3 CLAUSE (PBCHA REQUIREMENTS)

SECTION 3 CLAUSE**ADDITIONAL SECTION THREE LETTER SUBMITTAL**

To complete this Section Three Clause, the Contractor is required to submit an additional letter on their letter head explaining what their company (and sub-contractor companies) will do specifically in order to hire Section Three workers. Please explain the steps you would go thru and the commitment to Section Three hiring. IE: Job fairs, etc. HUD is requiring that Section Three workers be on the jobs and the PHA will need to show Section Three involvement.

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to the business concerns which are located in, or owned in substantial part by persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county), as determined by the Secretary, in which the project is located.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CER. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assign. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The undersigned certifies that:

If awarded this contract, the bidding entity will abide by the Section 3 regulations.

(Signature)

(Printed Name)

(Title)

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

Personally known _____ OR produced identification _____

(Type of identification)

(Signature of Notary Public)

Notary Public – State of _____

My Commission expires: _____

(Printed, typed, or stamped commission name of Notary Public)



SECTION “00270”

CERTIFICATION OF LABOR STANDARDS

CERTIFICATION OF LABOR STANDARDS
CONSTRUCTION CONTRACT PROVISIONS

The contractor certifies that he will comply with all Construction Contract Provisions as outlined in Form HUD-4010 (6/2009) Federal Labor Standards found herein. The Provisions include:

- (1) Minimum Wage
- (2) Withholding
- (3) Payrolls and Basic Records
- (4) Apprentices and Trainees
- (5) Compliance with Copland Regulations (29 CFR part 3)
- (6) Subcontracts
- (7) Contract Termination / Debarment
- (8) Compliance with Davis-Bacon and Related Act Requirements
- (9) Disputes concerning labor standards
- (10) Certification of Eligibility
- (11) Complaints, Proceedings, of Testimony by Employees

The contractor further certifies that he will obtain identical certification from proposed Subcontractors prior to the award of Subcontracts exceeding \$2,000.00.

(Signature)

(Printed Name)

(Title)

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

Personally known _____ OR produced identification _____

(Type of identification)

(Signature of Notary Public)

Notary Public – State of _____

My Commission expires: _____

(Printed, typed or stamped commission name of Notary Public) _____



SECTION “00285”

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this ____ day of month _____ in the year 2024 and between _____

() A corporation organized and existing under the laws of the State of Florida _____

() An individual trading as _____

Hereinafter called the “Contractor” and the PALM BEACH COUNTY HOUSING AUTHORITY hereinafter called the “Housing Authority, and or Owner, and or PHA, as stated throughout the contract documents”; WITNESSETH, that the Contractor and the Housing Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1 – STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Project- **DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) – BS – 2024 – 004**

in strict accordance with “The Contract Documents and Specifications” for this project.

Addenda thereto, Numbered:

Addendum #.....date.....

Addendum #.....date.....

Addendum #.....date.....

and the drawings referred to herein, all as prepared by the Engineer, which said Specifications, Addenda and Drawings are incorporated herein be reference and made a part hereof.

It is understood and agreed that said labor, materials, tools, equipment, trash removal, and service shall be furnished and said work performed and completed subject to the approval of the Owner or its authorized representatives.

ARTICLE 2: CONTRACT PRICE

The Housing Authority shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following prices:

The Total Contract amount is: _____ (\$_____.00).

ARTICLE 3: CONTRACT TIME

Contractor agrees that the time is of the essence in the completion of the work within the time required by this contract. The work to be performed under this contract shall be commenced and subject to authorized adjustments, Substantial Completion of Contract MUST be completed by

(Date to be filled in after date of contract signing date is determined)

60 Calendar Days from Notice to Proceed for the entire project plus materials & equipment lead time from the factory to the job site. (30 of which of these days are for shop drawing preparation, mobilizing AND permitting)

Substantial Completion is defined as the signing off of all public agencies and the signing off from the Engineer of the completed construction process. Punch out completion is defined as the signing off by the Engineer and the Owner of any and all punch out items on the punch out list.

PUNCH OUT Completion and project closeout documents shall be achieved no later than:

(Date to be filled in after date of contract signing date is determined)

30 Calendar Days after substantial completion have been achieved. Holidays and Weekends are included in both of these counts.

Contractor accepts the provision of the Agreement as to liquidated / penalty damages in the amount of \$250.00 per calendar day for each time frame. Liquidated / Penalty Damages can occur at two different time frames. The first-time frame commencing at the absences of the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 61st calendar day. The second time frame commencing at the 61st calendar day following substantial completion if the project is not closed out within 60 calendar days. See Liquidated / Penalty Damages clause in section 00410.

Damages will be charged at \$2,100.00 per day for all calendar days that extend past the allotted time when associated residential units remain without power supply. The allocated time for associated residential units to remain without power supply shall be 4 calendar days.

After the Notice to Proceed for Construction is issued, calendar days will start to tally. Failure to complete the work on time will result in liquidated damages as stated above.

The Contractor must have appropriate manpower throughout the Project to do his best to complete the Project on time. Acts of God, Acts of Terrorism, or severe unforeseen conditions (IE: hurricanes) that would delay the Project, will qualify as justified reasons for not completing the Project on Time. It is the Contractor's responsibilities to apply for loss of workdays due to weather on a weekly basis.

ARTICLE 4: CONTRACT DOCUMENTS

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are set out in full; all of which are familiar to the Contractor:

- a. Any modification to this Contract (including any change order) entered after award;
- b. This Agreement;
- c. Performance and Payment Bonds;
- d. Special Conditions;
- e. General Conditions;

- f. Specifications;
- g. Drawings and Project Manual;
- h. Addendum to the Bid documents;
- i. All Bid documents and forms (including the stated requirements therein); and,
- j. Contractor's Bid.

This Agreement, together with the other documents enumerated in this Article 4, which said other documents are fully a part of the Contract as if attached or herein repeated, form the Contract."

In the event that a provision in any component of the Contract conflicts with a provision of any other component part, the provision of the component part first enumerated in the Article 4, shall govern, except as otherwise specifically stated. The various provisions of any Addendum shall be construed in the order of preference of the component part of the Contract which each modifies. Wherever possible, the provisions of all Contract Documents shall be construed in such a matter as to avoid conflicts between provisions of the various documents.

ARTICLE 5: MISCELLANEOUS PROVISIONS

"Indemnification: The Contractor shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat."

"Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision."

"Waiver: The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof in the Contract Documents shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of the Contract Documents shall not be affected by any previous waiver of course or dealing."

ARTICLE 6: PUBLIC ENTITY CRIMES

Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Owner immediately if it becomes aware of any violation of this statute and the Contractor shall provide upon request documentation to Owner whereby each of its Subcontractors certify that they are in compliance with this provision and the provisions of 287.133, Florida Statutes.

ARTICLE 7: § 558.005 CONSTRUCTION DEFECT NOTICE:

Chapter 558, Florida statutes, contains important requirements you must follow before you may bring any legal action for an alleged construction defect. sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

In the event of a claim by Owner relating directly or indirectly to construction defects, the Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written, in 3 counterparts each of which shall for all purposes be deemed an original.

ATTEST:

NAME

(Contractor)

Sign_____

Sign_____

Print Julian Cover
Engineer

Print_____

Title: _____

address

city

ATTEST:

PALM BEACH COUNTY HOUSING AUTHORITY,(Owner)

Sign_____

Sign_____

Print Julian Cover
Engineer

Print_____

Title: _____

Note: Print or type each name under signature on Contract.

CERTIFICATION

I, _____ certify that I am the title of the Corporation named as Contractor herein; that contractor name who signed this Contract on behalf of the Contractor was then title of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is with the scope of its corporate powers.

CORPORATE
SEAL

Sign: _____

Print: _____

Title: _____



SECTION “00300”

INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

FORM OF INSTRUCTION TO BIDDERS

FORM HUD-5369 (10/2002), INSTRUCTION TO BIDDERS FOR CONTRACTS, PUBLIC AND INDIAN HOUSING PROGRAMS, ATTACHED IS HUD FORM 5369 WHICH MUST BE FILLED OUT, SIGNED AND SUBMITTED WITH THE BID PROPOSAL.

END OF INSTRUCTION TO BIDDERS

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 maybe 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 solicitation will be publicly opened and read. The time and place of the opening will be as specified in the solicitation. Bidders and all 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 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/IHA 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 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 PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHAs 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 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 (10%) 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 X mark 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 the 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 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 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 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 organization, group or community, including any Alaska Native village or region 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 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 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, community which is recognized by the Federal Government eligible for services from the Bureau of Indian Affairs and at "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SECTION “00400”

GENERAL CONDITIONS

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

HUD FORM-5370 (1/2014), GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, PUBLIC HOUSING PROGRAMS, ATTACHED, IS THE GENERAL CONDITIONS BETWEEN OWNER AND CONTRACTOR THAT WILL BE RECOGNIZED AND USED FOR THIS PROJECT.

SUPPLEMENTARY CONDITIONS

Refer to Document 00410 for amendments to these General Conditions.

END OF DOCUMENT 00400

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2 25.		Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2 26.		Order of Precedence	9
4.	Other Contracts	3 27.		Payments	9
Construction Requirements					
5.	Preconstruction Conference and Notice to Proceed	3 28.		Contract Modifications	10
6.	Construction Progress Schedule	3 29.		Changes	10
7.	Site Investigation and Conditions Affecting the Work	3 30.		Suspension of Work	11
8.	Differing Site Conditions	3 31.		Disputes	11
9.	Specifications and Drawings for Construction	4 32.		Default	11
10.	As-Built Drawings	4 33.		Liquidated	12
11.	Material and Workmanship	5 34.		Termination of Convenience	12
12.	Permits and Codes	5 35.		Assignment of Contract	12
13.	Health, Safety, and Accident Prevention	5 36.		Insurance	12
		6 37.		Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6 38.		Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6 39.		Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6 40.		Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7 41.		Interest of Members of Congress	15
18.	Clean Air and Water	7 42.		Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7 43.		Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7 44.		Royalties and Patents	15
21.	Use and Possession Prior to	8 45.		Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8 46.		Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8 47.		Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9 48.		Procurement of Recovered	19
	Liens			Materials	

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. 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 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.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within

the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, 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.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
 - (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- () Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



SECTION “00410”

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Portions of Form HUD-5370 has been edited to include the following:

2. (c) Add to the language: The superintendent shall be employed full time, and shall be on site at all times when work is being performed. The superintendent shall oversee the workmanship of all trades involved. The superintendent shall walk the job and create his own punch lists on a periodic basis for all trades prior to calling for the Architect's / Engineer's walk thru for the A/E punch list. The superintendent shall walk with the A/E during the A/E's review of the project. Full on-site supervision of a Florida Contractor or his superintendent acceptable to the Owner is required on this project. A/E and Housing Authority must be able to be in touch with and be able to communicate with, at all times, the Prime Contractor and, or his Field Superintendent.

12. PERMITS AND CODES

Additional clarification of this paragraph (b) is to mean that the Contractor shall fill out and submit the permit applications to the building department. The Contractor shall submit the drawings with the permit application. The Contractor shall pay for the permit. The Contractor shall submit and pay for the Notice of Commencements for the project to the Palm Beach County Clerk's office. The Owner shall assist the Contractor in filling out the Notice of Commencement paperwork, but the Contractor is responsible for initiating and supplying original hard copies of all necessary NOC forms to the PHA. The Contractor shall record the Bond with the PBC Clerk's office and shall submit an original certified copy of the recorded bond back to the PHA (via the A/E of record).

25. CONTRACT AND WARRANTY PERIOD

Contractor agrees that the time is of the essence in the completion of the work within the time required by this contract. The work to be performed under this contract shall be commenced and subject to authorized adjustments, Substantial Completion of Contract MUST be completed by

(Date to be filled in after date of contract signing date is determined)

60 Calendar Days from Notice to Proceed for the entire project plus materials & equipment lead time from the factory to the job site . (30 of which of these days are for shop drawing preparation, mobilizing AND permitting).

Substantial Completion is defined as the signing off of all public agencies and the signing off from the Engineer of the completed construction process. Punch out completion is defined as the signing off by the Engineer and the Owner of any and all punch out items on the punch out list. FINAL payment applications and ALL FINAL paperwork submittal including but not limited to FINAL Releases of Lien and FINAL Consent of Surety is included in this time frame.

PUNCH OUT Completion and FINAL project closeout documents shall be achieved no later than:

(Date to be filled in after date of contract signing date is determined)

30 Calendar Days from the date of the Substantial Completion (This count starts when substantial completion has been achieved) Holidays and Weekends are included in both of these counts.

Penalty Damages can occur at two different time frames. The first-time frame commencing at the absences of the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 61st calendar day. The second time frame commencing at the 61st calendar day following substantial completion if the project is not closed out within 60 calendar days.

Damages will be charged at \$2,100.00 per day for all calendar days that extend past the allotted time when associated residential units remain without power supply. The allocated time for associated residential units to remain without power supply shall be 4 calendar days.

WARRANTY PERIOD STARTS AT THE DATE OF SUBSTANTIAL COMPLETION GIVEN FOR 100% OF THE PROJECT.

After the Notice to Proceed is issued, calendar days will start to tally. Failure to complete the work on time will result in penalty damages as stated in the specifications or agreed herein for each above time frame. Liquidated Damages will be assessed at the applicable rate per day and will be deducted from the amount due at the final payment application.

The Contractor must have appropriate manpower throughout the Project to do his best to complete the Project on time. Acts of God, Acts of Terrorism, or severe unforeseen conditions (IE: hurricanes) that would delay the Project, will qualify as justified reasons for not completing the Project on Time. It is the Contractor's responsibilities to apply for loss of workdays due to weather on a weekly basis.

33. LIQUIDATED / PENALTY DAMAGES (for penalty time periods, delays and expenses)

Paragraph 33, LIQUIDATED DAMAGES, subparagraph (a) of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION shall be added to in the \$ space provided the following statement:

The amount of liquidated / penalty damages shall be at the applicable rate for each calendar day of delay, beyond the time schedule established in the Notice to Proceed, until the work is completed per the given time frame, and the Owner and/or the Engineer give final acceptance. Time is of the essence. See explanation of Liquidated / Penalty Damage charges in **SECTION 00285-2 AGREEMENT** for the time frames involved in this project.

See Liquidated / Penalty Damage clause below:

**This project is governed by GROSS Calendar Days for the project timeline. Workdays within the project's timeline do not include weekends and or Housing Authority holidays. Thus, all work must be completed within the number of stated Calendar Days, but the contractor is not allowed to work on weekends or HA holidays. Please take this into consideration when determining your work schedule. IF Liquidated Damages are assessed, only countable workdays and extended professional fees which occur after the allotted calendar day timeline has expired will be tallied IF Tenants are not affected by the work not being complete. IF Tenants are affected, then the full amount of Calendar Days past the allotted time frame will be assessed. Liquidated Dated damages are a penalty charged by the Owner to the Contractor for the Contractor not meeting their contract deadline. Acceptable change orders with valid reasons may be reviewed for approval that can extend the contract deadline.*

36. INSURANCE

(d) GENERAL PROVISIONS. All insurance and bonds, including Builder's Risk, shall be secured and paid for by the Contractor. All insurance and bonds shall be placed with companies approved by the Owner. It shall be the further obligation of the Contractor to see that subcontractors, suppliers, and anyone directly or indirectly employed by them are fully insured for all risks in the same manner as the Contractor.

(e) BUILDER'S RISK INSURANCE. The Contractor will obtain and pay for Builders Risk insurance (including wind and hale) covering replacement of loss or damage to any part of the project during the course of the work. The payment of the builder's risk deductible is the responsibility of the contractor. The Contractor's tools and equipment, wherever located, and materials stored off-site are not covered by this policy but shall be covered by insurance purchased by the Contractor and/or his subcontractors, and/or suppliers. (See general conditions 36 (b) for Builder's risk).

(f) OTHER INSURANCE. It is expressly understood and agreed that, before work is started, the Contractor shall obtain and maintain the following insurance coverage during the full term of the contract:

(1) A full Worker's Compensation insurance policy subject to the statutory limits of the state of Florida is required for this project. Worker's Compensation insurance shall be issued by a FLORIDA registered insurance office that is allowed to sell FLORIDA workman's compensation insurance. Out of state workman's compensation insurance is not allowed. Florida allowed WC exemption is not allowed to be held by the General Contractor of the project.

(2) Employer's Liability coverage with minimum limits of \$100,000.00.

(3) Commercial General Liability, including Products/Completed Operations, Insurance, Contractual Liability Insurance covering the hold harmless agreement contained in the contract between the named insured and the Owner and Broad Form Property Damage Liability Insurance in an amount not less than \$1,000,000.00 combined single-limits per occurrence for bodily injury and property damage.

(4) Automobile Liability insurance extending to owned, non-owned, and hired automobiles in an amount of not less than \$300,000.00 combined single-limits per occurrence for bodily injury and property damage.

(5) A certificate of insurance shall be issued naming the Owner and the Architect as an Additional Insured for all liability insurance named above and also a Waiver of Subrogation Endorsement to the Worker's Compensation policy in Owner's favor.

(6) In addition to the above requirements, The Asbestos Remediation Contractor (if part of this project) shall carry \$1,000,000.00 of General Liability Insurance, and \$1,000,000.00 of Pollution Liability insurance with specific asbestos language and Statutory Limits of Workers Compensation insurance.

All policies shall be in place with insurance companies having a B + rating or better, as listed in the current edition of A.M. Best's Rating Guide.

ADD the following paragraphs to the GENERAL CONDITIONS OF THE CONTRACT FORCONSTRUCTION

49. N/A (04.17.20)

50. ASSIGNMENT OF THE CONTRACT IS NOT ALLOWED

51. The Owner has the right to approve and disapprove all sub-contractors hired by the main contractor. Within this right the Owner and or Architect has the right to interview sub-contractors to ascertain that they are familiar with the current Davis Bacon wages, that they are aware of the full scope of work of the project, to ascertain that they have visited the site, and to ascertain that they have the experience and the manpower to complete their portions of the project, and to confirm that they have not default on any pervious projects. Based on the Owner and or Architect's findings, the Owner and or Architect may approve or disapprove the sub-contractor on the project.

52. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the agreed to Contract Price or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under § 768.28, Fla. Stat., that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Owner. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

53. The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

54. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor, nor shall the Contract Documents or any provision thereon be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

55. The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an independent contractor, and not an employee, agent, or servant of the Owner.

56. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after final completion. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

57. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

58. This Agreement shall not become binding and effective until approved and executed by the Owner.

59. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

60. If any legal action or other proceeding is brought for the enforcement of this Agreement or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS.

61. The parties agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

62. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

63. § 558.005 construction defect notice:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

In the event of a claim by Owner relating directly or indirectly to construction defects, the Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

64. N/A (04.17.20)

65. N/A (04.17.20)

66. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ...(the procurement office of the Public Housing Authority)...

67. SITE SAFETY NOTE

The General Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. E. C. Fennell, Inc. and its Professionals, Consultants, Inspectors, and Employees, are not responsible for the means and methods of construction or for related safety programs.



SECTION “00425”

**WAGE RATES, PAYROLL FORMS, PAYROOL
INSTRUCTIONS**

WAGE RATES, PAYROLL FORMS, PAYROLL INSTRUCTIONS

THE FOLLOWING PAGES ARE THE CURRENT DAVIS BACON WAGE RATES WITH INSTRUCTIONS, AND THE PAYROLL FORMS WITH INSTRUCTIONS, THE STATEMENT OF COMPLIANCE, AND THE FEDERAL LABOR STANDARDS PROVISIONS.

Superseded General Decision Number: FL20230079

State: Florida

Construction Type: Residential

County: Palm Beach County in Florida.

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 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 2024.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 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 2024.

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>.

ELEC0728-002 09/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 37.40	14.27

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-024 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 27.00	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-002 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 27.75	15.27

LAB01652-003 05/01/2018

	Rates	Fringes
LABORERS		
Plaster Tender.....	\$ 22.05	7.27

* PAIN0452-008 06/01/2021

	Rates	Fringes
PAINTER, Includes Brush, Roller and Spray.....	\$ 16.21 **	11.93

* SFFL0821-003 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.03	22.71

SHEE0032-008 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 29.10	14.68

* SUFL2009-118 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging.....	\$ 14.45 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 19.22	0.00
DRYWALL HANGER.....	\$ 15.69 **	0.00
FENCE ERECTOR.....	\$ 15.67 **	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 13.75 **	0.00
LABORER: Common or General.....	\$ 9.30 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Bulldozer.....	\$ 13.67 **	0.00
OPERATOR: Distributor.....	\$ 11.41 **	0.00
OPERATOR: Excavator.....	\$ 13.50 **	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 16.48 **	0.00
OPERATOR: Roller.....	\$ 10.58 **	0.00
OPERATOR: Screed.....	\$ 10.93 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PLUMBER.....	\$ 25.00	1.17
ROOFER, Includes Built Up,		

Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 14.50 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
TILE SETTER.....	\$ 16.65 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

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 (\$17.20) or 13658 (\$12.90). 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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

NOTE!

THESE WAGE RATES WILL REMAIN IN AFFECT DURING THE BID PROCESS UNLESS THE RATES CHANGE PRIOR TO THE ADVERTISED BID DATE. IF A CHANGE OCCURS, THE NEW RATES WILL BE ISSUED THRU AN ADDENDUM. ONCE THE BIDS ARE DUE, THE RATES WILL BE LOCKED IN FOR 90 DAYS UNTIL A CONTRACT IS SIGNED.

[Remainder of this page left blank]

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							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
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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 it 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 Stat. 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.

Instructions For Completing Payroll Form, WH-347 OMB Control No. 1235-0008

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

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) requires 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.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to

the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision.

Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, 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 of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SECTION “00430”

NOTICE TO EMPLOYEES

NOTICE TO ALL EMPLOYEES

NOTICE TO EMPLOYEES

THE FOLLOWING ATTACHED “NOTICE TO ALL EMPLOYEES” WH PUBLICATION 1321 (04/2009) MUST BE POSTED IN A CONSPICUOUS LOCATION SO THAT ALL EMPLOYEES CAN SEE. THIS WH 1321 PUBLICATION MUST BE POSTED IN BOTH ENGLISH AND SPANISH VERSIONS.

END OF NOTICE TO EMPLOYEES

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV



SECTION “00860”

DRAWING LIST & DRAWINGS

DRAWING LIST

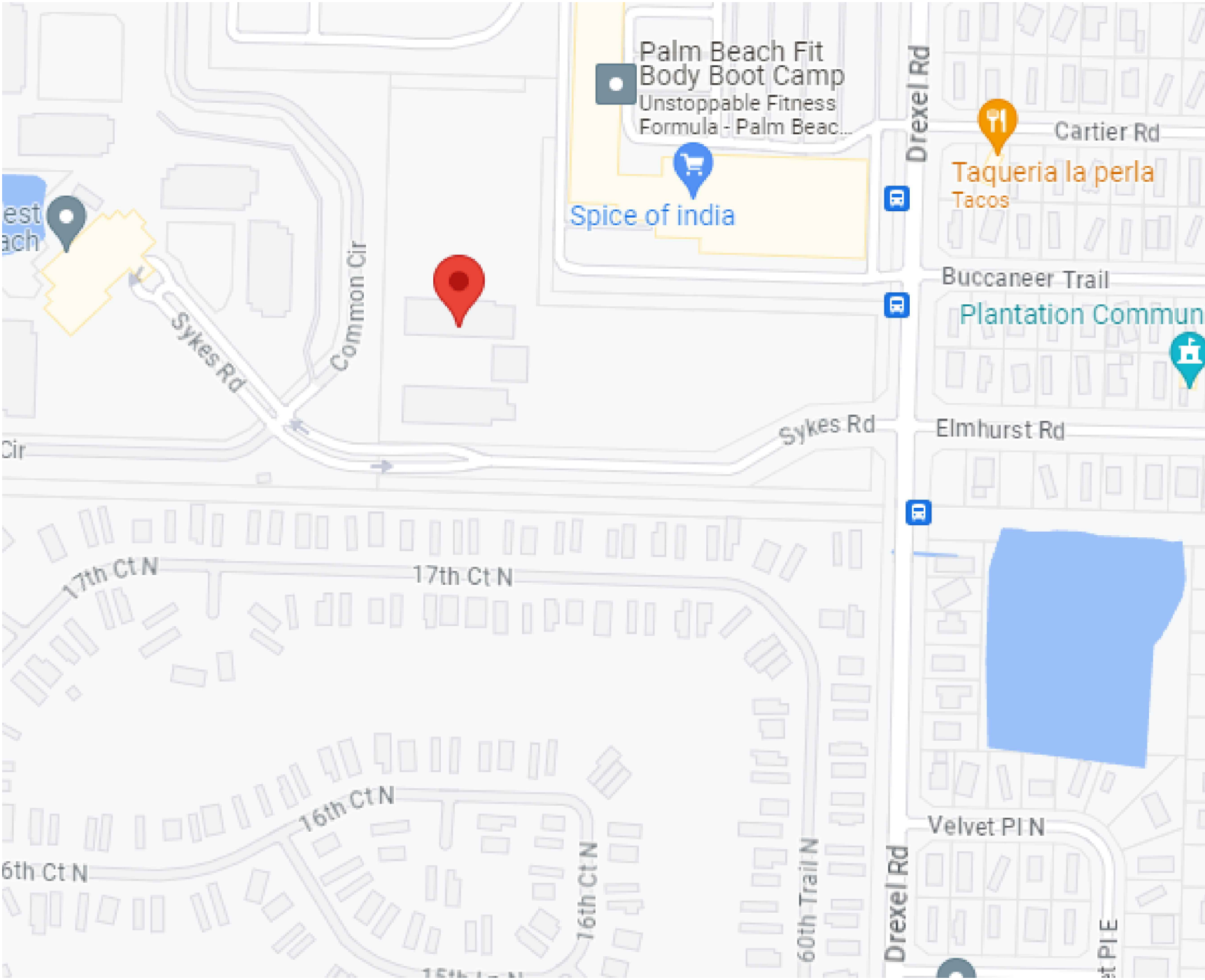
<u>DRAWING NAME</u>	<u>DATE</u>	<u>PROJECT NUMBER</u>
G – 0 ELECTRICAL TITLE SHEET	02/06/2024	BS – 2024 - 004
E – 1 ELECTRICAL NOTES	02/06/2024	BS – 2024 - 004
E – 2 ELECTRICAL PLAN	02/06/2024	BS – 2024 - 004
E – 3 ELECTRICAL RISER DIAGRAM	02/06/2024	BS – 2024 - 004
E – 4 ELECTRICAL PANEL SCHEDULE	02/06/2024	BS – 2024 - 004

THE ABOVE LISTED DRAWINGS ARE ATTACHED

DREXEL METER STACK AND CIRCUIT REPLACEMENT - BS2024-004

ELECTRICAL SHEET INDEX

SHEET #	SHEET DESCRIPTION
G - 0	ELECTRICAL - TITLE SHEET
E - 1	ELECTRICAL - NOTES, ABBREVIATIONS, & LEGEND
E - 2	ELECTRICAL - PLAN
E - 3	ELECTRICAL - RISER DIAGRAM
E - 4	ELECTRICAL - PANEL SCHEDULE



 SITE LOCATION MAP
SCALE: NTS

SCOPE OF WORK

- REPLACEMENT OF METER STACKS ARRANGED IN 3 STACKS OF 5, 5 & 4 METERS RESPECTIVELY AS PER PROJECT PLANS & SPECIFICATIONS - METER BANK # 3, SOUTH TOWER ELECTRICAL ROOM.
- REPLACEMENT OF MAIN CIRCUIT BREAKER - 600 AMPS, 203/3/60
- ALL SALVAGE EQUIPMENT & MATERIAL SHALL BE HANDED OVER TO THE PBCHA.

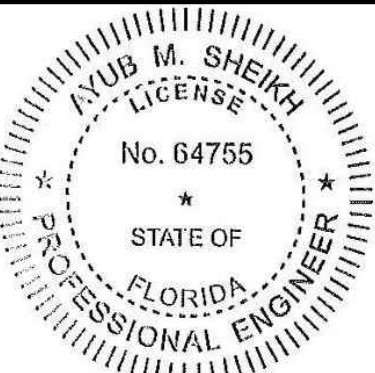
#	ISSUE	DATE
01	BID SET	2/06/24



**ENGINEERING
CONSULTANTS**

4401 Beacon Circle
West Palm Beach, FL
Phone: 561-471-4029

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AYUB M. SHEIKH PE
XXXXXXXXXX

DATE: 11/22/2023	SCALE: PER PLAN	PROJECT NO.: BS - 2024 - 004	DRAWN BY: RYV CHECKED BY: MA
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PALM BEACH COUNTY HOUSING AUTHORITY
ELDERLY HOUSING : 100 UNITS
1745 DREXEL ROAD, WEST PALM BEACH, FL-33417
REPLACEMENT OF 14 METERS - SOUTH TOWER
ELECTRICAL : PROJECT TITLE SHEET

RE-BID SET
NOT FOR CONSTRUCTION

ELECTRICAL NOTES

1. THE WORK SHALL COMPLY WITH THE LATEST APPLICABLE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, FLORIDA BUILDING CODE, OSHA REQUIREMENTS AND ALL OTHER LOCAL CODES AND ORDINANCES GOVERNING THIS INSTALLATION, AS A MINIMUM STANDARD, UNLESS SPECIFICATIONS LISTED HEREIN OR SHOWN ON PLANS REQUIRE A HIGHER STANDARD.
2. THE WORK INCLUDED CONSISTS OF ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, FACILITIES AND INSTALLATION REQUIRED FOR THE COMPLETE, SATISFACTORY AND APPROVED ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS AND CALLED FOR IN THESE SPECIFICATIONS. THE ENTIRE INSTALLATION SHALL BE PERFORMED IN A FIRST-CLASS WORK MANNER. THE CONTRACTOR SHALL TOUCH-UP OR REFINISH THE FACTORY FINISH OF EQUIPMENT MARRED DURING SHIPMENT OR INSTALLATION.
3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND ANY APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, THE CONTRACTOR SHALL NOTIFY THE OWNER OR HIS REPRESENTATIVE AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM, AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL THE OWNER HAS DIRECTED THE CORRECTIVE ACTION TO BE TAKEN.
4. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS OF OTHER DISCIPLINES AND RELATED TRADES IN ADDITION TO THE ELECTRICAL. SUCH INFORMATION SHALL BE CONSIDERED PART OF THE ELECTRICAL CONTRACT DOCUMENTS. COORDINATION OF PROPOSED LOCATIONS AND REQUIREMENTS OF ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE DONE PRIOR TO SUBMITTING THE BID OR STARTING INSTALLATION.
5. NOT USED.
6. CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES FOR SERVICE REQUIREMENTS AND REFER TO SERVICE STANDARDS AS DOCUMENTED BY UTILITY COMPANIES FOR SCOPE. ALL SERVICE INTERRUPTIONS SHALL BE SCHEDULED WITH THE AUTHORIZED REPRESENTATIVE OF THE LANDLORD. ALL REMOVAL AND DISPOSAL WORK SHALL BE COORDINATED WITH THE AUTHORIZED REPRESENTATIVE OF THE LANDLORD.
7. THE EXISTING DRAWINGS SHALL TAKE PRECEDENCE OVER THE ELECTRICAL DRAWINGS WITH REFERENCE TO BUILDING/SITE CONSTRUCTION AND DIMENSIONS. THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC BUT ARE TO BE FOLLOWED AS CLOSELY AS THE ACTUAL CONSTRUCTION OF THE BUILDING AND THE WORK OF OTHER TRADES WILL PERMIT.
8. VALUE ENGINEERING AND ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY/EXPENSE.
9. MATERIALS: THE MATERIALS AND EQUIPMENT FURNISHED SHALL BE AS INDICATED ON THE DRAWINGS; SUBSTITUTIONS SHALL NOT BE MADE EXCEPT WHERE EXPRESSLY APPROVED BY THE OWNER OR HIS REPRESENTATIVE PRIOR TO STARTING INSTALLATION OF THE ITEMS. THE ELECTRICAL MATERIALS AND EQUIPMENT FURNISHED SHALL BE LISTED OR LABELED BY UNDERWRITERS LABORATORIES OR OTHER RECOGNIZED TESTING ORGANIZATION, AND SHALL BE ACCEPTABLE TO THE LOCAL BUILDING AUTHORITY. SUBMIT SHOP DRAWINGS.
10. GROUNDING: GROUNDING SHALL BE IN ACCORDANCE WITH ARTICLE 250, NEC. PROVIDE GROUND WIRES IN ALL CONDUITS UNLESS OTHERWISE NOTED.
11. CONDUITS: ELECTRICAL METALLIC TUBING (EMT) SHALL BE INSTALLED ONLY IN DRY LOCATIONS, IN CONCRETE ABOVE GRADE, AND WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
12. ALL EXPOSED CONDUITS SHALL BE RUN AS NEAT AND INCONSPICUOUS AS POSSIBLE AND PAINTED TO MATCH COLOR OF SURROUNDINGS.
13. ALL EMPTY CONDUITS SHALL HAVE PULLSTRING, BOTH ENDS CAPPED, LABELED WITH DESCRIPTION OF INTENDED FUTURE USE, AND BE STUBBED 6" OUT FROM WALLS/CEILING/FLOORS, UNLESS INDICATED OTHERWISE.
14. FLEXIBLE CONDUITS SHALL BE USED FOR CONNECTION TO ALL VIBRATING EQUIPMENT SUCH AS MOTORS, LIGHTING FIXTURES, ETC. FLEXIBLE CONDUIT SHALL HAVE ALUMINUM ARMOR & INTERNAL GROUND STRAP IN ADDITION TO EQUIPMENT GROUND. USE "LIQUID TIGHT" WHEN EXPOSED TO WEATHER.
15. CONDUCTORS SIZE #8 AND LARGER SHALL BE TYPE THWN STRANDED, COPPER. CONDUCTORS SIZE #10 AND SMALLER SHALL BE COPPER, TYPE THHN SOLID, UNLESS NOTED OTHERWISE. CONDUCTORS SHALL CONSIST OF 98% CONDUCTIVITY COPPER AS INDICATED. SIZES ARE AWG. ALL CONDUCTORS SHALL BE RUN IN CONDUIT EXCEPT AS NOTED ON PLANS.
16. NOT USED.
17. CONDUCTORS SHALL BE JOINED USING COMPRESSION SPLICES, EXCEPT THAT CONDUCTORS #10 AND SMALLER MAY BE JOINED USING WIRE NUT TYPE CONNECTORS. CONDUCTORS SHALL BE TERMINATED USING COMPRESSION SPLICES USED ON CONDUCTORS #10 AWG. AND USING 3M #33+ OR #88 PLASTIC TAPE. SPLICES IN WET LOCATIONS SHALL BE INSULATED WITH ELECTRICAL TAPE AND ENCAPSULATED WITH SCOTCH CAST OR EQUAL POTTING COMPOUND.
18. LOW VOLTAGE CONDUCTORS RUN THROUGH THE RETURN AIR PLENUM SHALL BE PLENUM RATED.
19. CONTRACTOR SHALL VERIFY LENGTH OF ALL CONDUCTOR RUNS AND INCREASE WIRE SIZE AS REQUIRED SUCH THAT VOLTAGE DROP DOES NOT EXCEED 3% FOR BRANCH CIRCUITS AND 2% FOR FEEDERS. ADVISE ENGINEER AS REQUIRED.
20. RECEPTACLES SHALL BE 15/20A, 120V AS, 2 POLE, 3 WIRE SINGLE OR DUPLEX GROUND TYPE EXCEPT WHERE SPECIFIC PURPOSE, LOCKING OR HIGHER RATED RECEPTACLES ARE SHOWN ON THE DRAWINGS.
21. WALL SWITCHES SHALL BE OF THE TOTALLY ENCLOSED TUMBLER TYPE WITH BODIES OF PHENOLIC COMPOUND. HANDLES SHALL BE WHITE COLORED.
22. PROVIDE AND INSTALL JUNCTION AND PULL BOXES WHERE INDICATED AND WHERE NECESSARY TO TERMINATE, TAP OFF, OR REDIRECT MULTIPLE CONDUIT RUNS, OF SIZE INDICATED OR AS REQUIRED BY NEC. WHERE FEEDER SPLICES ARE TO BE MADE, INSTALL BOXES LARGE ENOUGH TO PROVIDE AMPLE WORK SPACE.
23. NOT USED.
24. CONTRACTOR SHALL VISIT THE SITE AND DETERMINE THE EXTENT OF REVISIONS TO EXISTING EQUIPMENT AND WIRING TO ACCOMMODATE CHANGES AND ADDITIONS. ALL THE NECESSARY REROUTING AND/OR REMOVAL OF EXISTING EQUIPMENT, WIRING ETC., SHALL BE INCLUDED IN THE SCOPE OF WORK. CONTRACTOR SHALL REMOVE ALL EXISTING EQUIPMENT AND MATERIALS THAT WILL NOT BE REUSED IN CONSTRUCTION INCLUDING PIPES, CONDUITS, WIRES, TELEPHONE LINES, COMPUTER CABLE OR WIRING THAT PASSED THROUGH THE SITE OF THIS CONSTRUCTION AND RELOCATE THOSE THAT SERVE SYSTEMS TO REMAIN.
25. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY POWER AND CONTROL WIRING FOR ALL MECHANICAL EQUIPMENT. STARTERS REQUIRED FOR MECHANICAL EQUIPMENT SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
26. PANEL DIRECTORIES SHALL BE TYPED ACCURATELY TO SHOW AS BUILT CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY BALANCING ALL BRANCH CIRCUITS BETWEEN THE PHASES OF THE SYSTEM REGARDLESS OF CIRCUITING INDICATED. ELECTRICAL PANELS SHALL BE CONSTRUCTED WITH COPPER MAIN BUSES AND TERMINALS.
27. TESTS: AFTER EACH SYSTEM HAS BEEN COMPLETED, A FUNCTIONAL TEST SHALL BE PERFORMED TO DEMONSTRATE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWINGS. THE TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER OR HIS REPRESENTATIVE. ALL WORK SHALL BE GUARANTEED FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE. AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL RUBBISH CAUSED BY HIS WORK AND SHALL THOROUGHLY CLEAN ALL ELECTRICAL EQUIPMENT.
28. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS (AS-BUILTS) OF THE ACTUAL INSTALLATION AS WELL AS OPERATING AND MAINTENANCE MANUALS TO THE OWNER UPON PROJECT COMPLETION.
29. THESE ELECTRICAL NOTES ARE GENERAL IN NATURE AND ALL OR SOME OF THEM MAY NOT BE APPLICABLE FOR THE PROJECT.

ELECTRICAL SYMBOL LEGEND

	20A, 120V, SINGLE POLE LIGHT SWITCH. MOUNT CENTER AT 48" AFF.
	20A, 120V, THREE-WAY SWITCH. MOUNT CENTER AT 48" AFF.
	20A, 120V, FOUR-WAY SWITCH. MOUNT CENTER AT 48" AFF.
	20A, 120V, SINGLE POLE LIGHT SWITCH WITH DIMMER. MOUNT CENTER AT 48" AFF.
	20A, 120V, SINGLE POLE DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH. MOUNT CENTER AT 48" AFF.
	CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR. PROVIDE
	SINGLE POLE MOTOR RATED SWITCH. MOUNT ADJACENT TO EQUIPMENT TO BE CONTROLLED. VERIFY AMPACITY WITH EQUIPMENT NAMEPLATE.
	20A, 120V, SINGLE RECEPTACLE. WALL MOUNT CENTER AT 18" AFF.
	20A, 120V, DUPLEX RECEPTACLE. WALL MOUNT CENTER AT 18" AFF.
	20A, 120V, DUPLEX RECEPTACLE. WALL MOUNT CENTER AT 4" ABOVE COUNTER, COORDINATE WITH MILLWORK.
	20A, 120V, DUPLEX RECEPTACLE. RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	20A, 120V, DUPLEX RECEPTACLE. RECESS CEILING MOUNTED.
	20A, 120V, QUADRUPLX RECEPTACLE. MOUNT CENTER AT 18" AFF.
	20A, 120V, QUADRUPLX RECEPTACLE. RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	20A, 120V, QUADRUPLX RECEPTACLE. RECESS CEILING MOUNTED.
	SPECIAL PURPOSE RECEPTACLE. VERIFY EXACT TYPE WITH CONTRACTOR/ EQUIPMENT NAMEPLATE.
	JUNCTION BOX
	SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
	DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
	FLOOR POKE THRU FOR POWER (CONNECTION TO MODULAR FURNITURE SYSTEM).
	FLOOR POKE THRU FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
	POWER CONNECTION FOR PROJECTION SCREEN. PROVIDE WITH 3-POSITION SWITCH. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.
	POWER CONNECTION FOR TANKLESS WATER HEATER. PROVIDE WITH LOCKABLE TYPE CIRCUIT BREAKER IN PANEL.
	30A/2P MAINTENANCE DISCONNECT FOR TANKLESS WATER HEATER. COORDINATE EXACT MOUNTING AND LOCATION WITH MILLWORK FOR CONCEALEMENT WHERE POSSIBLE.
	ELECTRICAL PANEL
	TRANSFORMER
	FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
	FUSIBLE DISCONNECT SWITCH TYPE COMBINATION MOTOR STARTER A = POLES, B= NEMA SIZE, C= FUSE RATING
	TWO POLE MOTOR RATED SWITCH. MOUNT ADJACENT TO EQUIPMENT TO BE CONTROLLED. VERIFY AMPACITY WITH EQUIPMENT NAMEPLATE.
	EQUIPMENT FACTORY MOUNTED DISCONNECT.
	EMERGENCY POWER OFF SWITCH
	TELEPHONE OUTLET. WALL MOUNT AT 18" AFF. PROVIDE 3/4" CONDUIT WITH PULLSTRING TO 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	TELEPHONE OUTLET. WALL MOUNT CENTER AT 4" ABOVE COUNTER, COORDINATE WITH MILLWORK. PROVIDE 3/4" CONDUIT WITH PULLSTRING TO 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	TELEPHONE OUTLET. WALL MOUNT CENTER AT 4" ABOVE COUNTER, COORDINATE WITH MILLWORK. PROVIDE s" CONDUIT WITH PULLSTRING TO 6" ABOVE CEILING.
	DATA OUTLET. WALL MOUNT AT 18" AFF. PROVIDE s" CONDUIT WITH PULLSTRING TO 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	TELEPHONE/DATA OUTLET. WALL MOUNT AT 18" AFF. PROVIDE s" CONDUIT WITH PULLSTRING TO 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	TELEPHONE/DATA OUTLET. RECESS FLOOR MOUNTED. PROVIDE 3/4" CONDUIT WITH PULLSTRING TO NEAREST WALL AND THEN 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	TELEPHONE/DATA OUTLET. RECESS CEILING MOUNTED. PROVIDE 3/4" CONDUIT TO 6" ABOVE CEILING. USE 1" CONDUIT FOR THOSE DENOTED WITH A "2".
	WIRELESS ROUTER FOR DATA SYSTEM ABOVE CEILING UTILIZING POWER OVER ETHERNET. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.
	MICROPHONE CONNECTION FOR CLASSROOM SYSTEM FURNITURE. RUN 1/2" EMPTY CONDUIT TO 6" ABOVE CEILING. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.
	CONNECTION FOR TELEVISION. MOUNT ADJACENT TO POWER CONNECTION INDICATED ON PLAN. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.

ELECTRICAL SYMBOL LEGEND

	AUDIO/VISUAL CONNECTION. PROVIDE 2" EMPTY CONDUIT. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.
	AUDIO/VISUAL CONNECTION FOR MONITOR. MOUNT CENTERED ON WALL AT 55" AFF. RECESS CEILING MOUNT WHERE INDICATED ON PLAN WITH SUBSCRIPT "C". PROVIDE 2" EMPTY CONDUIT. COORDINATE EXACT REQUIREMENTS WITH CONTRACTOR.
	CARD READER. PROVIDE J-BOX AT 48" ABOVE FINISHED FLOOR WITH 3/4" CONDUIT TERMINATING 3" ABOVE CEILING WITH PULL STRING.
	GROUNDING ELECTRODE & CONDUCTOR SYSTEM
	TELEPHONE WOOD BACKBOARD
AFF	ABOVE FINISHED FLOOR
UNO	UNLESS NOTED OTHERWISE
WP	WEATHER PROOF. INCLUDES WEATHER RESISTANT TYPE FOR RECEPTACLES.
GFI	GROUND FAULT CIRCUIT INTERRUPTER
OC	ON CENTER

THESE ELECTRICAL NOTES ARE GENERAL IN NATURE AND ALL OR SOME OF THEM MAY NOT BE APPLICABLE FOR THE PROJECT.

CLIENT'S MANDATORY REQUIREMENTS

1. ALL WORKS SHALL BE PERFORMED BY A REPUTABLE LICENSED ELECTRICAL CONTRACTOR HAVING NO LESS THAN 20 YEARS EXPERIENCE IN ELECTRICAL INSTALLATIONS OF SIMILAR NATURE.
2. CONTRACTOR MUST BE INSURED AND SHALL PROVIDE CERTIFICATE OF INSURANCE.
3. ALL BIDDING CONTRACTORS SHALL ATTEND A MANDATORY SITE WALK BEFORE BIDDING. DATE OF MANDATORY SITE WALK SHALL BE NOTIFIED BY PBCHA IN DUE COURSE OF TIME.
4. CONTRACTOR SHALL COORDINATE WITH CLIENT (PBCHA) AND FP&L TO PLAN A SHUTDOWN FOR REPLACEMENT OF INSTALLATION.
5. SHUTDOWN SHALL TAKE PLACE FOR AN AGREED DURATION OF TIME IN COORDINATION WITH CLIENT (PBCHA) AND FP&L.
6. CONTRACTOR SHALL PLAN HIS WORKS AHEAD OF TIME BEFORE AGREED SHUTDOWN DATE AND TIME. ALL EQUIPMENT, MATERIALS, TOOLS, LABOR AND SKILLED TECHNICIANS SHALL BE ARRANGED BEFORE TIME TO COMPLETE THE WORKS WITHIN THE AGREED TIME FRAME.
7. CONTRACTOR SHALL NOTIFY FP&L IN A TIMELY MANNER TO INSPECT INSTALLATIONS AND TURN THE POWER BACK ON TO THE NEWLY COMPLETED INSTALLATIONS.
8. CONTRACTOR SHALL NOTIFY CLIENT (PBCHA) IN CONSULTATION WITH FP&L ABOUT THE SHORT DURATION POWER SHUTDOWNS REQUIRED TO DISCONNECT POWER FEEDER TO METER BANK # 3 FROM THE TRANSFORMER. ALSO TO CONNECT THE POWER FEEDER TO METER BANK # 3 FROM TRANSFORMER UPON SUCCESSFUL COMPLETION AND INSPECTIONS OF WORKS.
9. SUCCESSFUL CONTRACTOR SHALL SUBMIT A PERFORMANCE BOND TO THE CLIENT (PBCHA).
10. SUCCESSFUL CONTRACTOR MUST AGREE TO THE INDEMNITY CLAUSE OF THE AGREEMENT BETWEEN THE CONTRACTOR AND CLIENT (PBCHA).
11. INDEMNITY CLAUSE MAY INCLUDE PAYMENT OF AN AGREED AMOUNT IF CONTRACTOR FAILS TO COMPLETE THE WORKS WITHIN STIPULATED PERIOD OF TIME.
12. CONTRACT SHALL DEEM COMPLETED ONCE THE POWER IS RESTORED TO METER BANK # 3 UPON COMPLETION AND INSPECTION OF INSTALLATIONS.

PROPOSED METHODOLOGY

1. POWER FEEDERS TO METER BANK # 3 SHALL BE DISCONNECTED FROM TRANSFORMER BY FP&L AND SHALL REMAIN DISCONNECTED UNTIL THE WORKS ARE COMPLETED AND INSPECTED.
2. FP& L SHALL CONNECT THE POWER FEEDERS TO METER BANK # 3 UPON COMPLETION AND INSPECTION OF INSTALLATION.
3. POWER SHUTDOWN TO METER BANK # 3 SHALL BE AS MINIMAL AS POSSIBLE AND SHALL BE MUTUALLY AGREED UPON WITH CLIENT (PBCHA) IN COORDINATION WITH FP&L.

#	ISSUE	DATE
01	BID SET	2/06/24



ENGINEERING
CONSULTANTS

4401 Beacon Circle
West Palm Beach, FL
Phone: 561-471-4029

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DATE: 1/12/2023	SCALE: PER PLAN	PROJECT NO.: BS - 2024 - 004	DRAWN BY: RVV CHECKED BY: MA
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PALM BEACH COUNTY HOUSING AUTHORITY
ELDERLY HOUSING : 100 UNITS
1745 DREXEL ROAD, WEST PALM BEACH, FL-33417
REPLACEMENT OF 14 METERS - SOUTH TOWER
ELECTRICAL : NOTES, ABBREVIATIONS, & LEGEND

SHEET

E - 1

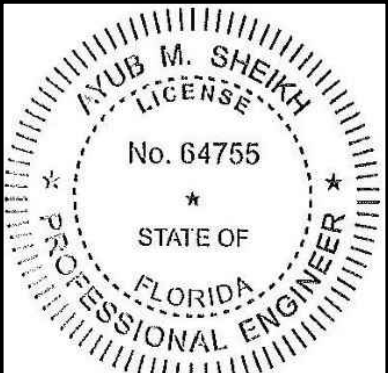
2 OF 5 SHEET

#	ISSUE	DATE
01	BID SET	2/06/24



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DATE: 11/22/2023	SCALE: PER PLAN	PROJECT NO: BS - 2024 - 004	DRAWN BY: RYV CHECKED BY: MA
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PALM BEACH COUNTY HOUSING AUTHORITY
ELDERLY HOUSING : 100 UNITS
1745 DREXEL ROAD, WEST PALM BEACH, FL-33417
REPLACEMENT OF 14 METERS - SOUTH TOWER
ELECTRICAL : FLOOR PLAN

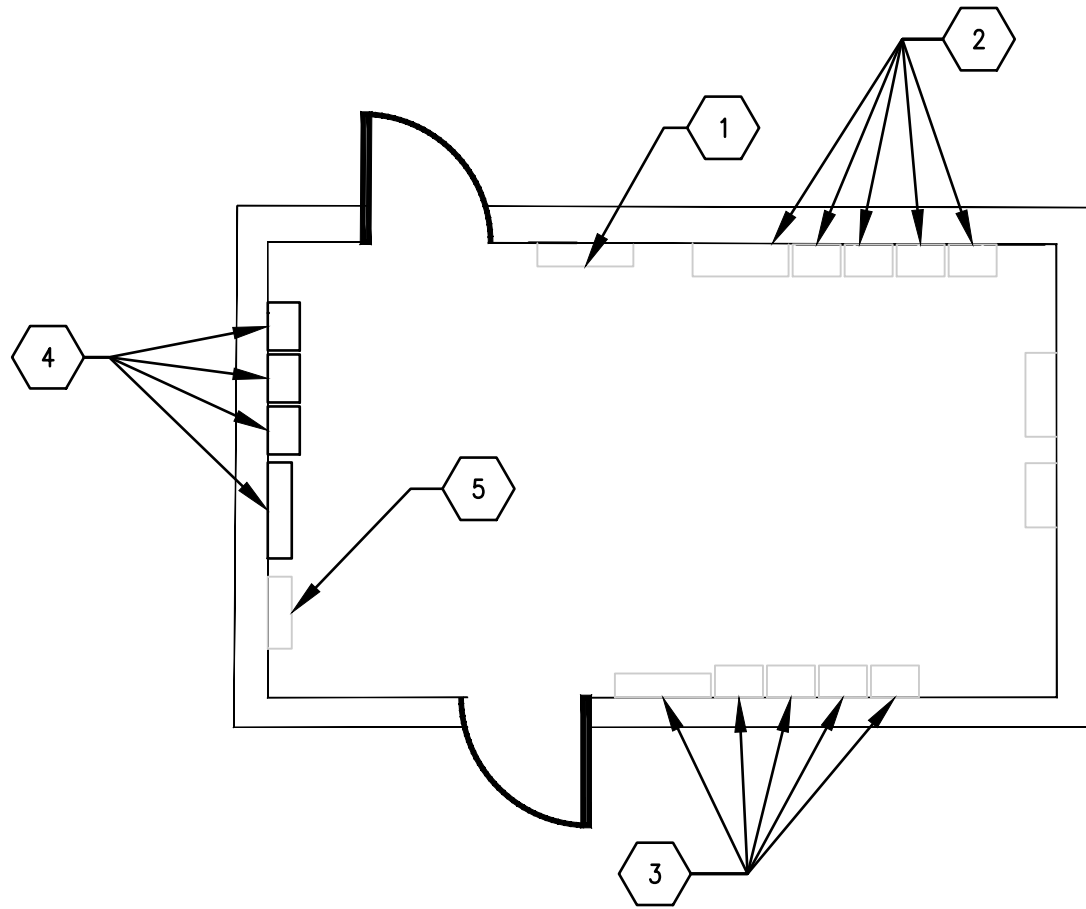
SHEET NOTES


- a. ITEMS SHOWN IN LIGHT LINE WEIGHTS ARE EXISTING TO REMAIN.
- b. ITEMS SHOWN IN HEAVY LIGHT WEIGHTS ARE EITHER NEW OR EXISTING TO BE DEMOLISHED OR REMOVED.
- c. CONTRACTOR SHALL RAISE REQUEST FOR INFORMATION (RFI) IN CASE ON ANY DISCREPANCY OR MORE INFORMATION / CLARIFICATIONS.

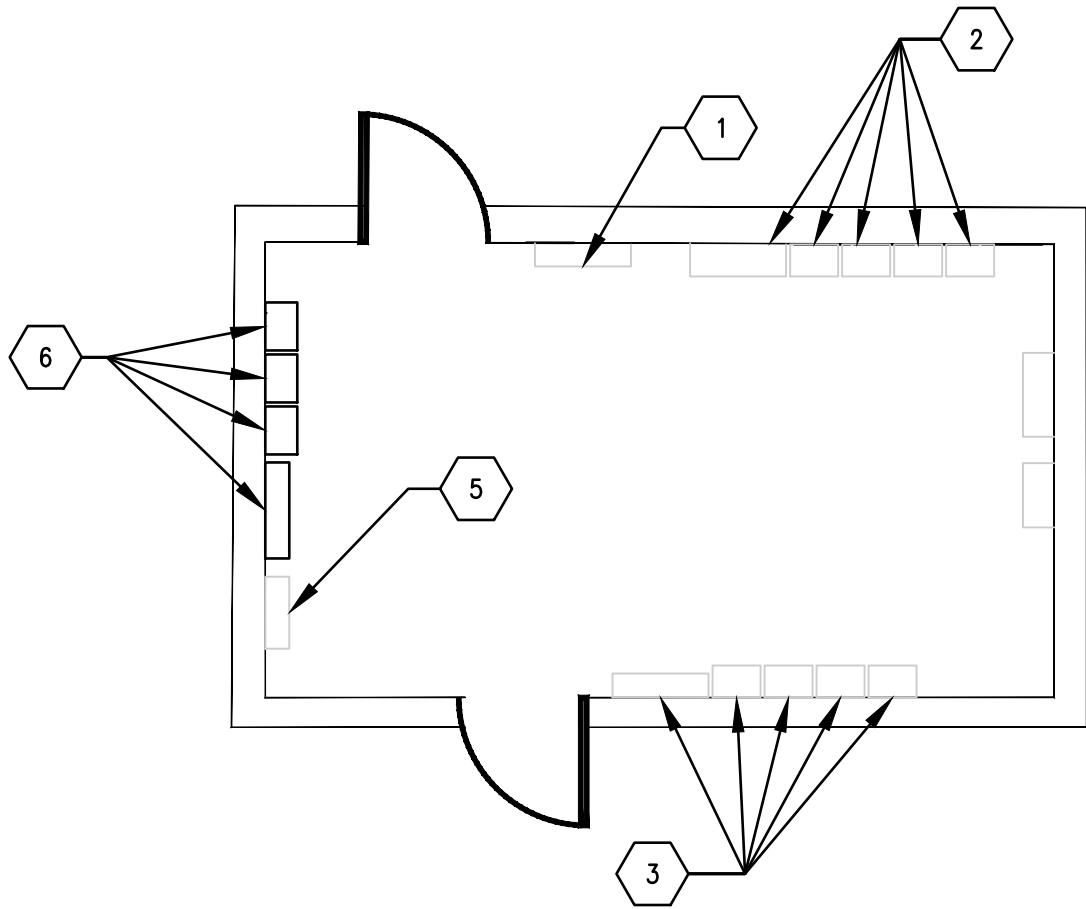
KEYED NOTES



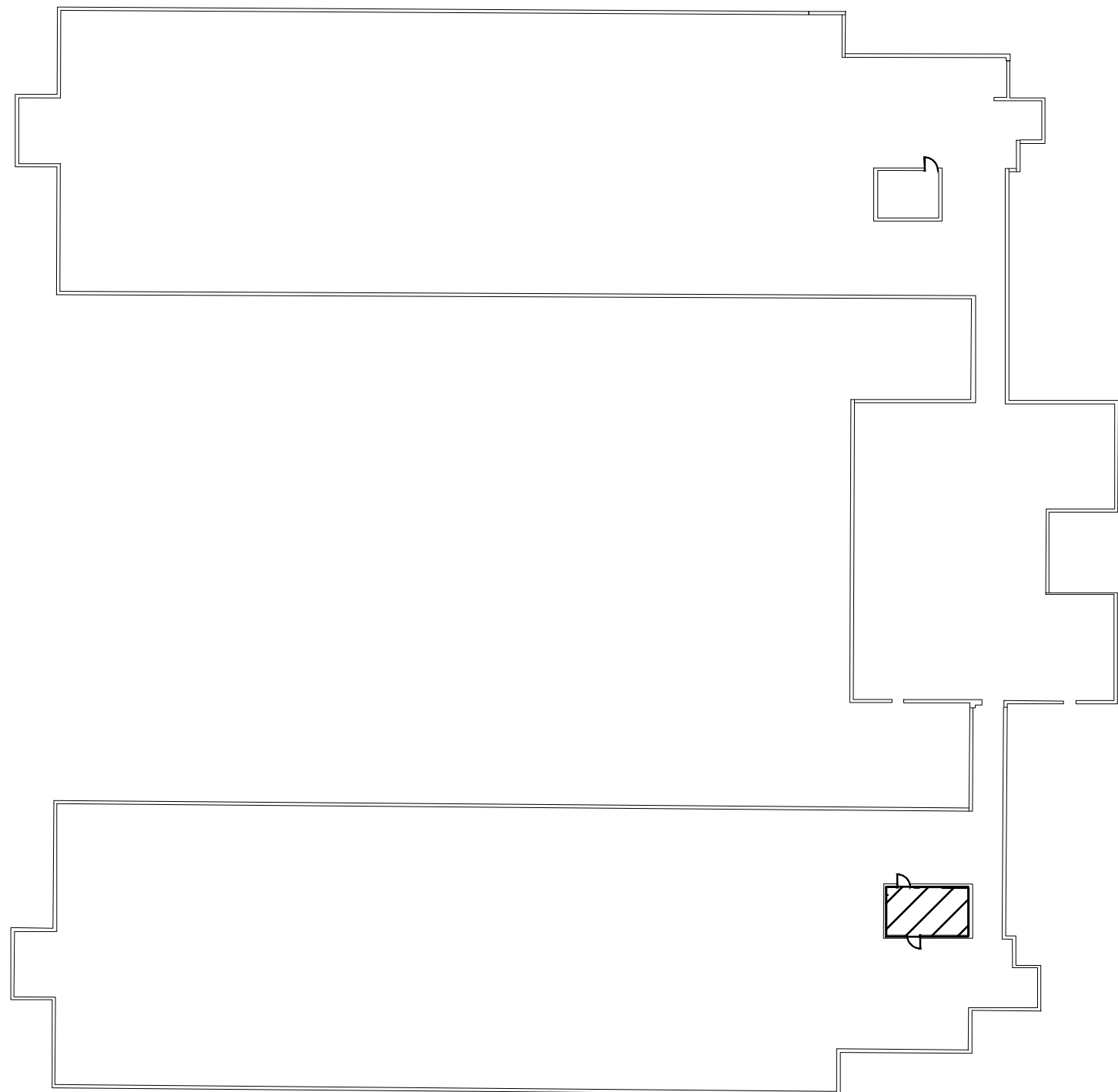
1. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
2. EXISTING MB # 1 ALONG WITH METER STACKS TO REMAIN.
3. EXISTING MB # 2 ALONG WITH METER STACKS TO REMAIN.
4. EXISTING MB # 3 ALONG WITH METER STACKS TO BE REMOVED.
5. EXISTING ELECTRICAL PANEL TO REMAIN.
6. PROVIDE NEW MB # 3 ALONG WITH METER STACKS AS PER PLANS & SPECIFICATIONS.



 **FLOOR PLAN DEMO.**
SCALE: 1/4" = 1'-0"



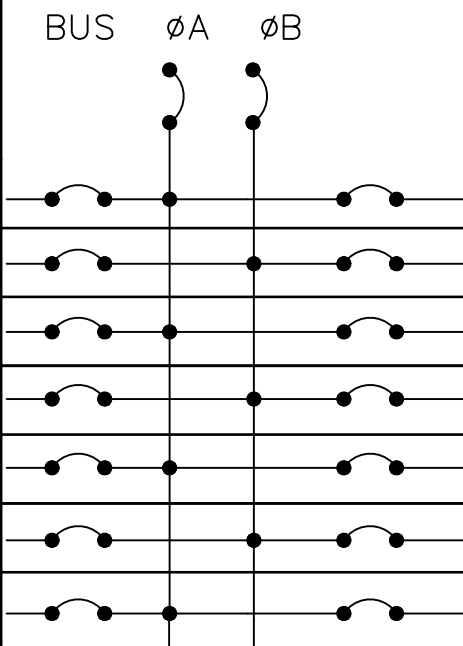
 **FLOOR PLAN NEW**
SCALE: 1/4" = 1'-0"



 **KEY PLAN**
SCALE: NTS

PANEL EXISTING WILL STAY IN ALL 14 APARTMENTS
VOLTAGE: 120/208V, 1PH, 3 WIRE + GROUND
BUS RATING:125
LOCATION: APT NUMBER:

EXISTING MAIN BUS 125A
PANEL MTG: WALL RECESSED
AIC (MIN) 10KA SHALL STAY

WIRING	CONDUIT	DESCRIPTION	CONNECTED LOAD (VA)		CIRCUIT BREAKER		CKT #		CKT #	CIRCUIT BREAKER		CONNECTED LOAD (VA)		DESCRIPTION	CONDUIT	WIRING
			ØA	ØB	POLE	TRIP				POLE	TRIP	ØB	ØA			
3#6 & 1#10G	1"	COOKING RANGE	6000	—	2	60	1		2	2	30		2250	WATER HEATER	3/4"	2#10 & 1#10G
3#6 & 1#10G	1"	COOKING RANGE	—	6000	↓	↓	3		4	↓	↓	2250		WATER HEATER	3/4"	2#10 & 1#10G
2#8 & 1#10G	1"	CONDENSING UNIT	1075	—	2	15	5		6	2	30		2625	SPACE HEATING	3/4"	2#10 & 1#10Q
2#8 & 1#10G	1"	CONDENSING UNIT	—	1075	↓	↓	7		8	↓	↓	2625		EQUIPMENT	3/4"	2#10 & 1#10Q
2#12 & 1#12G	1/2"	REFRIGERATOR	500	—	1	20	9		10	1	20		1950	APPLIANCES	1/2"	2#12 & 1#12G
2#12 & 1#12G	1/2"	LTS + REC	—	1440	1	15	11		12	1	15	1440		LTS + REC	1/2"	2#12 & 1#12Q
2#12 & 1#12G	1/2"	LTS + REC	1440	—	1	15	13		14	1	15	1440		SPARE		
		SPACE							16					SPARE		

CONNECTED LOAD: ØA=17,280 VA SUBTOTAL:
CONNECTED LOAD: ØB=14,830 VA
TOTAL CONNECTED LOAD:=32,110 VA

LOAD CALCULATION
DEMAND LOAD AS PER NEC
ARTICLE 220-83 (B):
1. SPACE HEATER = 100% LOAD = 5250VA
2. FIRST 8KVA OF ALL OTHER LOADS = 8000VA
3. REMAINDER OF ALL OTHER LOADS = 40% = 18860X0.4= 7544VA
4. DEMAND LOAD = 20794 VA, DEMAND AMPS = 99.97A, CB,= 100X1.25 =125A

SUBTOTAL:

6315 8265

NOTES:

ALL DATA CHECKED BY OPENING THE HOUSE PANEL.

1. FEEDER CABLE AS PER VISIT IS 3 #2 + 1 #8 AWG G
2. HOUSE PANEL: 125 A. 2P+N+G, SINGLE PHASE 208/120V. FEEDER SIZE 3 #2 AWG + 1 #8 AWG GROUND.
3. CONTRACTOR TO USE 75 DEGREE CELSIUS OR 90 DEGREE CELSIUS RATED TERMINALS. VERIFY EXISTING CABLE TEMPERATURE RATING. UPSTREAM, CIRCUIT BREAKER IS 125 A.
4. COPPER WIRES & TERMINALS TEMPERATURE TO BE COORDINATED BASED ON EXISTING TEMPERATURE RATING.

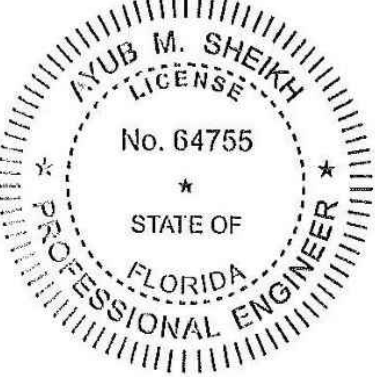
RE-BID SET
NOT FOR CONSTRUCTION

#	ISSUE	DATE
01	BID SET	2/06/24



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West Palm Beach, FL
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DATE: 11/22/2023	SCALE: PER PLAN	PROJECT NO: BS - 2024 - 004	DRAWN BY: RW CHECKED BY: NA
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PALM BEACH COUNTY HOUSING AUTHORITY
ELDERLY HOUSING : 100 UNITS
1745 DREXEL ROAD, WEST PALM BEACH, FL-33417
REPLACEMENT OF 14 METERS - SOUTH TOWER
ELECTRICAL : PANEL SCHEDULE



SECTION “00900”

PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS

SECTION 260500 – COMMON WORK RESULTS FOR ELECTRICAL

SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

SECTION 260523 – CONTROL-VOLTAGE ELECTRICAL POWER CABLES

SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 260529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

SECTION 260533 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

SECTION 260553 – IDENTIFICATIONS FOR ELECTRICAL SYSTEMS

SECTION 262500 – ENCLOSED BUS ASSEMBLIES

SECTION 262173 – ELECTRIC METERING

SECTION 262816 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS

ELECTRICAL SPECIFICATIONS LISTED ABOVE ARE ATTACHED WITH THE SECTION 00900

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 3. To allow right of way for piping and conduit installed at required slope.
 4. To connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping. “.”

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Carbon steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetration unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."
- K. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- L. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install them in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

- 1. Building wires and cables rated 600 V and less.
- 2. Connectors, splices, and terminations rated 600 V and less.
- 3. Sleeves and sleeve seals for cables.

- B. Related Sections include the following:

- 1. Division 26 Section "Medium-Voltage Cables" for single-conductor and multiconductor cables, cable splices, and terminations for electrical distribution systems with 2001 to 35,000 V.
- 2. Division 26 Section "Under carpet Electrical Power Cables" for flat cables for under carpet installations.
- 3. Division 27 Section "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing

Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Alcan Products Corporation; Alcan Cable Division.
 2. American Insulated Wire Corp.; a Leviton Company.
 3. General Cable Corporation.
 4. Senator Wire & Cable Company.
 5. Southwire Company.
- C. Copper Conductors: Comply with NEMA WC 70.
- D. Conductor Insulation: Comply with NEMA WC 70.
- E. Multiconductor Cable: Comply with NEMA WC 70 with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.
- 6.

- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
1. Advance Products & Systems, Inc.
 2. Calpico, Inc.
 3. Metraflex Co.
 4. Pipeline Seal and Insulator, Inc.
- D. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
1. Sealing Elements: NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 2. Pressure Plates: Stainless steel. Include two for each sealing element.
 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Mineral-insulated, metal-sheathed cable, Type MI, Type SE or USE multiconductor cable.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both wall surfaces.
- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 07 Section "Penetration Firestopping."
- L. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.

- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Low-voltage control cabling.
 - 2. Control-circuit conductors.
 - 3. Identification products.

1.3 DEFINITIONS

- A. Basket Cable Tray: A fabricated structure consisting of wire mesh bottom and side rails.
- B. Channel Cable Tray: A fabricated structure consisting of a one-piece, ventilated-bottom or solid-bottom channel section.
- C. EMI: Electromagnetic interference.
- D. IDC: Insulation displacement connector.
- E. Ladder Cable Tray: A fabricated structure consisting of two longitudinal side rails connected by individual transverse members (rungs).
- F. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- G. Open Cabling: Passing telecommunications cabling through open space (e.g., between the studs of a wall cavity).
- H. RCDD: Registered Communications Distribution Designer.
- I. Solid-Bottom or Nonventilated Cable Tray: A fabricated structure consisting of integral or separate longitudinal side rails, and a bottom without ventilation openings.
- J. Trough or Ventilated Cable Tray: A fabricated structure consisting of integral or separate longitudinal rails and a bottom having openings sufficient for the passage of air and using 75 percent or less of the plan area of the surface to support cables.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For cable tray layout, showing cable tray route to scale, with relationship between the tray and adjacent structural, electrical, and mechanical elements. Include the following:
 - 1. Vertical and horizontal offsets and transitions.
 - 2. Clearances for access above and to side of cable trays.
 - 3. Vertical elevation of cable trays above the floor or bottom of ceiling structure.
 - 4. Load calculations to show dead and live loads as not exceeding manufacturer's rating for tray and its support elements.
- C. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Maintenance Data: For wire and cable to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of the NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.
- B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings from an applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 50 or less.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.

PART 2 - PRODUCTS

2.1 PATHWAYS

- A. Support of Open Cabling: NRTL labeled for support of Category 5e cabling, designed to prevent degradation of cable performance and pinch points that could damage cable.
 - 1. Support brackets with cable tie slots for fastening cable ties to brackets.
 - 2. Lacing bars, spools, J-hooks, and D-rings.
 - 3. Straps and other devices.
- B. Cable Trays:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cable Management Solutions, Inc.
 - b. Cablofil Inc.
 - c. Cooper B-Line, Inc.
 - d. Cope - Tyco/Allied Tube & Conduit.
 - e. GS Metals Corp.
 - 2. Cable Tray Materials: Metal, suitable for indoors and protected against corrosion by electroplated zinc galvanizing, complying with ASTM B 633, Type 1, not less than 0.000472 inch thick.
 - a. Basket Cable Trays: 6 inches wide and 2 inches deep Wire mesh spacing shall not exceed 2 by 4 inches.
 - b. Trough or Ventilated Cable Trays: Nominally 6 inches wide.
 - c. Ladder Cable Trays: Nominally 18 inches] wide, and a rung spacing of 12 inches
 - d. Channel Cable Trays: One-piece construction, nominally 4 inches wide. Slot spacing shall not exceed 4-1/2 inches o.c.
 - e. Solid-Bottom or Nonventilated Cable Trays: One-piece construction, nominally 12 inches wide. Provide with solid covers.
- C. Conduit and Boxes: Comply with requirements in Division 26 Section "Raceway and Boxes for Electrical Systems"
 - 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

2.2 BACKBOARDS

- A. Description: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches. Comply with requirements for plywood backing panels in Division 06 Section "Rough Carpentry."

2.3 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

C. Paired Cable: NFPA 70, Type CMG.

1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

D. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Plastic jacket.
5. Flame Resistance: NFPA 262, Flame Test.

2.4 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN-THWN, in raceway, complying with UL 83.
- B. Class 2 Control Circuits: Stranded copper, [Type THHN-THWN, complying with UL 83.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or Type TF, complying with UL 83.

2.5 IDENTIFICATION PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Brady Corporation.
 2. Hellermann Tyton.
 3. Kroy LLC.
 4. Panduit Corp.
- B. Comply with UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

2.6 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test UTP and optical fiber cables on reels according to TIA/EIA-568-B.1.
- C. Factory test UTP cables according to TIA/EIA-568-B.2.
- D. Factory test multimode optical fiber cables according to TIA/EIA-526-14-A and TIA/EIA-568-B.3.
- E. Cable will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 INSTALLATION OF PATHWAYS

- A. Cable Trays: Comply with NEMA VE 2 and TIA/EIA-569-A-7.
- B. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.
- C. Comply with requirements in Division 26 Section "Raceway and Boxes for Electrical Systems" for installation of conduits and wireways.
- D. Install manufactured conduit sweeps and long-radius elbows if possible.
- E. Pathway Installation in Equipment Rooms:
1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed or in the corner of room if multiple sheets of plywood are installed around perimeter walls of room.
 2. Install cable trays to route cables if conduits cannot be located in these positions.
 3. Secure conduits to backboard if entering room from overhead.
 4. Extend conduits 3 inches above finished floor.

5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- F. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
 1. Comply with TIA/EIA-568-B.1.
 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 7. Cold-Weather Installation: Bring cable to room temperature before de-reeling. Heat lamps shall not be used for heating.
 8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- C. Installation of Control-Circuit Conductors:
 1. Install wiring in raceways. Comply with requirements specified in Division 26 Section "Raceway and Boxes for Electrical Systems."
- D. Open-Cable Installation:
 1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
 2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
 3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.
- E. Installation of Cable Routed Exposed under Raised Floors:
 1. Install plenum-rated cable only.
 2. Install cabling after the flooring system has been installed in raised floor areas.
 3. Coil cable 72 inches long shall be neatly coiled not less than 12 inches in diameter below each feed point.

F. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.
5. Separation between Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.3 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables.

3.4 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits, No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits, No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits, No 12 AWG.

3.5 FIRESTOPPING

- A. Comply with requirements in Division 07 Section "Penetration Firestopping."
- B. Comply with TIA/EIA-569-A, Annex A, "Firestopping."

- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.6 GROUNDING

- A. For data communication wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. For low-voltage wiring and cabling, comply with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems."

3.7 IDENTIFICATION

- A. Identify system components, wiring, and cabling according to TIA/EIA-606-A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Visually inspect UTP and optical fiber cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments and inspect cabling connections to confirm compliance with TIA/EIA-568-B.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test UTP cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturers for channel or link test configuration.
 - 4. Optical Fiber Cable Tests:
 - a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.1. Use only test cords and adapters that are qualified by test equipment manufacturers for channel or link test configuration.
 - b. Link End-to-End Attenuation Tests:

- 1) Multimode Link Measurements: Test at 850 or 1300 nm in one direction according to TIA/EIA-526-14-A, Method B, One Reference Jumper.
 - 2) Attenuation test results for links shall be less than 2.0 dB. Attenuation test results shall be less than that calculated according to equation in TIA/EIA-568-B.1.
- D. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide or transfer the data from the instrument to the computer, save as text files, print, and submit.
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 260523

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment plus the following special applications:
 - 1. Overhead-lines grounding.
 - 2. Underground distribution grounding.
 - 3. Common ground bonding with lightning protection system.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in Part 3 "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
 - 5. Grounding for sensitive electronic equipment.
- C. Qualification Data: For testing agency and testing agency's field supervisor.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For grounding to include the following in emergency, operation, and maintenance manuals:
 - 1. Instructions for periodic testing and inspection of grounding features at test wells, ground rings, & grounding connections for separately derived systems based on NFPA 70B.
 - a. Tests shall be to determine if ground resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if they do not.
 - b. Include recommended testing intervals.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
 - 1. No. 4 AWG minimum, soft-drawn copper.
 - 2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir or cypress or cedar.
- D. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches in cross section, unless otherwise indicated; with insulators.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4-inch by 10 feet in diameter.
- B. Chemical-Enhanced Grounding Electrodes: Copper tube, straight or L-shaped, charged with nonhazardous electrolytic chemical salts.
 - 1. Termination: Factory-attached No. 4/0 AWG bare conductor at least 48 inches long.
 - 2. Backfill Material: Electrode manufacturer's recommended material.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus on insulated spacers 1 inch, minimum, from wall 6 inches above finished floor, unless otherwise indicated.

2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, down to specified height above floor, and connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING OVERHEAD LINES

- A. Comply with IEEE C2 grounding requirements.
- B. Install 2 parallel ground rods if resistance to ground by a single, ground-rod electrode exceeds 25 ohms.
- C. Drive ground rods until the tops are 12 inches below finished grade in undisturbed earth.
- D. Ground-Rod Connections: Install bolted connectors for underground connections and connections to rods.
- E. Lightning Arrester Grounding Conductors: Separate from other grounding conductors.
- F. Secondary Neutral and Transformer Enclosure: Interconnect and connect to grounding conductor.
- G. Protect grounding conductors running on surface of wood poles with molding extended from grade level up to and through communication service and transformer spaces.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors' level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields as recommended by manufacturer of splicing and termination kits.

- D. Pad-Mounted Transformers and Switches: Install two ground rods and a ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
 - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
 - 9. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.
 - 10. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Anti-frost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

- G. Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch grounding bus.
 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- H. Metal and Wood Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

- A. Grounding Conductors: Route along the shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Common Ground Bonding with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Division 26 Section "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches deep, with cover.
1. Test Wells: Install at least one test well for each service, unless otherwise indicated. Install it at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where it is routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

F. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes, using a bolted clamp connector or by bolting a lug-type connector to a pipe flange, using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.

I. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column extending around the perimeter of building

1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
2. Bury ground ring not less than 24 inches from building foundation.

J. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, using a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.

1. If concrete foundation is less than 20 feet long, coil excess conductor within base of foundation.
2. Bond grounding conductor to reinforced steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to grounding electrode external to concrete.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:
- C. Perform the following tests and inspections and prepare test reports:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 3. Prepare dimensioned drawings locating each test well, ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- D. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 5 ohms.
 5. Substations and Pad-Mounted Equipment: 5 ohms.
 6. Manhole Grounds: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 26 Section "Vibration and Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design support for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.

- f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - e.
 - 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel, for use in hardened Portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.

6. To Steel: Beam clamps MSS Type 19, 21, 23, 25, or 27 complying with MSS SP-69] Spring-tension clamps.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchor in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
 - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. EPDM: Ethylene-propylene-diene terpolymer rubber.
- D. FMC: Flexible metal conduit.
- E. IMC: Intermediate metal conduit.
- F. LFMC: Liquid tight flexible metal conduit.
- G. LFNC: Liquid tight flexible nonmetallic conduit.
- H. NBR: Acrylonitrile-butadiene rubber.
- I. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.
 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
 - C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 1. Structural members in the paths of conduit groups with common supports.
 2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.
 - D. Manufacturer Seismic Qualification Certification: Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - E. Qualification Data: For professional engineer and testing agency.
 - F. Source quality-control test reports.
- 1.5 QUALITY ASSURANCE
- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
- C. Rigid Steel Conduit: ANSI C80.1.
- D. Aluminum Rigid Conduit: ANSI C80.5.
- E. IMC: ANSI C80.6.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040-inch, minimum.
- G. EMT: ANSI C80.3.
- H. FMC: Zinc-coated steel or aluminum.
- I. LFMC: Flexible steel conduit with PVC jacket.
- J. Fittings for Conduit (Including all Types and Flexible and Liquid tight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 - 2. Fittings for EMT: Steel or die-cast, set-screw or compression type.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.
- K. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. Arnco Corporation.
 - 4. CANTEX Inc.
 - 5. CertainTeed Corp.; Pipe & Plastics Group.
 - 6. Condux International, Inc.
 - 7. ElecSYS, Inc.
 - 8. Electri-Flex Co.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Manhattan/CDT/Cole-Flex.
 - 11. RACO; a Hubbell Company.
 - 12. Thomas & Betts Corporation.
- C. ENT: NEMA TC 13.
- D. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.
- E. LFNC: UL 1660.
- F. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.
- G. Fittings for LFNC: UL 514B.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Arnco Corporation.
 - 2. Endot Industries Inc.
 - 3. IPEX Inc.
 - 4. Lamson & Sessions; Carlon Electrical Products.
- C. Description: Comply with UL 2024; flexible type, approved for plenum, riser, general-use installation.

2.4 METAL WIREWAYS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Square D; Schneider Electric.
- C. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- D. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- E. Wireway Covers: Hinged type.
- F. Finish: Manufacturer's standard enamel finish.

2.5 NONMETALLIC WIREWAYS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Hoffman.
 - 2. Lamson & Sessions; Carlon Electrical Products.
- C. Description: Fiberglass polyester, extruded and fabricated to size and shape indicated, with no holes or knockouts. Cover is gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections are flanged, with stainless-steel screws and oil-resistant gaskets.
- D. Description: PVC plastic, extruded and fabricated to size and shape indicated, with Snap-On cover and mechanically coupled connections with plastic fasteners.
- E. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.6 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with Snap-On covers. Manufacturer's standard enamel finish.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Thomas & Betts Corporation.
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.
- B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC with texture and color selected by Owner from manufacturer's standard colors.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Butler Manufacturing Company; Walker Division.
 - b. Enduro Systems, Inc.; Composite Products Division.
 - c. Hubbell Incorporated; Wiring Device-Kellems Division.
 - d. Lamson & Sessions; Carlon Electrical Products.
 - e. Panduit Corp.
 - f. Walker Systems, Inc.; Wiremold Company (The).
 - g. Wiremold Company (The); Electrical Sales Division.

2.7 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman.
 - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 - 6. O-Z/Gedney; a unit of General Signal.
 - 7. RACO; a Hubbell Company.
 - 8. Robroy Industries, Inc.; Enclosure Division.
 - 9. Scott Fetzer Co.; Adalet Division.
 - 10. Spring City Electrical Manufacturing Company.

11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

- C. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- D. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- F. Metal Floor Boxes: Cast metal, rectangular.
- G. Nonmetallic Floor Boxes: Nonadjustable, round.
- H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- I. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- J. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.
- K. Cabinets:
1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.

2.8 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with SCTE 77.
1. Color of Frame and Cover: Gray.
 2. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.
 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 5. Cover Legend: Molded lettering, "ELECTRIC."
 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 7. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel or fiberglass or a combination of the two.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.
- C. Fiberglass Handholes and Boxes with Polymer-Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester-resin enclosure joined to polymer-concrete top ring or frame.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. Christy Concrete Products.
 - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.
- D. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with covers of fiberglass.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Carson Industries LLC.
 - b. Christy Concrete Products.
 - c. Nordic Fiberglass, Inc.

2.9 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.10 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- D. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Carbon steel. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.11 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Tests of materials shall be performed by a independent testing agency.
 - 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Rigid steel conduit, Type EPC-80-PVC.
2. Concealed Conduit, Aboveground: Rigid steel conduit, Type EPC-40-PVC.
3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or 4.
6. Application of Handholes and Boxes for Underground Wiring:
 - a. Handholes and Pull Boxes in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 structural load rating.
 - b. Handholes and Pull Boxes in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer-concrete units, SCTE 77, Tier 8 structural load rating.
 - c. Handholes and Pull Boxes Subject to Light-Duty Pedestrian Traffic Only: Fiberglass-reinforced polyester resin, structurally tested according to SCTE 77 with 3000-lbf vertical loading.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: Rigid steel conduit.
7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT.
8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT.
9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: General-use, optical fiber/communications cable raceway

10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:
 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 3. Change from ENT to RNC, Type EPC-40-PVC, rigid steel conduit, or IMC before rising above the floor.

- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- N. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet.
 - 1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 - 2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change.
 - 3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.

- O. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi recessed lighting fixtures, and equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall.
- Q. Set metal floor boxes level and flush with finished floor surface.
- R. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

- 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches in nominal diameter.
- 2. Install backfill as specified in Division 31 Section "Earth Moving."
- 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."
- 4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
- 5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
- 6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits, placing them 24 inches o.c. Align planks along the width and along the centerline of conduit.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes and boxes with bottom below the frost line, below grade as indicated in the drawings.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.
- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry, and with approved joint compound for gypsum board assemblies.

- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

3.8 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustic ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- high letters on 20-inch centers.
- D. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- G. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- wide black stripes on 10-inch centers diagonally over orange background that extends full length of raceway or duct and is 12 inches wide. Stop stripes at legends.

- H. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- I. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- high letters on 20-inch centers.
- D. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.

1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.5 FLOOR MARKING TAPE

- A. 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.6 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.7 INSTRUCTION SIGNS

- A. Engraved laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. The minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. The minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.8 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. The minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. The minimum letter height shall be 3/8 inch.
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. The minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.9 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, according to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, according to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, according to ASTM D 638: 7000 psi.
 - 3. UL 94 Flame Rating: 94V-0.
 - 4. Temperature Range: Minus 50 to plus 284 deg F.
 - 5. Color: Black.

2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify, identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench **or concrete envelope** exceeds 16 inches overall.
- J. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch- wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH

VOLTAGE WIRING" with 3-inch- high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:

1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
 2. Wall surfaces directly external to raceways concealed within wall.
 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Self-adhesive vinyl labels. Install labels at 10-foot maximum intervals.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot maximum intervals.
- D. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
1. Emergency Power.
 2. Power.
 3. UPS.
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply the last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- F. Power-Circuit Conductor Identification, more than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.
- G. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- H. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- J. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- K. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install flush-mounted panelboards and similar equipment in finished spaces.
- L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- M. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- N. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.

- O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Adhesive film label with clear protective overlay. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved laminated acrylic Stenciled legend 4 inches high].
 - c. Elevated Components: Increase the sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - g. Substations.
 - h. Emergency system boxes and enclosures.
 - i. Motor-control centers.
 - j. Enclosed switches.
 - k. Enclosed circuit breakers.
 - l. Enclosed controllers.
 - m. Variable-speed controllers.
 - n. Push-button stations.
 - o. Power transfer equipment.
 - p. Contactors.
 - q. Remote-controlled switches, dimmer modules, and control devices.
 - r. Battery-inverter units.
 - s. Battery racks.
 - t. Power-generating units.
 - u. Monitoring and control equipment.
 - v. UPS equipment.

END OF SECTION 260553

SECTION 262500 - ENCLOSED BUS ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. Feeder-bus assemblies.
2. Plug-in bus assemblies.
3. Bus plug-in devices.

1.3 DEFINITIONS

- A. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Shop Drawings: For each type of bus assembly and plug-in device.
 1. Show fabrication and installation details for enclosed bus assemblies. Include plans, elevations, and sections of components. Designate components and accessories, including clamps, brackets, hanger rods, connectors, straight lengths, and fittings.
 2. Show fittings, materials, fabrication, and installation methods for listed fire-stop barriers and weather barriers.
 3. Indicate required clearances, method of field assembly, and location and size of each field connection.
 4. Detail connections to switchgear, switchboards, transformers, and panelboards.
 5. Wiring Diagrams: Power, signal, and control wiring.
 6. Seismic-Restraint Details: Signed and sealed by a qualified professional engineer.
 - a. Design Calculations: Calculate requirements for selecting seismic restraints.
 - b. Detail fabrication, including anchorages and attachments to structure and to supported equipment.
- B. Coordination Drawings: Floor plans and sections, drawn to scale. Include scaled bus-assembly layouts and relationships between components and adjacent structural, mechanical, and electrical elements. Show the following:
 1. Vertical and horizontal enclosed bus-assembly runs, offsets, and transitions.

2. Clearances for access above and to the side of enclosed bus assemblies.
 3. Vertical elevation of enclosed bus assemblies above the floor or bottom of structure.
 4. Support locations, type of support, and weight on each support.
- C. Location of adjacent construction elements including light fixtures, HVAC and plumbing equipment, fire sprinklers and piping, signal and control devices, and other equipment.
- D. Product Certificates: For each type of enclosed bus assembly, signed by product manufacturer.
- E. Manufacturer Seismic Qualification Certification: Submit certification that enclosed bus assemblies, plug-in devices, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 - b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- F. Qualification Data: For testing agency.
- G. Field quality-control test reports.
- H. Operation and Maintenance Data: For enclosed bus assemblies to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

- C. Source Limitations: Obtain enclosed bus assemblies and plug-in devices through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with NEMA BU 1, "Busways."
- F. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle enclosed bus assemblies according to NEMA BU 1.1, "General Instructions for Proper Handling, Installation, Operation and Maintenance of Busway Rated 600 Volts or Less."

1.7 PROJECT CONDITIONS

- A. Derate enclosed bus assemblies for continuous operation at indicated ampere ratings for ambient temperature not exceeding 122 deg F.

1.8 COORDINATION

- A. Coordinate layout and installation of enclosed bus assemblies and suspension system with other construction that penetrates ceilings or floors or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.
- B. Coordinate size and location of concrete curbs around openings for vertical bus. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Plug-in Units: 10 percent of amount installed for each size indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Calvert Company (The).

ECF Engineering Consultant
West Palm Beach, FL-33407

2. Eaton Electrical Inc.; Cutler-Hammer Products.
3. General Electric Company; Electrical Distribution & Control Division.
4. Siemens Energy & Automation, Inc.
5. Square D; Schneider Electric.

2.2 ENCLOSED BUS ASSEMBLIES

- A. Feeder-Bus Assemblies: NEMA BU 1, low-impedance bus assemblies in nonventilated housing; single-bolt joints; ratings as indicated.
1. Seismic Fabrication Requirements: Fabricate mounting provisions and attachments for feeder-bus assemblies with reinforcement strong enough to withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems" when mounting provisions and attachments are anchored to building structure.
 2. Voltage: 120/208 V; 3 phase; 100 percent neutral capacity.
 3. Temperature Rise: 55 deg C above 40 deg C ambient maximum for continuous rated current.
 4. Bus Materials: Current-carrying copper conductors, fully insulated with Class 130C insulation except at joints; plated surface at joints.
 5. Ground:
 - a. 50 percent capacity integral with housing.
 - b. 50 percent capacity internal bus bars of material matching bus material.
 - c. 50 percent capacity isolated, internal bus bar of material matching bus material.
 6. Enclosure: Steel with manufacturer's standard finish.
 7. Fittings and Accessories: Manufacturer's standard.
 8. Mounting: Arranged flat, edgewise, or vertically without derating.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Support bus assemblies independent of supports for other elements such as equipment enclosures at connections to panelboards and switchboards, pipes, conduits, ceilings, and ducts.
1. Design each fastener and support to carry load indicated by seismic requirements and to comply with seismic-restraint details according to Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
 2. Design each fastener and support to carry 200 lb or 4 times the weight of bus assembly, whichever is greater.
 3. Support bus assembly to prevent twisting from eccentric loading.
 4. Support bus assembly with not less than 3/8-inch steel rods. Install side bracing to prevent swaying or movement of bus assembly. Modify supports after completion to eliminate strains and stresses on bus bars and housings.
 5. Fasten supports securely to building structure according to Division 26 Section "Hangers and Supports for Electrical Systems."

- B. Install expansion fittings at locations where bus assemblies cross building expansion joints. Install at other locations so distance between expansion fittings does not exceed manufacturer's recommended distance between fittings.
- C. Construct rated fire-stop assemblies where bus assemblies penetrate fire-rated elements such as walls, floors, and ceilings. Seal around penetrations according to Division 07 Section "Penetration Firestopping."
- D. Install a concrete curb at least 4 inches high around bus-assembly floor penetrations.
- E. Coordinate bus-assembly terminations to equipment enclosures to ensure proper phasing, connection, and closure.
- F. Tighten bus-assembly joints with torque wrench or similar tool recommended by bus-assembly manufacturer. Tighten joints again after bus assemblies have been energized for 30 days.
- G. Install bus-assembly, plug-in units. Support connecting conduit independent of plug-in unit.

3.2 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- E. Remove and replace units that do not pass tests and inspections and retest as specified above.

- F. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of bus assembly including joints and plug-in units.
 - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
 - 2. Perform 2 follow-up infrared scans of bus assembly, one at 4 months and the other at 11 months after Substantial Completion.
 - 3. Prepare a certified report identifying bus assembly checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- G. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.4 ADJUSTING

- A. Set field-adjustable, circuit-breaker trip ranges and overload relay trip settings as indicated.

3.5 CLEANING

- A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

3.6 PROTECTION

- A. Provide final protection to ensure that moisture does not enter bus assembly.

END OF SECTION 262500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes equipment for electricity metering by Owner.

1.3 DEFINITIONS

- A. KY Pulse: Term used by the metering industry to describe a method of measuring consumption of electricity that is based on a relay opening and closing in response to the rotation of the disk in the meter.
- B. PC: Personal computer.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For electricity-metering equipment.
 - 1. Dimensioned plans and sections or elevation layouts.
 - 2. Wiring Diagrams: For power, signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance. Indicate recommended types, wire sizes, and circuiting arrangements for field-installed wiring, and show circuit protection features.
- C. Field quality-control reports.
- D. Operation and Maintenance Data. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Application and operating software documentation.
 - 2. Software licenses.
 - 3. Software service agreement.
 - 4. Hard copies of manufacturer's operating specifications, design user's guides for software and hardware, and PDF files on CD-ROM of the hard-copy Submittal.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, store, and handle modular meter center according to NECA 400.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Owner no fewer than two (2) days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.

1.8 COORDINATION

- A. Electrical Service Connections: Coordinate with utility companies and components they furnish as follows:
 - 1. Comply with requirements of utilities providing electrical power services.
 - 2. Coordinate installation and connection of utilities and services, including provision for electricity-metering components.

1.9 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning with Substantial Completion, provide software support for two (2) years.
- B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two 2 years from date of Substantial Completion. Upgrading software shall include the operating system. Upgrade shall include new or revised licenses for use of software.
 - 1. Provide thirty (30) days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade his computer equipment if necessary.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

- A. Meters will be furnished by utility company to coordinate in advance.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets: Comply with requirements of electrical-power utility company.
- D. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings. Circuit KAIC rating is 22.minimum.
- E. Modular Meter Center: Factory-coordinated assembly of a main service terminal box with disconnect device CIRCUIT BREAKER, wireways, tenant meter socket modules, and tenant feeder circuit breakers, 125A, 2P arranged in adjacent vertical sections. Assembly shall be complete with interconnecting buses and other features as specified below.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or available manufacturers offering products that may be incorporated into the Work, UL listed and per specification but are not limited to, the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings Eaton Electrical Inc.; Cutler-Hammer Unit.
 - 3. or comparable product by one of the following:
 - a. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - b. Siemens Energy & Automation, Inc.
 - c. Square D; a brand of Schneider Electric.
 - 4. Comply with requirements of utility company for meter center.
 - 5. Housing: NEMA 250, Type 1 enclosure.
 - 6. Minimum Short-Circuit Rating: 22,000 A symmetrical at rated voltage.
 - 7. Main Disconnect Device: Circuit breaker, fully rated for use with downstream feeder and branch circuit breakers.
 - 8. Main Disconnect Device: Fully rated by circuit-breaker manufacturer to protect downstream feeder and branch circuit breakers.
 - 9. Tenant Feeder Circuit Breakers: Fully rated molded-case units, rated to protect circuit breakers in downstream tenants and to house load centers and panelboards that have 10,000-A interrupting capacity.
 - a. Identification: Complying with requirements in Division 26 Section "Identification for Electrical Systems" with legend identifying tenant's address.
 - b. Physical Protection: Tamper resistant, with hasp for padlock.
 - 10. Meter Socket: Rating coordinated with indicated tenant feeder circuit rating.
 - 11. Surge Protection: For main disconnect device, comply with requirements in Division 26 Section "Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits."

2.2 EQUIPMENT FOR ELECTRICITY METERING BY OWNER

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings Eaton Electrical Inc. Cutler-Hammer Business Unit or comparable product by one of the following:
 - 1. E-Mon; a division of Hunt Power.
 - 2. National Meter Industries.
 - 3. Osaki Meter Sales, Inc.
 - 4. Square D; a brand of Schneider Electric.
- C. General Requirements for Owner's Meters:
 - 1. Comply with UL 1244.
 - 2. Meters used for billing shall have an accuracy of + / - 0.2 percent of reading, complying with requirements in ANSI C12.20.
 - 3. Meters shall be certified by FPL as complying with Title 4, Florida Code of Regulations.
 - 4. Enclosure: NEMA 250, Type 1 minimum, with hasps for padlocking or sealing.
 - 5. Identification: Comply with requirements in Division 26 Section "Identification for Electrical Systems." Per NEC or local practice.
 - 6. Memory Backup: Self-contained to maintain memory throughout power outages of 72 hours, minimum.
 - 7. Sensors: Current-sensing type, with current or voltage output, selected for optimum range and accuracy for meters indicated for this application.
 - a. Type: **Split** core.
 - 8. Current-Transformer Cabinet: Listed or recommended by metering equipment manufacturer for use with sensors indicated.
 - 9. Building Automation System (BAS) Interface: One digital KY pulse to a user-definable increment of energy measurement. Match signal to BAS if any input and arrange to convey the instantaneous, integrated, demand level measured by meter to provide data for processing and possible programmed demand control action by destination system.
- D. Kilowatt-hour Meter: Electronic single-phase meters, measuring electricity used.
 - 1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
 - 2. Display: LCD with characters not less than 0.25 inch (6 mm) high, indicating accumulative kilowatt-hours and current kilowatt load. Retain accumulated kilowatt-hour in a nonvolatile memory, until reset.
 - 3. Display: Digital electromechanical counter, indicating accumulative kilowatt-hours.
- E. Kilowatt-hour/Demand Meter: Electronic single-phase meters, measuring electricity use and demand. Demand shall be integrated over a **15**-minute interval.

1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
 2. Display: LCD with characters not less than 0.25 inch (6 mm) high, indicating accumulative kilowatt-hours, current time and date, current demand, and historic peak demand, and time and date of historic peak demand. Retain accumulated kilowatt-hour and historic peak demand in a nonvolatile memory, until reset.
- F. Data Transmission Cable: Transmit KY pulse data over Class 1 control-circuit conductors in raceway. Comply with Division 26 Section "Control-Voltage Electrical Power Cables."
- G. Software: PC based, a product of meter manufacturer, suitable for calculation of utility cost allocation and billing.
1. Utility Cost Allocation: Automatically import energy-usage records to allocate energy costs for the following:
 - a. At least fifteen (**15**) departments.
 - b. At least fourteen (14) tenants.
 - c. At least five (5) processes.
 - d. At least **five** (5) buildings.
 2. Tenant or Activity Billing Software: Automatically import energy-usage records to automatically compute and prepare tenant bills and activity demand and energy-use statements based on metering of energy use and peak demand. Maintain separate directory for each tenant's historical billing information. Prepare summary reports in user-defined formats and time intervals.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to NECA 400 switchboard installation requirements.

3.2 IDENTIFICATION

- A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
 1. Fully rated has been specified. Label: Self-adhesive type, with text as required by NFPA 70.

2. Equipment Identification Labels: Adhesive film labels with clear protective overlay. For residential meters, provide an additional card holder suitable for printed, weather-resistant card with occupant's name.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. Connect a load of known kilowatt rating, 1.5 kW minimum to a circuit supplied by metered feeder.
2. Turn off circuits supplied by metered feeder and secure them in off condition.
3. Run test load continuously for eight hours minimum, or longer, to obtain a measurable meter indication. Use test-load placement and setting that ensures continuous, safe operation.
4. Check and record meter reading at end of test period and compare with actual electricity used, based on test-load rating, duration of test, and sample measurements of supply voltage at test-load connection. Record test results.

C. Electricity metering will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Final acceptance necessary from Engineers and Owners.

END OF SECTION 262713

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Non-fusible switches.
 - 3. Receptacle switches.
 - 4. Shunt trip switches.
 - 5. Molded-case circuit breakers (MCCBs).
 - 6. Molded-case switches.
 - 7. Enclosures.

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.5 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

- 1. Enclosure types and details for types other than NEMA 250, Type 1.

2. Current and voltage ratings.
 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 4. Include evidence of NRTL listing for series rating of installed devices.
 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
1. Wiring Diagrams: For power, signal, and control wiring.
- C. Qualification Data: For qualified testing agency.
- D. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- E. Field quality-control reports.
1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- F. Manufacturer's field service report.
- G. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NFPA 70.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
 2. Altitude: Not exceeding 6600 feet.
- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 1. Notify Engineer & Owner no fewer than seven days in advance of proposed interruption of electric service.
 2. Indicate method of providing temporary electric service.
 3. Do not proceed with interruption of electric service without Owner's written permission.
 4. Comply with NFPA 70E.

1.8 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.9 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 2. Fuse Pullers: Two for each size and type.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type GD, General Duty, Single Throw, 240-V ac, 800 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with cartridge fuse interiors to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Six Pole, Single Throw, 240-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Type HD, Heavy Duty, Double Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- F. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 5. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 6. Hookstick Handle: Allows use of a hook stick to operate the handle.
 7. Lugs: Mechanical type, suitable for number, size, and conductor material.
 8. Service-Rated Switches: Labeled for use as service equipment.
 9. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac.

2.2 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type GD, General Duty, Single Throw, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Six Pole, Single Throw, 600-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Type HD, Heavy Duty, Double Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- F. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 5. Hook stick Handle: Allows use of a hook stick to operate the handle.
 6. Lugs: Mechanical type, suitable for number, size, and conductor material.
 7. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac.

2.3 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.

- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- D. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
- E. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:
 - 1. Instantaneous trip.
 - 2. Long- and short-time pickup levels.
 - 3. Long- and short-time time adjustments.
 - 4. Ground-fault pickup level, time delay, and I^2t response.
- F. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.
- G. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.
- H. Ground-Fault, Circuit-Interrupter (GFCI) Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
- I. Ground-Fault, Equipment-Protection (GFEP) Circuit Breakers: With Class B ground-fault protection (30-mA trip).
- J. Features and Accessories:
 - 1. Standard frame sizes, trip ratings, and number of poles.
 - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
 - 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
 - 4. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
 - 5. Communication Capability: Circuit-breaker-mounted communication module with functions and features compatible with power monitoring and control system, specified in Division 26 Section "Electrical Power Monitoring and Control."
 - 6. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
 - 7. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
 - 8. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
 - 9. Alarm Switch: One NO contact that operates only when circuit breaker has tripped.

10. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
11. Zone-Selective Interlocking: Integral with ground-fault trip unit; for interlocking ground-fault protection function.
12. Electrical Operator: Provide remote control for on, off, and reset operations.
13. Accessory Control Power Voltage: Integrally mounted, self-powered; 24-V ac.

2.4 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
 2. Outdoor Locations: NEMA 250, Type 3R.
 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
 5. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Acceptance Testing Preparation:
 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
- E. Tests and Inspections:
 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace them with new units and retest.
 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
 - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- F. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

- G. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges.
- C. END OF SECTION 262816



SECTION “01010”

SUMMARY OF WORK

SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT

A. **Project Name: PALM BEACH COUNTY HOUSING AUTHORITY, PBCHA DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) – BS – 2024 - 004**

B. Owner's Name: The PALM BEACH COUNTY HOUSING AUTHORITY.

C. Architect's Name: E. C. Fennell, Inc.

THE PROJECT CONSISTS OF FURNISHING ALL LABOR AND MATERIAL FOR THE FOLLOWING:

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00285 - Agreement. **PBCHA DREXEL METER STACK & CIRCUIT REPLACEMENT (RE-BID) – BS – 2024 - 004** will be one gross project sum with one Contractor. The required 10% Bid Bond and 100% Performance and 100% Payment Bonds will be based on the Gross Total project fee. P&P bond to be submitted within 14 days of Notice of Intent to Award Contract.

Penalty Damages will be charged at \$250.00 per day for all calendar days that extend past the allotted time excluding the actual days when associated residential units remain without power supply. Penalty Damages will be charged at \$2,100.00 per day for all calendar days that extend past the allotted time when associated residential units remain without power supply. Contract time is 60 calendar days, plus materials & equipment lead time from the factory to the job site, (30 days of which are for permitting) from contract signing to substantial completion. 30 calendar days are meant for project planning and coordination by the contractor with PBCHA, ECF, & Authorities Having Jurisdiction (AHJ). The allocated time for associated residential units to remain without power supply shall be 4 calendar days.

Scope of work includes:

1. Replacement of meter stacks arranged in 3 stacks of 5, 5, 4 meters respectively as per Project Plans & Specifications – Meter Bank # 3, South Tower Electrical Room.
2. Replacement of Main Circuit Breaker – 600 AMPS, 203/3/60
3. All Salvage Equipment & Materials shall be handed over to the PBCHA.
4. Coordination with FP&L to schedule and assist power shutdown from the transformer to meter bank # 3.
5. Coordination with FP&L to schedule and assist power connection from the transformer to meter bank # 3 upon completion of works.

DESCRIPTION OF CONSTRUCTION WORK

A. Project scope of work consists of: All labor and material for supplying and installing the work. Full on-site supervision of a State of Florida Licensed Electrical Contractor or his owner approved site supervisor is required on this project. Engineer and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent.

B. Full on-site supervision of a State of Florida Licensed Electrical Contractor or his owner approved site supervisor is required on this project. Engineer and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent. The Contractor will walk 100% of the project and prepare his own punch list and have the items on his own punch list corrected prior to calling for sign off from the Engineer. The contractor will walk with the Engineer as the Engineer is doing the final punch list. If the Engineer finds excessive items for their punch list, the walk will stop and the contractor will continue independently again with his punch list, correct it, and then call for a re-walk.

C. Temporary sanitary Port-A-Lets are required for this project.

D. The contractor shall provide and pay for all permitting, labor, materials, equipment, tools, construction equipment and machinery, transportation, water, temporary facilities, air monitoring, for the proper execution of this work.

E. The job is considered Substantially Complete when all of the buildings have been signed off by the regulatory agencies and the Engineer. The job is considered fully complete when the Engineer's punch list has been completed and all of the required close out documents have been submitted and accepted by the A/E and Owner.

1.03 WORK BY OTHERS

A. The Contractor shall provide a minimum of 25% of the work in this contract.

B. The Owner encourages the Contractor to use the services of minority subcontractors on work when feasible and possible. The Owner strongly encourages the Contractor to use the labor force available within the PALM BEACH COUNTY HOUSING AUTHORITY's tenant base when feasible and possible in accordance with Section 3 requirements of this contract.

C. The Owner may provide the Contractor with a list of persons who are available for training and employment for this project at the time of the Preconstruction Conference.

1.04 OWNER OCCUPANCY

- A. The building will be occupied during this work. However, only 14 apartments shall remain without power supply for no more than 4 calendar days.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings.

B. Sequencing and Scheduling Construction Plan: Before start of construction on site, submit 3 copies of construction plan regarding access to work, use of site, sequence of work, schedule of work, and phasing of renovation work for acceptance by the Owner.

After acceptance of plan, construction sequencing and scheduling shall comply with accepted plan unless deviations are approved in writing.

C. Unit Entry: If unit access is necessary, arrange access with the PALM BEACH COUNTY HOUSING AUTHORITY in a continuous and contiguous manner to accommodate the construction process.

D. Perform work in the site continuously during normal working hours until completed, with least inconvenience to occupants.

E. Arrange use of site and premises to allow:

1. Use of site and premises by the staff.
2. The PALM BEACH COUNTY HOUSING AUTHORITY's tenant occupancy.

F. Provide access to and from site as required by law and by The Housing Authority:

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.

G. Existing building spaces may not be used for storage.

H. Time Restrictions:

1. Limit conduct of especially noisy exterior work to the hours of 8:00 am to 6:00 pm.
2. Limit conduct of especially noisy interior work to the hours of 8:00 am to 9:00 am, from 12:00pm to 1:00pm.
3. Complete each installation as quickly as possible and follow approved sequencing and scheduling plan.

I. Utility Outages and Shutdown:

1. Limit shutdown of utility services to 1 hour at a time, arranged at least 24 hours in advance with The Housing Authority.
2. Prevent accidental disruption of utility services to other facilities.

J. Dust control, and other miscellaneous work:

1. Contractor to control construction dust and dirt with-in the areas of the building. At the end of each day, Contractor to leave the building and the site in a dust and dirt-free environment due to that day's construction work.
2. Contractor to control construction debris at the exterior of the building and pick up all debris and dispose of it properly during the construction process and at the end of each day prior to leaving the job site.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall not make any alteration in the Drawings and Specifications. If errors, omissions or discrepancies are found, the Contractor shall notify the Consultant. The Consultant shall make the necessary corrections.

C. The Contractor shall pay for and obtain thru his efforts all necessary building permits, notice of commencements paperwork and the filing of N.O.C., and or any required site permits. This includes picking up plans from the Architect, filling out the notices of commencements, filling out the permit paperwork, etc. and submitting all paperwork to all required agencies. The Contractor shall pick up and pay for the approved permits from the required agencies and post them on the job as required. The Contractor is responsible for the reproduction price of the A/E plans that are required for permitting. The Engineer will provide the contractor with 2 signed and sealed sets if a hard copy submittal is being done. Above that, it is the contractor's responsibility to reproduce any other sets that he may need for permitting. If the permitting agency has gone to a digital permit process, the contractor is responsible for all digital uploads and downloads to the building department for their submittals and permits.

D. The Contractor shall receive and unload material at the site and inspect for damages or defective items. All materials stored on the site shall be protected from damage, exposure to the elements and theft. The Housing Authority is not liable for any vandalism or theft of stored materials at the job site.

E. During construction the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor shall confine operations to the construction areas or within Contract limits indicated on the Drawings.

F. Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. The Contractor shall schedule deliveries to minimize requirements for storage of materials.

G. Coordinate construction schedule and operations with The Housing Authority.

H. The Contractor is responsible for his own electricity and water that may be required for the project.

I. Storage Site Area: Will be assigned to Contractor as a convenience if requested. Contractor is responsible for actual storage unit.

1. Contractor shall use such space at own risk.

2. The Housing Authority is not responsible for the adequacy of Site Area assigned, or safekeeping of material stored or any theft or vandalism of stored materials.

1.09 CONTRACTOR CERTIFICATIONS

A. The Contractor and all of the sub-contractors must be fully licensed and insured as Contractors for the work in which they will be performing. The licenses must be issued in the State of Florida, and they must also hold local occupational licenses in the County of Palm Beach, Florida. The Electrical Contractor must hold a Florida license prior to BIDDING this project. **Workman's Compensation Insurance policies must be issued from a Florida certified insurance company that is approved to sell Florida Workman's Compensation. The General Contractor is not allowed to have a Florida allowed WC exemption policy and must have a full WC policy for this project.**

PART 2 PRODUCTS

A. Refer to the drawings for approved products for this project.

PART 3 EXECUTION

3.1 EXAMINATION OF SITE

A. Failure to visit site will not relieve the contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to the Owner.

END OF SECTION



SECTION “01026”

MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT**PART I-GENERAL****1.01 EXPLANATION AND DEFINITIONS**

A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing an item as part of the Contract. The Contractor shall pay for all taxes and permit costs (budgeted allowance) and such costs shall be included in the bid price. The permit allowance is only for the actual cost of the permit itself. Not for permit runner's fees, etc. Those costs along with Bond Recording and NOC costs are part of General Conditions.

1.02 MEASUREMENT

A. The quantities set forth in the bid document are approximate and are given to establish a uniform basis for comparison of bids. The Owner reserves the right to add or deduct materials or services from the Contract Sum by Change Order. The Contractor is advised to spread overhead, profit, and other costs equally to provide a balanced bid.

1.03 PAYMENT

A. Payment shall be made for the work performed, installed, and completed. Payment shall include all necessary labor, equipment, material, permit fees, transportation, cleanup, overhead, profit and applicable taxes for the construction of the work as shown on the drawings and described in these specifications. Payment Application shall be by the AIA Document G702 and G703 or by the generic form of the same, with the same language as G702 and G703. Any approved change orders are to be supplied and presented by the contractor directly to the Engineer in triplicate on AIA forms G701.

B. The Owner may delay payment to the General Contractor if the General Contractor and all Sub-Contractors do not have their insurance certificates submitted and approved, do not have their SAM's number submitted to the PHA, or do not have the weekly required Davis Bacon Certified Payroll forms (WH347, OMB No.: 1235- 0008) submitted to the Owner in a timely and regular manner. The Owner has the right to require all payroll forms to be up to date prior to approving and processing a payroll request.

C. After the first payment application, all payment requests shall include attached to the request, partial releases of liens from all sub-contractors, suppliers, and from the G.C. himself for any and all payments received from the previous payment application AND up to the date of the pervious application. The release of lien may not be a conditional release. Releases must have original signatures on them (faxes, color copies, or emails are not acceptable), from the Owner, President or Vice President of the company and signatures must be notarized. Payment applications may be submitted on a monthly basis.

D. Payments made to the General Contractor for the work of the Sub-Contractors and Suppliers must be paid downstream to the Sub-Contractors and the Suppliers in the amount billed for by the General Contractor and paid for by the Housing Authority. The General Contract shall follow Florida Statue 218.735 for timely payments of Sub-Contractors and Suppliers. The Engineer and or Owner has the right to call

Subs and Suppliers to verify that they are receiving proper payments from the General Contractor even after their releases of liens have been submitted.

FINAL PAYMENT APPLICATION SUBMITTAL:

In addition to AIA Documents, G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all sub-contractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

GENERAL CONDITIONS, PERMITTING, OVERHEAD AND PROFIT

Payment for this item will be on a percentage basis of the completed project. Permit cost is figured as an allowance budget on the line item. GENERAL CONDITIONS (including insurance and bond costs), OVERHEAD AND PROFIT gross fee amount shall be distributed equally over the line items. The Contractor will be allowed to bill for the actual cost of the Performance and Payment Bond and for the actual cost of the Builder's Risk insurance in full at the first payment application as an agreed upon percentage of all line items. Receipts showing the actual cost of each will be required to be attached to the payment application. These costs will be distributed over each line item in an equal share.

Payment for these line items will be on a percentage complete basis of total work completed. Contractor shall submit a schedule of values allocated to individual scopes of work. The schedule of values for this project will be the line items as presented on the Bid Proposal Sheet at a minimum, which may be broken down into further line items depicting the trades and services of the scope of work.

This schedule, once approved by the Engineer, will be the basis for reviewing the percentage of work complete for the project. A 10% retainage will be held by the owner at each payment application.

The 10% retainage will be payable at the final payment application.



SECTION “01030”

SAMPLE AIA DOCUMENTS

SAMPLE AIA DOCUMENTS

The following pages are sample AIA Documents which are scheduled to be used on this project. It is the Contractor's responsibility to supply his own AIA documents for submittal purposes.

AIA® Document G702® - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO: 001	Distribution to:
			OWNER: <input type="checkbox"/>
			ARCHITECT: <input type="checkbox"/>
			CONTRACTOR: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	FIELD: <input type="checkbox"/>
		CONTRACT FOR:	OTHER: <input type="checkbox"/>
		CONTRACT DATE:	
		PROJECT NOS: / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DRAFT AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR:
CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

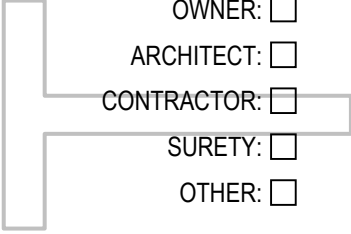
Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G707[™] - 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	
	CONTRACT FOR:	
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	
		OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

DRAFT AIA® Document G701® - 2017

Change Order

PROJECT: *(Name and address)*
Drexel Phase 1
West Palm Beach

CONTRACT INFORMATION:
Contract For: Electrical Upgrades
Date: March 15, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

<< >>

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>

<< >>

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<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ **A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ **A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ **A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ **A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ **A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ **A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ **A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ **A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

☐ ☐

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

DRAFT AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

« »

SUBMITTED TO:

(Organization name and address.)

« »

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

« »

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

« »

Date

« »

Printed Name and Title

NOTARY

State of: « »

County of: « »

Signed and sworn to before me this « » day of « » « »

Notary Signature

My commission expires: « »

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DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

<< >>< >>
<< >>

SURETY:

(Name, legal status and principal place of business)

<< >>< >>
<< >>

OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

BOND AMOUNT: \$ << >>

PROJECT:

(Name, location or address, and Project number, if any)

<< >>
<< >>
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

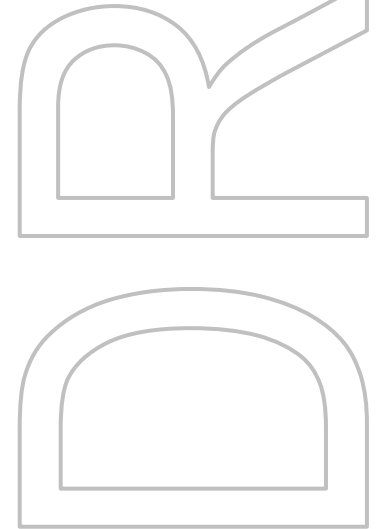
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »	
(Contractor as Principal)	(Seal)
« »	
(Title)	
« »	
(Surety)	(Seal)
« »	
(Title)	

DRAFT AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »

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Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and Title: << >><< >>

Address: << >>

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: << >><< >>

Address: << >>

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User Notes:

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Warranty Bond

CONTRACTOR/PRINCIPAL:

(Name, legal status, and address)

« »« »
« »

SURETY:

(Name, legal status, and address)

« »« »
« »

OWNER/OBLIGEE:

(Name, legal status, and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Description:

(Name and location)

« »
« »

BOND

Term of the Bond

The Term of this Bond commences on the date of final completion under the Construction Contract and continues for a period of 2 years, unless otherwise specified below, notwithstanding a longer warranty period set forth in the Construction Contract.

Amount of this Bond: \$ « »

Modifications to this Bond: ☐ « » None ☐ « » See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Warranty Bond.)

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

« »
« »
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« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Contractor's warranty obligations set forth in the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor satisfies its warranty obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety's obligations under this Bond extend to warranties provided by the Contractor's suppliers and manufacturers.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner's intent to declare a Contractor Default;
- .2 the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and,
- .3 the Owner declares a Contractor Default and notifies the Surety.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety's expense, remedy the Contractor's Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor's Default.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor's Default or resulting from the actions or failure to act of the Surety under Section 5.

§ 8 The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- .1 If the Surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- .2 If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing thirty (30) days prior to the end of the current term of this Bond at the address indicated on page 1.
- .3 Neither the Surety's failure to extend the Term of this Bond nor the Contractor's failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

§ 9 The Surety's total liability under this Bond is limited to the Amount of this Bond indicated on Page 1, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

§ 10 No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Construction Contract is located and shall be instituted within two years after a declaration of Contractor Default. If the provisions of this Paragraph are void or prohibited by

law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be in writing and mailed or delivered to the address shown on the first page of this Bond.

§ 13 Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

§ 14 Definitions

§ 14.1 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.2 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Construction Contract.

§ 14.3 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Construction Contract.

§ 14.4 **Contract Documents.** All the documents that comprise the Construction Contract.

§ 14.5 **Surety.** The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this Bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »



SECTION “01120”

ALTERATION PROJECT PROCEDURES

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. SECTION INCLUDES:

1. Coordination of work of trades and scheduling elements of alterations and renovation work by procedures and methods to expedite completion of work.

2. Selective Demolition:

- a. Dispose of debris off site in accordance with applicable laws, ordinances, and regulations.
- b. Clean up and leave unit in a clean and construction dust-free environment.

1.2 PROJECT CONDITIONS

A. Environmental Requirements: Execute demolition and renovation in manner to limit unnecessary dust and noise. Burning of materials on site not allowed. Existing Conditions: See Section 01010 Summary of Work. Do not interfere with use of occupied buildings or portions of buildings. Maintain free and safe passage to and from occupied areas.

B. Protection:

1. Contractor: Protect grounds, plantings, buildings, and any other facilities or property from damage caused by construction operations

D. Safety: Cease operations and notify Contracting Officer immediately if safety of structure appears to be endangered. Take precautions to properly support structure. Do not resume until safety is restored.

1.3 SCHEDULING AND SEQUENCING

A. Scheduling and Completion:

- 1. Contractor must give 72 hr. notice to the Housing Authority before working on a building.
- 2. The Contractor is to submit a project / work schedule prior to commencing with the work and the Contractor shall adjust, update, and resubmit the schedule as necessary.

1.4 ALTERATIONS, CUTTING AND PROTECTION

A. Workmanship: Assign work of moving, removal, cutting and patching to trades qualified to perform work in manner to cause least damage to each type of work and provide means of returning surfaces to appearance of new work.

B. Cutting and Removal: Perform cutting and removal work to remove minimum necessary, and in manner to avoid damage to adjacent work.

C. Protection: Protect existing finishes, equipment, utilities and adjacent work which are scheduled to remain, from damage. It is the Contractor's responsibility to move furniture and place back after job cut. All of the tenant's belongings are to remain construction dust free.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials for Patching, Extending and Matching:

1. Provide specified products, as needed to patch, extend, or match existing work.
2. Generally, Contract Documents will not define products or standards of workmanship present in existing construction. Determine products by inspection, and provide workmanship by use of existing as sample of comparison.
3. Patching, extending, and matching of existing work and systems shall result in complete, finished system. See also 1.4 of this section.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Units, Spaces and Areas to be renovated: Inspect to become familiar with existing conditions and to take measurements, which are necessary for renovation work to be completed in accordance with contract requirements.

B. Carefully inspect condition of existing spaces including, but not limited to walls, floors, plumbing, etc. as essential to successful completion of renovation work.

C. Survey each space and verify dimensions for work.

3.2 PREPARATION

A. Building Occupation: Carry out demolition and renovation work to cause as little inconvenience to occupants as possible.

B. Protection: Protect and be responsible for existing buildings, facilities, utilities, and improvements within areas of construction operations.

1. Should any portion of existing buildings or improvements be damaged, disturbed, removed, or otherwise affected due to construction operations, report conditions and circumstances to Contracting Officer.

2. Make necessary repairs and replacements to such damaged work with new materials to match existing work in every respect, as approved by Contracting Officer / Architect.

3. Replace or restore to their former condition and to satisfaction of Contracting Officer / Engineer, existing construction, finishes and other improvements that are to remain and have been damaged as result of construction operations.

4. Tenant's Property: Be responsible for any damage or loss to residents' property and to other work. Replace any material which, in opinion of Contracting Officer, has become damaged to extent that it could not be restored to its original condition.

5. Take precautions to protect residents and public from injury from construction operations.

3.2 LOCATION OF EQUIPMENT AND PIPING

A. Drawings: Drawings indicating location of equipment, piping, ductwork, etc. are diagrammatic and job conditions shall not always permit their installation in location indicated. When this situation occurs, bring condition to Contracting Officer's attention immediately. Relocation will be determined in joint conference.

B. Project LADDERS are not to be left on site unattended in either a horizontal or vertical position.

3.3 CLEANING

A. General: Maintain project in a safe, clean and orderly condition.

B. During execution of work, keep occupied spaces clean and unencumbered.

C. Keep work and storage spaces clean and free from rags, waste, or debris.

D. Do not use any plumbing fixture or waste pipe for disposal of any waste, paints, oil, or other material.

E. Remove waste materials, debris, and rubbish at end of each workday from occupied units and other spaces used and accessed by residents.

F. Regularly remove waste materials, debris, and rubbish from site in accordance with applicable laws, ordinances, and regulations.

G. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.

H. Final Cleaning: At completion of work in each area, provide final cleaning and return space to condition suitable for intended use. In addition to the final cleaning, the units must be clean of construction debris and dust at the end of each workday.



SECTION “01300”

ADMISTRATIVE REQUIREMENTS

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 PROJECT COORDINATION

- A. Project Coordinator: The Housing Authority Project Coordinator.
- 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 Architect'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.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to E.C. Fennell, Inc.:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. E. C. Fennell, Inc. will schedule a meeting after Notice of Award.

B. Attendance Required:

1. The Palm Beach County Housing Authority.
2. E. C. Fennell, Inc.
3. Contractor

C. Agenda:

1. Execution of The Housing Authority- 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.
6. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

3.02 SITE MOBILIZATION MEETING

A. E. C. Fennell, Inc. will schedule a meeting at the Project site prior to construction.

B. Attendance Required:

1. The Contractor
2. The Housing Authority.
3. E. C. Fennell, Inc.
4. Contractor's Superintendent.
5. Major Subcontractors.

C. Agenda:

1. Use of premises by The Housing Authority and.
2. The Housing Authority's requirements and occupancy prior to completion.
3. Construction facilities and controls provided by The Housing Authority.
4. Temporary utilities provided by The Housing Authority.
5. Survey and fencing layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Requirements for start-up of equipment.

12. Inspection and acceptance of equipment put into service during construction period.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum of one at every other month intervals and at a minimum as project may require.

B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. E.C. Fennell, Inc. will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

D. Attendance Required: Job superintendent, major Subcontractors and suppliers, The Housing Authority, E. C. Fennell, Inc., as appropriate to agenda topics for each meeting.

E. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

3.04 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.

3.05 PROGRESS PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to E. C. Fennell, Inc.
- B. Take photographs on date for each application for payment.
- C. E. Deliver prints with each Application for Payment with transmittal letter specified in this Section.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to E.C. Fennell. Inc.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. No submittals will be reviewed unless received from the Contractor with the Contractor's
- C. reviewed and approved stamp on each submittal.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES
- F. article below and for record documents purposes described in Section 01740 - CLOSEOUT
- G. SUBMITTALS.

3.08 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 Engineer's knowledge as contract administrator or for The Housing Authority. No action will be taken.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:

1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. AIA Documents for Close-outs: In addition to AIA Docs. G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all sub-contractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.

B. Submit for The Housing Authority's benefit after project completion.

1. Include and highlight all changes to the design from the original contract documents.

3.10 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus three copies of which two will be distributed by the Engineer.

A. By Engineer, to the PBCHA.

B. Documents for Information: Submit three copies.

3.11 SUBMITTAL PROCEDURES

A. Transmit each submittal with AIA Form G810.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

D. Apply Contractor's stamp signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

E. Deliver submittals to Engineer at business address.

F. Schedule submittals to expedite the Project, and coordinate submission of related items.

G. For each submittal for review, allow 7 days excluding delivery time to and from the Engineer office.

H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

I. Provide space for E.C. Fennell. Inc. review stamps.

J. When revised for resubmission, identify all changes made since previous submission.

K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

L. Submittals not requested will not be recognized or processed.

END OF SECTION



SECTION “01320”

SUBMITTALS

SUBMITTALS

PART I-GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. GENERAL PROCEDURES

1. The submittals controlled by these general requirements include shop drawings, product substitution, product data, samples and other miscellaneous work-related submittals.
2. Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals, and related activities. Transmit in advance of performance of related activities to avoid delay.
3. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
4. The number of required shop drawings and/or copies of manufacturer's product data submitted to the Architect for review shall be three (3) plus any additional copies the contractors needs for himself. In place of submitting the initial (3) copies, the Contractor may submit shop drawings in a digital pdf format for review and then submit 2 hard copies of the digitally reviewed paperwork in the closeout binders.

1.02 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

A. GENERAL PREPARATION: Place a label or title block on each submittal for identification. Provide a space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.

Project name.

Date.

Name and address of Contractor.

Name and address of subcontractor.

Name and address of supplier.

Name of manufacturer.

B. SHOP DRAWINGS AND SUBSTITUTED PRODUCT SUBMITTALS: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:

Dimensions.

Identification of products and materials included.

Notation of coordination requirements.

Notation of dimensions established by field measurement.

Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.

C. PRODUCT DATA: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

Manufacturer's printed recommendations.

Compliance with recognized trade association standards.

Compliance with recognized testing agency standards.

Application of testing agency labels and seals.

Notation of dimensions verified by field measurement.

Notation of coordination requirements.

Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

D. ENGINEER ACTION: Except for submittals for record, information or similar purposes, where action and return is required, the Architect or Engineer will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

NOTE!

Contractor must approve and stamp shop drawings with contractor's shop drawing stamp prior to submitting to architect. Architect will not review shop drawings if the contractor's shop drawing stamp is missing.



SECTION “01400”

GENERAL QUALITY CONTROL

GENERAL QUALITY CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. DEFINITIONS

1. This Section of the specifications specifies requirements for general quality control. The quality control for manufactured products are specified in individual work sections and other related sections of these specifications. The term general quality control shall include inspections and tests performed by independent agencies, governing authorities, as well as the Contractor.

1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS

A. OWNER RESPONSIBILITIES

1. The Owner may employ and pay for the services of an independent testing agency to provide the inspection and testing as required by these specifications.

B. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall provide inspections and tests specified or required by governing authorities, except where they are the Owner's responsibility and are stated as such, or are provided by another entity. Contractor shall be responsible for all concrete testing. Costs associated with reinspection and retests are to be paid for by the Contractor due to failure to meet specifications. No additional costs to the Owner for reinspection and retests shall be allowed.

2. The Contractor shall employ and pay an independent agency, to perform quality control services as specified as the Contractor's responsibility. The Owner may engage and pay for services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

3. Where the Owner has engaged an agency for testing and inspection part of the Work, and the Contractor is also required to engage an entity for the same element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

4. Retesting: The Contractor is responsible for retesting where results prove unsatisfactory and do not indicate compliance with Contract Documents, regardless of whether the original test was the Contractor's responsibility.

5. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

6. The Contractor shall cooperate with agencies performing inspections or tests and provide auxiliary services as requested. The Contractor will notify the agency in advance of operations to permit assignment of personnel.

7. The Contractor will provide access to the Work and will furnish; 1) incidental labor and facilities necessary to facilitate inspections and tests, 2) take representative samples of materials that require testing or assist the agency in taking samples, 3) provide facilities for storage and curing of samples, and deliver samples to testing laboratories, 4) provide a preliminary design mix proposed for use for material mixes that require control by the testing agency, and 5) provide security and protection of samples and test equipment at the Project site.

C. TESTING AGENCY RESPONSIBILITIES

1. The testing agency engaged to perform inspections, and testing of materials and construction shall cooperate with the Engineer and Contractor in performance of its duties, and provide qualified personnel to perform inspections and tests.

2. The agency shall notify the Engineer and Contractor promptly of deficiencies observed during performance of its services. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

1.03 COORDINATION OF TESTING AGENCY

A. COORDINATION

1. The Contractor and each agency engaged to perform inspections and tests shall coordinate the sequence of activities to accommodate services with a minimum of delay.

2. The Contractor and each agency shall coordinate activities to avoid removing and replacing construction to accommodate inspections and tests.

3. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

1.04 RESPONSIBILITY OF TESTING AGENCY

1. The Contractor is responsible for scheduling the inspections by all City or County Departments permitting the job for work installed under this contract. The Contractor shall have all final inspections complete prior to requesting a substantial completion inspection by the Engineer.

1.05 SUBMITTALS

1. The testing agency shall submit a certified written report of each inspection and test to the Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible, submit a certified written report of each inspection and test through the Contractor, in duplicate.

2. Additional copies of each report will be submitted to the governing authority, when the authority so directs.

3. Written reports of each inspection or test shall include, but not be limited to:

Date of inspection or test

Date of issue.

Project title and number.
Name, address and telephone number of testing agency.
Dates and locations of samples and tests or inspections.
Names of individuals making the inspection or test.
Designation of the Work and test method.
Identification of product and Specification Section.
Complete inspection or test data.
Test results and an interpretations of test results.
Ambient conditions at the time of sample-taking and testing.
Comments or professional opinion as to whether inspected or tested Work complies with
Contract Document requirements.
Name and signature of laboratory inspector.
Recommendations on retesting.

PART 2 – PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. All equipment and materials under these specifications shall be new and unused.

PART 3 - EXECUTION

3.01 INSTALLATION

A. PRE-INSTALLATION CONFERENCE

1. In advance of the installation of every major unit of work, a coordination meeting is to take place with the installers and representatives of manufacturers and fabricators to coordinate this work and the work, which has proceeded or will follow.

2. Progress meetings will be held at a frequency determined by the work effort. At each progress meeting a review of the progress of work will be discussed. The meeting will review such items as the requirements of the Contract Documents, related change orders, purchases, deliveries, shop drawings, product data, time schedules, safety, inspections and tests, possible conflicts and weather limitations. Minutes of the meeting will be distributed to all parties concerned.

3.02 INSTALLATION QUALITY CONTROL

A. MANUFACTURER'S INSTRUCTIONS

1. In the installation of manufactured products, comply with the manufacturer's applicable instructions and recommendations.

2. Inspect each item or equipment immediately prior to installation and reject damaged and/or defective items. Recheck measurements and dimensions of work.

B. GENERAL

1. Adjust, clean, lubricate and protect newly installed work from damage and/or the elements as necessary during the remainder of the construction period.



SECTION “01600”

PRODUCT REQUIREMENTS

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 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.
- 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.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances (if product is electrical).
- E. Submit product samples for Owner's final approval prior to Contractor placing the order with the supply house.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Use products as specified on the drawings.

2.02 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named. Submission must take place 7 days prior to date of bid opening.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. See Section 01650-1

3.02 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

3.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. 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 “01650”

PRODUCT SUBSTITUTIONS

PRODUCT SUBSTITUTION

1.0 SUBSTITUTION PROCEDURES

NOTE! ALL PRODUCT SUBSTITUTIONS REQUESTS MUST BE MADE A MINIMUM OF 7 DAYS PRIOR TO THE OPENING OF THE BIDS. THIS ALLOWS TIME FOR US TO REVIEW AND ACCEPT THE SUBSTITUTED PRODUCT PRIOR TO THE SUBMITTING OF THE BIDS.

A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

B. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide at minimum the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Public Housing Authority.
4. Waives claims for additional costs or time extension, which may subsequently become apparent.

C. Substitution Submittal Procedure:

1. Submit 3 copies of request for substitution for consideration. Limit each request to one proposed substitution.
2. Submit material product specification sheets and state what the product is being substituted for. Burden of proof is on Proposer to show that the substituted product is equal or better as compared to the specified product.
3. The firm of E. C. Fennell, Inc. will notify in writing of decision to accept or reject.

END OF SECTION



SECTION “01740”

CLOSEOUT SUBMITTALS

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 SECTIONS

- A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01026 – Measurement and Payment: Final payment applications and submittal forms.
- C. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples, and close out docs.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS (To be submitted in a labelled, indexed, and tabbed 3 ring binder, two hard copies, one digital copy)

- A. Project Record Documents: Submit documents to E. C. Fennell, Inc. with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two sets of revised final documents in final form within 10 days after final inspection. This section shall include cut sheets of all products used in the project.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten 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 ten 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. Project Manual
4. Change Orders and other modifications to the Contract.

B. Ensure entries are complete and accurate, enabling future reference by the 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. 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. All products used on this job shall be submitted in three ring indexed binder with product cut sheets and maintenance instructions included in the binder of each product. Two copies (two binders) shall be submitted.

3.03 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined or as otherwise noted in documents.

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. Place them in the 3 ring binder close out book.

3.04 FINAL PAYMENT APPLICATION SUBMITTAL

In addition to AIA Documents, G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all subcontractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.

END OF SECTION



SECTION “01800”

RELEASE OF LIEN DOCUMENTS

**THE PALM BEACH COUNTY HOUSING AUTHORITY
LIENOR'S PAID IN FULL AFFIDAVIT**

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Sealed Bid / Project No. BS – 2024 - 004

Project Name: Drexel Meter Stack & Circuit Replacement (Re-bid)

Before me the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who, after being first and duly sworn, upon oath disposes and says that all lienors contracting directly with or directly employed by them and all bills, ages, fees, claims or other charges in connection with the above stated project incurred by _____ have been paid in full.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of _____, 2024.

Lienor's Name _____

(Company Name) (SEAL) _____

Signed By (Officer of the company, min level VP) _____

Print Name: _____

Title (Officer of the company, min level VP) _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024.

By _____ and who is personally

known to me or produced _____ as identification and who did take an oath.

(NOTARY PUBLIC SEAL) Notary Public Print Name: _____

Notary Public Signature: _____

**THE PALM BEACH COUNTY HOUSING AUTHORITY
PARTIAL RELEASE OF LIEN – Subcontractor**

The undersigned lienor, in consideration of the partial payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien of labor, services, or materials furnished from _____, 2024 through _____, 2024.

On the job of The Palm Beach County Housing Authority for the construction of:

Sealed Bid/Project No. BS – 2024 – 004

Project Name: Drexel Meter Stack & Circuit Replacement (Re-bid)

This release does not cover any retention of labor , services, or materials furnished after the date specified.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 2024.

Lienor's Name: _____
(company name)

By _____
(Officer of the company, min level VP)

WITNESS:

Print Name: _____

_____ Title: _____

(Officer of the company, min level VP)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before this me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC SEAL

Notary Public Print Name _____

Notary Public Signature _____

**THE PALM BEACH COUNTY HOUSING AUTHORITY
PARTIAL RELEASE OF LIEN – Prime Contractor**

The undersigned lienor, in consideration of the partial payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien of labor, services, or materials furnished from _____, 2024 through _____, 2024.

On the job of The Palm Beach County Housing Authority for the construction of:

Sealed Bid/Project No. BS – 2024 – 004

Project Name: Drexel Meter Stack & Circuit Replacement (Re-bid)

This release does not cover any retention of labor , services, or materials furnished after the date specified.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 2024.

Lienor's Name: _____
(company name)

By _____
(Officer of the company, min level VP)

WITNESS:

Print Name: _____

_____ Title: _____

(Officer of the company, min level VP)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before this me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC SEAL

Notary Public Print Name _____

Notary Public Signature _____

**THE PALM BEACH COUNTY HOUSING AUTHORITY
FINAL RELEASE OF LIEN – Subcontractor**

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name) _____
for and in consideration of _____ Dollars (\$ _____)
(total amount of contract)

paid to me/us by _____, the contractor for The Palm Beach County Housing Authority, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

Drexel Meter Stack & Circuit Replacement (Re-bid) – BS – 2024 – 004

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 2024.

Lienor's Name: _____
(company name)

By _____
(Officer of the company, min level VP)

WITNESS:

Print Name: _____

_____ Title: _____

(Officer of the company, min level VP)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before this me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC SEAL

Notary Public Print Name _____
Notary Public Signature _____

**THE PALM BEACH COUNTY HOUSING AUTHORITY
FINAL RELEASE OF LIEN – Prime contractor**

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name) _____
for and in consideration of _____ Dollars (\$ _____)
(total amount of contract)

paid to me/us by _____, the contractor for The Palm Beach County Housing Authority, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

Drexel Meter Stack & Circuit Replacement (Re-bid) – BS – 2024 – 004

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 2024.

Lienor's Name: _____
(company name)

By _____
(Officer of the company, min level VP)

WITNESS:

Print Name: _____

_____ Title: _____

(Officer of the company, min level VP)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before this me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC SEAL

Notary Public Print Name _____
Notary Public Signature _____