

**Project Manual For**

**Wilson Apartments  
Electrical Equipment Replacement**

**Prepared for:**

**St. Cloud Housing & Redevelopment  
Authority (HRA)**



**May 2026**

**Stantec Project No. 193807451**

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**SECTION 00 01 05**

**PROFESSIONAL CERTIFICATIONS**

**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Michael T. FitzPatrick*

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Michael T. FitzPatrick, PE

Date: May 4, 2026      License # 53078

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## SECTION 00 11 13

### ADVERTISEMENT FOR BIDS

Sealed Bids will be received by St. Cloud Housing and Redevelopment Authority (HRA), at 1225 W. Saint Germain St., St. Cloud, Minnesota 56301, until **10:00 A.M. CDT, Tuesday, June 9, 2026**, at which time they will be publicly opened and read aloud for the furnishing of all labor, materials, and all else necessary for the following:

#### **WILSON APARTMENTS ELECTRICAL EQUIPMENT REPLACEMENT**

In general, Work consists of replacement of existing electrical distribution equipment serving Wilson Apartments, including panelboards, unit load centers, feeders, branch circuit reconnections, demolition of replaced electrical equipment, temporary power and outage coordination, and related appurtenances.

Complete digital Bidding Documents are available at [www.questcdn.com](http://www.questcdn.com) for \$30.00 by entering **QuestCDN eBidDoc #10199600** on the website's Project Search page. Paper Bidding Documents may also be viewed at the St. Cloud Housing and Redevelopment Authority (HRA), 1225 W. Saint Germain St., St. Cloud, Minnesota 56301.

A non-mandatory **Pre-Bid** conference for the Project will be held on **Thursday, May 21, 2026, at 10:00 A.M. CDT at Wilson Apartments, 41 3rd Ave NE, St. Cloud, Minnesota 56304**. Bidders will be provided an opportunity to review existing conditions, building access, staging areas, and outage coordination requirements.

Direct inquiries to Engineer's Project Manager, Michael T. FitzPatrick, at (612) 712-2045 and [MIKE.FITZPATRICK@STANTEC.COM](mailto:MIKE.FITZPATRICK@STANTEC.COM).

Bid Security in the amount of 5 percent of the amount of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract in the best interests of the Owner.

The successful Bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers

that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

This Project is subject to applicable prevailing wage requirements and Build America, Buy America (BABA) requirements. Refer to the BABA requirements and compliance forms included with the Bidding Documents.



BIDDER: \_\_\_\_\_

DOCUMENT 00 41 10

**BID FORM**

WILSON APARTMENTS ELECTRICAL EQUIPMENT REPLACEMENT

PROJECT NO. 193807451

ST. CLOUD HOUSING AND REDEVELOPMENT AUTHORITY (HRA)

2026

**ARTICLE 1 - OWNER AND BIDDER**

1.01 This Bid is submitted to:

ST. CLOUD HOUSING AND REDEVELOPMENT AUTHORITY (HRA)

PAUL SOENNEKER, PROJECT MANAGER

1225 WEST SAINT GERMAIN STREET

ST CLOUD, MN 56301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents

**ARTICLE 2 - ATTACHMENTS TO THIS BID**

2.01 The following documents are to be submitted consistent with Section 00 21 13:

- A. Required Bid Security, as specified
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data.

**ARTICLE 6 - TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 Bid Acceptance Period

- A. The Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 Instructions to Bidders

- B. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.

7.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

7.04 Bidder's Acknowledgements

- A. Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. Bidder will complete the Work in accordance with the Contract Documents for the price(s) included in the Bid.

**ARTICLE 8 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  6. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    - c. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

| No.                   | Item   | Units | Qty | Unit Price | Total Price |
|-----------------------|--|-------|-----|------------|-------------|
| <b>BASE BID:</b>      |  |       |     |            |             |
| 1                     | MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO COMPLETE THE SCOPE OF WORK DEFINED IN THE CONSTRUCTION DOCUMENTS AND IN THE PROJECT MANUAL. | LS    | 1   | \$ _____   | \$ _____    |
| <b>TOTAL BASE BID</b> |  |       |     |            | \$ _____    |

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of 5 percent.

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 2026.

If Bidder Is:

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_ (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business Street Address (No P.O. Box #'s):

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email.: \_\_\_\_\_

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business Street Address (No P.O. Box #'s):  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner)

Name (typed or printed): \_\_\_\_\_

Business Street Address (No P.O. Box #'s):  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

A Joint Venture

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Street Address (No P.O. Box #'s):  
\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and Fax Number, and Address for receipt of official communications:  
\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

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# 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. 1/31/2027)

**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.

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## 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**

retain ten (10) percent of the amount of progress

- (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 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 an 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.

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#### 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.

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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.

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# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative 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 subawards at all tiers (including subcontracts, subgrants, 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i> :<br><br><b>Congressional District, if known:</b>   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br><b>Congressional District, if known:</b>                                    |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, <i>if applicable</i> : _____  |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>   |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |  |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)   |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Section 3 Business Self-Certification Form**

**Business Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Does your business qualify as a Section 3 Business based on the definition in 24 CFR Part 75.5?**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

If **YES**, check the box below under which subcategory you qualify:

**A Business Concern meeting at least one of the following criteria, documented within the last six-month period:**

1. \_\_\_\_\_ It is at least 51 percent owned and controlled by low- or very low-income persons (see the annual limit established by HUD)
2. \_\_\_\_\_ Over 75 percent of the labor hours performed for the business over the prior 3 month period are performed by Section 3 Workers (See 24 CFR Part 75.5 and 75.11 for definition of a Section 3 Worker)
3. \_\_\_\_\_ It is a business at least 51 percent or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If awarded the contract, the contractor will be responsible for providing documentation of their Section 3 status. Documentation can include, but is not limited to:

1. Proof of business ownership.
2. Three months of payroll review to establish the 75 percent rule.
3. Lease or proof of residency in public housing or Section 8-assisted housing.

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the Section 3 Business Registry database. Section 3 Business Concerns are not exempt from meeting the specifications of the contract or other Section 3 requirements and obligations. Information that is misrepresented on this form will be grounds for terminating Section 3 certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Section 3 Worker:

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

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (*2025 limit \$57,800.00*)

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

(iii) The worker is a YouthBuild participant.

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

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

Targeted Section 3 Worker:

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

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

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

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

(iii) A YouthBuild participant.

## RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE St. Cloud Housing and Redevelopment Authority

The purpose of this document is to certify contractor compliance with Minnesota Statutes, Section [16C.285](#), subdivision 3. Covered contractors must sign the certification below and if subcontractors will be used under the contract, must comply with subdivision 7 requirements as to subcontractors.

**Responsible Contractor, Minimum Criteria.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:
  - i. is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
  - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section [177.24](#), [177.25](#), [177.41](#) to [177.44](#), [181.03](#), [181.101](#), [181.13](#), [181.14](#), or [181.722](#), and has not violated United States Code, [title 29, sections 201 to 219](#), or United States Code, [title 40, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
  - ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section [177.27](#);
  - v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. has been determined to have violated Minn. Stat. §§ 181.03 (prohibited wage practices and retaliation), 181.101 (payment of wages) or 609.52, subd. 2 (19) (criminal wage theft)
  - vii. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section [181.723](#) or chapter [326B](#). For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;\*
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section [363A.36](#) revoked or suspended based on the provisions of section [363A.36](#), with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;\*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and\*
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

\*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

### Certification

**By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:**

- 1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),**
- 2. That contractor has in place, and will continue maintain, records required to be kept by an employer and those records will either be kept at the place where employees are working or kept in a manner that allows the employer to comply with the commissioner’s demand within 72 hours (section 177.30)**
- 3. Contractor has carefully reviewed the 2019 revisions to Chapter 181 (employee wage protections) including section 181.101 (wages—how often paid) and section 16C.285 subdivision 3 (responsible contractor), section 177.30 (maintenance of records) and is in full compliance with the amended statutes**
- 4. I have included Attachment A-1, and**
- 5. if contractor is awarded a contract, I or another owner or officer will also submit a HRA subcontractor compliance form prior to execution of the contract (applicable to prime contractors only). If subcontractors are subsequently added to the project Contractor must file a supplemental subcontractor compliance form.**

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature of Owner or Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email and Phone Number



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**Extras, Change Orders and Waiver**

TO: All Contractors and Suppliers

RE: Extras, Change Orders and Waiver

Any and all additional work which deviates from the original contract price shall be at your own risk unless authorized in writing by the HRA prior to said work occurring.

Any and all changes must be documented by a written change order signed by the HRA/Representative. Other employees of the HRA do not have express, implied or apparent authority to authorize additional work for the HRA. Verbal agreements or orders shall not constitute authorization and any work done pursuant to a verbal agreement or order shall be at your peril. This notice also constitutes your written waiver of any benefits conferred under a claim based on a quasi contract if and when work occurs pursuant to a verbal agreement or order.

Please sign and return this to:

THE ST. CLOUD HOUSING AND  
REDEVELOPMENT AUTHORITY

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Its: Executive Director  
1225 West St. Germain Street  
(320) 252-0880  
(320) 252-0889 Fax

By \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**VERIFICATION OF SUB-SUBCONTRACTORS AND SUPPLIERS**

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to the HRA at least 10 days prior to commencing your work. This form must be returned to us before your first pay request will be processed and it must be updated before all other pay requests are processed.

If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it to the HRA.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers is complete, including any and all suppliers of labor and material to and for the Project.

|      |        |                      |
|------|--------|----------------------|
| Firm | Amount | Contact Person/Phone |
|------|--------|----------------------|

|      |        |                      |
|------|--------|----------------------|
| Firm | Amount | Contact Person/Phone |
|------|--------|----------------------|

|      |        |                      |
|------|--------|----------------------|
| Firm | Amount | Contact Person/Phone |
|------|--------|----------------------|

|      |        |                      |
|------|--------|----------------------|
| Firm | Amount | Contact Person/Phone |
|------|--------|----------------------|

Firm

By \_\_\_\_\_  
(Print Name)  
Its \_\_\_\_\_  
(Print Title)

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Wilson

"General Decision Number: MN20260031 01/02/2026

Superseded General Decision Number: MN20250031

State: Minnesota

Construction Type: Building

County: Benton County in Minnesota.

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

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Modification Number      Publication Date  
0                              01/02/2026

SAMN2024-015 12/23/2024

|   | Rates    | Fringes |
|---|----------|---------|
| ARTICULATED HAULER.....                                 | \$ 46.51 | 26.90   |
| ASBESTOS ABATEMENT WORKER.....                          | \$ 41.23 | 25.99   |
| BLASTER   |          |         |
| -\$950,000.....   | \$ 27.36 | 17.69   |
| +\$950,000.....   | \$ 29.11 | 17.69   |
| BOILERMAKER.....  | \$ 48.35 | 31.93   |
| BOOM TRUCK.....   | \$ 46.51 | 26.90   |
| BRICKLAYER.....   | \$ 43.41 | 28.50   |
| CARPENTER.....  | \$ 36.55 | 29.03   |
| CARPET LAYER (LINOLEUM).....                            | \$ 39.03 | 25.43   |
| CEMENT MASON.....                                       | \$ 50.06 | 25.45   |
| Drywall Taper.....                                      | \$ 35.31 | 24.43   |
| ELECTRICIAN.....  | \$ 41.00 | 23.10   |
| ELEVATOR CONSTRUCTORS.....                              | \$ 62.52 | 45.36   |
| FLAG PERSON.....  | \$ 37.66 | 23.97   |
| GLAZIER.....  | \$ 36.49 | 21.85   |
| HEATING AND FROST INSULATORS.....                       | \$ 57.24 | 31.95   |
| IRONWORKER.....   | \$ 44.85 | 35.72   |
| LABORER: Common or General<br>(GENERAL LABOR WORK)..... | \$ 37.66 | 24.41   |

|  |          |       |
|--|----------|-------|
| LABORER: Landscape<br>(GARDENER, SOD LAYER AND<br>NURSERY OPERATOR).....   | \$ 31.66 | 22.78 |
| LABORER: Skilled (ASSISTING<br>SKILLED CRAFT JOURNEYMAN).....  | \$ 37.66 | 24.41 |
| LANDSCAPING EQUIPMENT<br>(INCLUDES HYDRO SEEDER OR<br>MULCHER, SOD ROLLER, FARM<br>TRACTOR WITH ATTACHMENT<br>SPECIFICALLY SEEDING,<br>SODDING, OR PLANT, AND<br>TWO-FRAMED FORKLIFT<br>(EXCLUDING FRONT,<br>POSIT-TRACK, AND SKID STEER<br>LOADERS), NO EARTHWORK OR<br>GRADING FOR ELEVATIONS).....                            | \$ 26.89 | 19.31 |
| LATHER.....  | \$ 36.55 | 26.85 |
| MILLWRIGHT.....  | \$ 41.66 | 35.40 |
| OFF-ROAD TRUCK.....  | \$ 19.50 | 3.00  |
| PAINTER (INCLUDING HAND<br>BRUSHED, HAND SPRAYED, AND<br>THE TAPING OF PAVEMENT<br>MARKINGS).....  | \$ 34.23 | 25.28 |
| Piledriver (INCLUDING<br>VIBRATORY DRIVER OR EXTRACTOR<br>FOR PILING AND SHEETING<br>OPERATIONS).....  | \$ 41.14 | 27.05 |
| PIPEFITTER/STEAMFITTER.....  | \$ 48.24 | 34.70 |
| PIPELAYER (WATER, SEWER AND<br>GAS).....   | \$ 47.50 | 26.12 |
| PLASTERER.....   | \$ 33.22 | 18.33 |
| PLUMBER.....   | \$ 54.79 | 30.58 |
| POWER EQUIPMENT OPERATOR:<br>(Commercial Group 1).....   | \$ 49.25 | 25.20 |
| HELICOPTER PILOT; TOWER CRANE 250 FEET AND OVER; TRUCK CRAWLER<br>CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB  |          |       |
| POWER EQUIPMENT OPERATOR:<br>(Commercial Group 2).....   | \$ 50.64 | 26.90 |
| TOWER CRANE 200 FEET AND OVER; CONCRETE PUMP WITH 50<br>METERS/164 FEET OF BOOM AND OVER; PILE DRIVING WHEN THREE<br>DRUMS IN USE; TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP<br>TO AND NOT INCLUDING 200 FEET, INCLUDING JIB   |          |       |
| POWER EQUIPMENT OPERATOR:<br>(Commercial Group 3).....   | \$ 21.00 | 2.50  |
| ALL-TERRAIN VEHICLE CRANES; CONCRETE PUMP 32-49 METERS/102-164<br>FEET; DERRICK (GUY & STIFFLEG); SELF-ERECTING TOWER CRANE 100<br>FEET AND OVER MEASURED FROM BOOM FOOT PIN; STATIONARY TOWER<br>CRANE UP TO 200 FEET; TRAVELING TOWER CRANE; TRUCK OR CRAWLER<br>CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB |          |       |
| POWER EQUIPMENT OPERATOR:  |          |       |

POWER EQUIPMENT OPERATOR:

(Commercial Group 4).....\$ 48.68 26.40  
CRAWLER BACKHOE INCLUDING ATTACHMENTS; FIREPERSON, CHIEF  
BOILER LICENSE; HOIST ENGINEER (THREE DRUMS OR MORE);  
LOCOMOTIVE; OVERHEAD CRANE (INSIDE BUILDING PERIMETER);  
TRACTOR . BOOM TYPE

POWER EQUIPMENT OPERATOR:

(Commercial Group 5).....\$ 46.51 26.90  
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES);  
CONCRETE MIXER; CONCRETE PUMP UP TO 31 METERS/101 FEET OF  
BOOM; DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN  
USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION;  
FORKLIFT; FRONT END, SKID STEER 1 C YD AND OVER; HOIST  
ENGINEER (ONE OR TWO DRUMS); MECHANIC (ON POWER EQUIPMENT);  
POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND  
OVER); PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES);  
SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM  
FOOT PIN; STRADDLE CARRIER; TRACTOR OVER D2; WELL POINT PUMP

POWER EQUIPMENT OPERATOR:

(Commercial Group 6).....\$ 44.82 26.90  
CONCRETE BATCH PLANT; FIREPERSON, FIRST CLASS BOILER LICENSE;  
FRONT END, SKID STEER UP TO 1 C YD; GUNITE MACHINE; TRACTOR  
OPERATOR D2 OR SIMILAR SIZE; TRENCHING MACHINE (SEWER, WATER,  
GAS) EXCLUDES WALK BEHIND TRENCHER

POWER EQUIPMENT OPERATOR:

(Commercial Group 7).....\$ 43.55 26.90  
AIR COMPRESSOR 600 CFM OR OVER; BRAKEPERSON; CONCRETE  
PUMP/PUMPCRETE OR COMPLACO TYPE; FIREPERSON, TEMPORARY HEAT  
SECOND CLASS BOILER LICENSE; OILER (POWER SHOVEL, CRANE, TRUCK  
CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER  
SIMILAR POWER EQUIPMENT); PICK UP SWEEPER (ONE CUBIC YARD  
HOPPER CAPACITY); PUMP AND/OR CONVEYOR

POWER EQUIPMENT OPERATOR:

(Commercial Group 8).....\$ 16.10 6.00  
ELEVATOR OPERATOR; GREASER; MECHANICAL SPACE HEATER (TEMPORARY  
HEAT NO BOILER LICENSE REQUIRED)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 2).....\$ 42.64 26.87  
GRADER OR MOTOR PATROL; TUGBOAT 100 H.P. AND OVER WHEN LICENSE  
REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 42.14 26.40  
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; DERRICK (GUY OR  
STIFFLEG)(POWER)(SKIDS OR STATIONARY); DREDGE OR ENGINEERS,  
DREDGE (POWER) AND ENGINEER; LOCOMOTIVE CRANE OPERATOR; TANDEM  
SCRAPER; TUGBOAT 100 H.P AND OVER

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 41.81 26.87  
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR);  
BACKFILLER OPERATOR; BITUMINOUS ROLLERS, RUBBER TIED OR STEEL  
DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND  
FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING  
AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED  
PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH  
ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES  
PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER  
AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING  
MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE;  
CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL

WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE;  
 DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DUAL  
 TRACTOR; ELEVATING GRADER; GPS REMOTE OPERATING OF EQUIPMENT;  
 HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR  
 PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE  
 GRADE, OR TRIMMER MACHINE; PAVEMENT BREAKER OR TAMPING MACHINE  
 (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PIPELINE WRAPPING,  
 CLEANING OR BENDING MACHINE; POWER ACTUATED HORIZONTAL BORING  
 MACHINE, OVER SIX INCHES; PUGMILL; RUBBER-TIRED FARM TRACTOR  
 WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED  
 SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER  
 AND BALLAST MACHINE; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH  
 PTO UNRELATED TO LANDSCAPING; TUB GRINDER, MORBARK, OR SIMILAR  
 TYPE

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 38.99                    26.87  
 BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE  
 BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); HYDRAULIC  
 LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST  
 HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED JACK;  
 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT  
 COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE  
 (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND  
 AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER  
 (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 38.05                    26.40  
 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING  
 DISK OR ROLLER; DREDGE DECK HAND; GRAVEL SCREENING PLANT  
 (PORTABLE NOT CRUSHING OR WASHING); LEVER PERSON; POWER  
 SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION,  
 INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50  
 H.P., UNRELATED TO LANDSCAPING

ROOFER.....\$ 41.06                    22.68  
 SHEET METAL WORKER.....\$ 48.15                    29.12  
 SIGN ERECTOR.....\$ 34.69                    19.88  
 SPRINKLER FITTER.....\$ 43.53                    26.67

Survey Field Technician  
 (OPERATE TOTAL STATION, GPS  
 RECEIVER, LEVEL, ROD OR RANGE  
 POLES, STEEL TAPE  
 MEASUREMENT; MARK AND DRIVE  
 STAKES; HAND OR POWER DIGGING  
 FOR AND IDENTIFICATION OF  
 MARKERS OR MONUMENTS; PERFORM  
 AND CHECK CALCULATIONS;  
 REVIEW AND UNDERSTAND  
 CONSTRUCTION PLANS AND LAND  
 SURVEY MATERIALS).....\$ 34.13                    22.27

TERRAZZO WORKER.....\$ 46.27                    26.64  
 TILE FINISHER.....\$ 14.00                    0.00  
 TILE SETTER.....\$ 40.64                    12.47

TRAFFIC CONTROL PERSON  
 (TEMPORARY SIGNAGE).....\$ 16.00                    6.00

|  |       |
|--|-------|
| TRUCK DRIVER (Group 1).....\$ 33.00  | 5.43  |
| MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)  |       |
| TRUCK DRIVER (Group 2).....\$ 27.40  | 6.91  |
| FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK  |       |
| TRUCK DRIVER (Group 3).....\$ 35.60  | 24.55 |
| BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS   |       |
| TRUCK DRIVER (Group 4).....\$ 23.00  | 6.76  |
| BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P. |       |
| UNDERGROUND AND OPEN DITCH   |       |
| LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....\$ 45.50   | 26.12 |
| WIRING SYSTEM TECHNICIAN.....\$ 47.73  | 22.24 |
| WIRING SYSTEMS INSTALLER.....\$ 33.44  | 17.82 |

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION  
"

# Contractor's Certification

Concerning Labor Standards and Prevailing Wage Requirements

This is to certify that: \_\_\_\_\_

\_\_\_\_\_  
(Contractor's Company Name & Address)

has executed a contract with St. Cloud HRA \_\_\_\_\_  
(Grantee)

for the construction of \_\_\_\_\_  
(Project)

identified as Project Number \_\_\_\_\_ and acknowledges that:  
(Grant #)

1. The Labor Standards Provisions are included in the aforesaid contract.
2. Correction of any of the aforesaid conditions, including infractions by any of his/her subcontractors and any lower tier subcontractors is this contractor's responsibility;
3. Neither he/she nor any firm, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to section 5.6(b) of the regulations of the Secretary of Labor, part 5 (29 CFR, part 5) or pursuant to section 3(a) of the Davis Bacon Act. As amended (40 U.S.C. 276a-2(a)).
4. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
5. Contractor agrees to obtain and forward to the Grantee or Grantee's Representative within ten (10) days after the execution of any subcontract, a Subcontractor's Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements.

**Contractor's Federal ID# (or SSN)** \_\_\_\_\_

Type of Entity (Check One)     Single Proprietorship     Partnership  
    Corporation      Other Organization

List below the name, title and address of the owner, partner, or officers of the entity:

| Name  | Title | Address |
|-------|-------|---------|
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |

Signature of Owner or Officer: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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# Sub-Contractor's Certification

Concerning Labor Standards and Prevailing Wage Requirements

This is to certify that: \_\_\_\_\_

\_\_\_\_\_  
(Contractor's Company Name & Address)

has executed a contract with \_\_\_\_\_  
(Contractor or Subcontractor)

for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(Project)

in the construction of the above identified project, certifies that:

1. The Labor Standards Provisions are included in the aforesaid contract.
2. Neither he/she nor any firm, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to section 5.6(b) of the regulations of the Secretary of Labor, part 5 (29 CFR, part 5) or pursuant to section 3(a) of the Davis Bacon Act. As amended (40 U.S.C. 276a-2(a)), or by the Department of Housing & Urban Development.
3. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
4. Subcontractor agrees to obtain and forward to the contractor for transmittal to the Department of housing and Urban Development, within 10 days after the execution of any lower tier subcontract, a subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. HUD form No.\_\_\_\_, executed by the lower tier subcontractor in duplicate.

**Contractor's Federal ID# (or SSN)** \_\_\_\_\_

Type of Entity (Check One)     Single Proprietorship     Partnership  
    Corporation      Other Organization

List below the name, title and address of the owner, partner, or officers of the entity:

| Name  | Title | Address |
|-------|-------|---------|
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |
| _____ | _____ | _____   |

Signature of Owner or Officer: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Basic description of the Project and Work restrictions.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

##### 1.03 SUMMARY OF WORK

- A. Project Name: **Wilson Apartments Electrical Equipment Replacement** for the St. Cloud HRA.
- B. Description of Work: Project consists of replacement of existing electrical distribution equipment, panelboards, unit loadcenters, feeders, branch circuit reconnections, demolition of replaced electrical equipment, temporary power and outage coordination, and associated work as indicated in the Contract Documents.

##### 1.04 COMPLETION DATES

- A. Substantial Completion: Set forth in the Agreement.
- B. Final Completion: Set forth in the Agreement.

##### 1.05 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

##### 1.06 WORK RESTRICTIONS

- A. Use of Site
  - 1. The existing apartment building shall remain occupied and operational during construction.
  - 2. Keep existing building entrances, sidewalks, driveways, parking areas, fire lanes, and accessible routes clear and available for use by residents, visitors, building staff, emergency responders, deliveries, and refuse/recycling collection except where temporary restrictions are approved in advance by the Owner.
  - 3. Limit construction activities, material storage, staging, and parking to areas approved by the Owner.
  - 4. If additional space is needed, obtain and pay for such space off Site.

B. Access to Site

1. Coordinate construction access, material deliveries, staging, and parking with the Owner prior to beginning Work.
2. Do not block building entrances, tenant access routes, emergency access routes, or refuse/recycling collection areas without prior approval from the Owner.
3. Maintain safe pedestrian access to and from the building throughout construction.

C. Coordination with Owner and Building Staff

1. Contractor shall coordinate use of the Site with the St. Cloud HRA and Wilson Apartments building staff at the project kickoff meeting prior to beginning Work.
2. Coordination shall include, but is not limited to, construction access, building access, tenant space access, staging areas, material storage, deliveries, contractor parking, work hours, security requirements, and procedures for temporary electrical outages.
3. Do not use building areas, parking areas, or exterior site areas for staging, storage, or parking without prior approval from the Owner.
4. Maintain access for residents, visitors, building staff, emergency responders, deliveries, and refuse/recycling collection except where temporary restrictions are approved in advance by the Owner.

D. Tenant Coordination and Building Operations

1. The building will remain occupied by residents during construction.
2. Schedule Work to minimize disruption to residents and building operations.
3. Coordinate access to dwelling units, common areas, electrical rooms, and other occupied or secured spaces with the Owner.
4. Provide advance notice to the Owner for Work requiring access to tenant spaces or interruption of building services.

E. Electrical Outages

1. Coordinate electrical outages with the St. Cloud HRA and Wilson Apartments building staff.
2. All electrical outages shall be pre-approved by the Owner prior to the outage.
3. Unless specifically pre-approved by the Owner prior to the outage, electrical outages shall be limited to one continuous block of time not exceeding 8 hours.
4. Contractor shall assume electrical outages are limited to 8 hours or less unless longer outage durations are specifically discussed with and approved by the Owner prior to the outage.
5. Provide advance notice of required outages as specified in the Contract Documents or as required by the Owner.
6. Do not interrupt electrical service without prior approval from the Owner.
7. Minimize outage durations and restore service promptly after completion of outage-related Work.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## SECTION 01 20 00

### PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Administrative and procedural requirements for allowances, Alternates, pricing of Work, and request for payment procedures.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

##### 1.03 UNIT PRICES

- A. Provide access and assist Engineer in determining actual quantities of Unit Price work.
- B. Provide documentation to substantiate Unit Price work.
- C. If the Contractor delivers and places more of any material that is paid for on a Unit Price basis than is required to perform the Work and thereby causes the materials to be wasted, the quantity wasted will be deducted from the final measurement for that item.

##### 1.04 INCREASED/DECREASED QUANTITIES

- A. No claim for adjustment in unit price compensation due to increased or decreased quantities is allowed.
- B. Certain proposal work items are included in anticipation of the possibility that conditions may be encountered which require this work. The estimates of quantities for these proposal items are based upon general experience in the area. They are included in the work to establish a unit price in the event that such work is necessary to complete the project. The quantity is not guaranteed and the extent of the work required will be dependent upon prevailing conditions. As such, no unit price adjustments for any magnitude of increased or decreased quantities is allowed for such work.

##### 1.05 PAYMENT PROCEDURES

- A. Owner will provide initial Application for Payment Form at the Preconstruction Conference.
- B. Submit 1 preliminary copy of progress payment application to the Owner for review, consistent with the General Conditions. Submit 4 signed copies of Application for Payment to Owner prior to the dates identified at the Preconstruction Conference.
- C. Attach the following supporting documentation, in addition to the requirements of the General Conditions:
  - 1. Documentation to substantiate Unit Price work.

2. Wage reports, etc. required by the Owner.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. General requirements for overall Project coordination.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

##### 1.03 UTILITIES

- A. Notify Gopher State One Call before starting construction activities requiring excavation, trenching, or utility locates at the Site.
- B. Project Utility Sources: Coordinate Work with the following utility owners. The following utilities are known to be on or adjacent to the Site and are shown on the Drawings in a general way:
  - 1. Water: Owner.
  - 2. Sanitary Sewer: Owner.
  - 3. Storm Sewer: Owner.
  - 4. Electric: Xcel Energy.
  - 5. Gas: Xcel Energy.
  - 6. Telephone: Century Link or Charter Spectrum.
- C. Owner requires a 48-hour notice for all utility interruptions.

##### 1.04 PERMITS

- A. Comply with the stipulations of the following permits, which have been applied for and will be furnished by the Owner:
  - 1. None.
- B. Apply for, obtain, and comply with other permits, licenses, and approvals which may be required for the Project.
- C. Permits may include, but are not limited to, electrical permits, building permits, right-of-way permits, excavation permits, utility permits, and other permits required by the authorities having jurisdiction.

## 1.05 PROJECT MEETINGS

### A. Administrative Requirements

1. Project Superintendent or persons designated by the Contractor to attend and participate in Project meetings shall have authority to commit the Contractor to solutions agreed upon in Project meetings.
2. Engineer will set the time and site and prepare the agenda for meetings.
3. Engineer will prepare meeting minutes and distribute one copy to Contractor. Notify Engineer of inaccuracies or discrepancies in the meeting minutes within 5 calendar days of receipt of the minutes.
4. The attendance and cooperation of subcontractors and suppliers may be required.

### B. Preconstruction Conference

1. Before any Work at the Site is started, a conference attended by the Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding of all parties pertaining to the Work.
2. Meeting topics may include project schedule, use of Site, building access, tenant coordination, outage coordination, submittals, applications for payment, electronic transmittals, required records, and other administrative procedures.
3. Requirements for preconstruction submittals shall be consistent with Section 01 33 00.

### C. Progress Meeting Procedures

1. Not Used

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes
  - 1. General procedures and requirements for submittals during the course of construction.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SEQUENCING AND SCHEDULING

- A. Schedule submittals consistent with the Contractor's schedule of shop drawings.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

3.01 CONSTRUCTION SCHEDULE

- A. After project award, Contractor to provide the Engineer and Owner with a preliminary construction schedule, showing estimated starting date, duration of work tasks, and estimated completion date.

3.02 EMERGENCY CONTACT LIST

- A. Before any Work at the Site is started, submit a typed list on 8.5 by 11-inch paper outlining 24-hour on-call contacts for the Project. This list shall include the Contractor's safety representative, key representatives from the Contractor, subcontractors, and suppliers. Include the following information for each contact:
  - 1. Company name.
  - 2. Contact person(s).
  - 3. Local and mobile phone numbers.
  - 4. Email address.
  - 5. Fax number.

3.03 SHOP DRAWINGS AND MANUFACTURERS' INFORMATION

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. The minimum sheet size shall be 8.5 inches by 11 inches. Non-legible copies will not be reviewed.

- C. Submit a minimum of 3 copies of shop drawings, plus the quantity of copies the Contractor wants returned. Each copy shall contain the following information:
  - 1. Date of submission and date of any previous submittals.
  - 2. Project Title.
  - 3. Names Of: Contractor, subcontractor, supplier, and manufacturer.
  - 4. Identification of product and Specification Section number.
  - 5. Identification of revisions from previous submittals.
  - 6. A 4-inch by 4-inch blank space for the Engineer's stamp.
  
- D. Engineer's review will be in conformance with the requirements of the General Conditions, except as modified herein.
  
- E. Engineer will stamp shop drawings and indicate requirements for Contractor's review or resubmittal as follows:
  - 1. "Reviewed" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - 2. "Reviewed as Noted" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, except as noted by Engineer.
  - 3. "Revise and Resubmit" – Appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Work cannot proceed until the submittal is revised and resubmitted conforming to the resubmittal procedures described in the General Conditions.
  
- F. Engineer will return reviewed submittals to Contractor by email.

#### 3.04 TEST REPORTS

- A. Submit 3 copies of all inspections, tests, and approvals required in the Specification.

### **END OF SECTION**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes
  - 1. Information required for conformance to regulatory requirements.
  - 2. Quality assurance.
  - 3. Procedures to measure and report the quality and performance of the Work.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. Laboratory test results or analysis.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.

1.06 LABORATORY REPORTS

- A. After each inspection and test, submit 3 copies of Laboratory Report to Engineer.
- B. Include: Date issued, Project title and number, name of inspector, date and time of sampling or inspection, identification of product and Specifications Section, location in the Project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents.

1.07 LABORATORY RESPONSIBILITIES

- A. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
- B. Ascertain compliance with the requirements of the Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

1.08 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop Work.

1.09 MANUFACTURER'S CERTIFICATES

- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.

1.10 MANUFACTURER'S FIELD SERVICES

- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### **PART 1 GENERAL**

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Arrange for and provide temporary facilities and controls. Pay all costs until final acceptance of the Work.
  - 2. Make all temporary connections to utilities and services in locations acceptable to the Engineer and local authorities having jurisdiction. Furnish all necessary labor and materials. Maintain connections and remove the temporary installation and connections when no longer required.
  - 3. Temporary construction sign.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All other Work and costs of this Section shall be incidental to the Project and be included in the Total Base Bid.

##### 1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction," 2025 Edition (MnDOT Spec.).
- B. The Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), including the Field Manual on Temporary Traffic Control Zone Layouts – Latest edition.

##### 1.04 SUBMITTALS

- A. If traffic management and control beyond that shown on the Drawings and specified is proposed, submit a Traffic Management and Control Plan consistent with Section 01 33 00. Plan shall include the following information:
  - 1. Haul and access routes.
  - 2. Traffic control measures.
  - 3. Permits or applications required by local authorities.
  - 4. Temporary facilities required.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

##### 3.01 MOBILIZATION

- A. Move personnel, equipment, materials, and all other items required to complete the Work at the Site.
- B. Establish Contractor offices, building, or other facilities necessary for Work on the Project.

- C. Temporarily hold or relocate utilities and any miscellaneous structures, such as signs, power poles, guy wires, and mailboxes disturbed.

### 3.02 TEMPORARY UTILITIES

- A. Provide and maintain all temporary facilities, utilities, and controls as long as needed for the safe and proper completion of the work. Remove all temporary facilities, utilities, and controls as rapidly as progress will permit or as directed by Engineer.
- B. Temporary Water for Construction
  - 1. Contractor may obtain water from Owner at a hydrant attached to the potable water line as approved by the Owner. There is no charge for water use during construction.
- C. Temporary Electricity
  - 1. Contractor may use permanent electric service at outlets as approved by the Owner. Owner will pay for electricity.

### 3.03 CONSTRUCTION FACILITIES

- A. Sanitary Facilities
  - 1. Comply with all governing regulations, including safety and health codes, for sanitary fixtures and facilities.
  - 2. Provide self-contained toilet units, or water and sewer connected temporary toilet facilities, consistent with governing regulations. Contractor may not use Owner's toilet facilities.
  - 3. Provide and maintain adequate supply of toilet tissue, paper towels, paper cups, and similar disposable materials appropriate for each facility. Provide appropriate covered waste containers for used material.

### 3.04 TRAFFIC CONTROL

- A. Provide and maintain all traffic control devices needed to guide, warn, control, and protect traffic throughout the Site. All traffic control devices and other protective measures shall conform to MMUTCD.
- B. Remove traffic control devices at the conclusion of the Work.
- C. Flaggers are required to protect construction vehicles during unloading or construction materials. Conform to the requirements of the MMUTCD, the Flagging Handbook included in the Field Manual for Temporary Traffic Control Zone Layouts, and the following; while on duty flaggers shall wear hard hats and reflectorized florescent orange vests; and flaggers shall be fully clothed when on duty with shirt or blouse, slacks or trousers, and sturdy shoes.
- D. Field Quality Control
  - 1. Daily inspect and insure that all traffic control devices required by the construction are in accordance with the MMUTCD. Any discrepancy between the actual devices in use and the required devices shall be immediately rectified.
  - 2. Furnish names, addresses, and phone numbers of at least 3 individuals responsible for the placement and maintenance of traffic control devices. At least 1 of these individuals shall be "on call" 24 hours per day, 7 days per week during the time any traffic control devices furnished and installed by the Contractor are in place.
  - 3. Provide access for emergency vehicles and busses to all residences at all times.
  - 4. Respond to any request from the Engineer to improve or correct the usage of traffic control devices on or related to this Project within 1 hour of the time of notification.

5. Keep all traffic control signs and devices in a legible condition. This shall include but not be limited to removing grime and dust deposited on any device by traffic, natural causes, or when requested by Engineer.

### 3.05 TEMPORARY BARRIERS AND ENCLOSURES

#### A. Temporary Barriers

1. Provide temporary covers, enclosures, markers, and barriers as necessary to protect Work.
2. Damage to the Site caused by removal of temporary fencing, including postholes, shall be promptly repaired by Contractor. During removal at no time shall the Work remain unattended if a dangerous condition exists because of incomplete removal or Site repairing.

### 3.06 CONTRACTOR STAGING AND RECORD DOCUMENTS

- A. Coordinate contractor staging, storage, parking, and administrative space with Owner.
- B. Do not use building areas, tenant areas, parking areas, or exterior site areas for staging, storage, parking, or administrative use without prior approval from Owner.
- C. Keep 1 complete set of Contract Documents, approved shop drawings, and up-to-date Record Drawings available at the Site for use by the Contractor, Engineer, and Owner.

**END OF SECTION**

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## SECTION 01 57 13

### TEMPORARY EROSION AND SEDIMENT CONTROL

#### PART 1 GENERAL

##### 1.01 SUMMARY

###### A. Section Includes

1. Managing storm water runoff and other Project related water discharges to minimize sediment pollution during construction.

##### 1.02 PRICE AND PAYMENT PROCEDURES

###### A. Measurement and Payment

1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

##### 1.03 REFERENCES

###### A. Minnesota Department of Transportation "Standard Specifications for Construction," 2025 Edition (MnDOT Spec.)

1. 2130 – Application of Water for Dust Control.
2. 2573 – Storm Water Management.
3. 2575 – Establishing Vegetation and Controlling Erosion.

###### B. MPCA's NPDES General Stormwater Permit for Construction Activity.

##### 1.04 SUBMITTALS

###### A. Completed application form for the MPCA's NPDES General Stormwater Permit for Construction Activity (MN R100001) conforming to Section 01 33 00.

1. NPDES permit inspection log resulting from weekly Site inspections.
2. Amendments to the Stormwater Pollution Prevention Plan (SWPPP) for the Project.
3. Completed form for MPCA's Notice of Termination.

###### B. Contractor Prepared Schedules and Plans

1. Erosion Control Schedule: Conforming to MnDOT Spec. 1717.2D and submitted each week that construction is active.
2. Site plans in conformance with MnDOT Spec. 1717.2E.
  - a. Submitted when requested by the Engineer.
  - b. Site plans prepared by Contractor will indicate Contractor operations, erosion and sediment control measures, and a schedule of starting and completion times.

###### C. Certification and Sampling

1. Furnish a manufacturer's certification stating that the material supplied conforms to the requirements of this Section. The certification shall include or have attached typical results of tests for the specified properties, representative of the materials supplied.

## 1.05 QUALITY ASSURANCE

- A. Erosion Control Supervisor: Provide an Erosion Control Supervisor to direct the erosion control operations and ensure compliance with Federal, State, and Local ordinances and regulations.
- B. Certified Installers: Provide a certified installer to install or direct installation of erosion or sediment control practices. Certification shall be obtained through the University of Minnesota Erosion Control Inspector/Installer Certification program or approved equal.

## 1.06 PERMITS

- A. Project does not disturb 1 or more acres of total land area and is not part of a larger common plan of development or sale that will ultimately disturb 1 or more acres. Submission of the application for the MPCA's General Stormwater Permit for Construction Activity is not required.

## 1.07 SEQUENCING AND SCHEDULING

- A. Install sediment control measures prior to grading activities.
- B. Schedule and coordinate the Work so that permanent erosion and sediment control BMPs, such as basin construction, rip rap placement, and permanent seeding, are directly incorporated into the supplement permanent erosion and sediment control BMPs with temporary BMPs. Place temporary BMPs when permanent erosion control cannot be achieved. Coordinate construction operations so that erosion and sediment control measures (permanent or temporary) are installed and maintained concurrently with the rest of the Work of the Project.
- C. Coordinate and schedule the Work of subcontractors such that erosion and sediment control measures are fully executed for each operation and in a timely manner over the duration of the Project. Develop a chain of responsibility for all subcontractors and operators on the Project to ensure that permit provisions are adhered to.
- D. Stabilization timeframes shall conform to the NPDES General Stormwater Permit for Construction Activity.
  - 1. Although this permit is not required, Contractor shall generally abide by the practices outlined in the permit.
- E. Prior to Project shutdown for the winter or other periods of a week or more, the Site shall be adequately protected from erosion and off-Site damage by covering exposed soils with mulch and establishing perimeter controls.
- F. If the Contractor fails to install erosion or sediment measures, the Engineer may withhold payment from related work until the control measures are undertaken by the Contractor
  - 1. When the Contractor fails to conduct the quality control program, does not conduct the inspection required in the NPDES permit, or fails to take action ordered by the Engineer to remedy erosion or sediment control problems, the Engineer shall issue a Written Order to the Contractor.

2. The Contractor shall respond within 24 hours with sufficient personnel, equipment, materials, and conduct the required Work or be subject to a \$500 per calendar day deduction for noncompliance.
- G. Establish permanent turf in accordance with Section 32 92 00 to prevent excessive soil erosion.

## **PART 2 PRODUCTS**

### 2.01 SILT FENCE: CONFORM TO MNDOT SPEC. 3886.

- A. Machine sliced (MS).

### 2.02 HYDRAULIC EROSION CONTROL PRODUCTS

- A. Conform to MnDOT Spec. 3884.
- B. Conform to MnDOT Spec. 3884.2.B.2, Type Hydraulic Mulch.
- C. Conform to MnDOT Spec. 3884.2.B.4, Type Bonded Fiber Matric (BFM), 100-percent wood fiber mulch.

### 2.03 EROSION CONTROL BLANKET

- A. Conform to MnDOT Spec. 3885.

### 2.04 DUST CONTROL

- A. Water clear and free from suspended fine sediment.
- B. The Owner may elect to have the Contractor apply a chloride solution for dust control.
  1. Calcium Chloride: Conform to MnDOT Spec. 3911.
  2. Magnesium Chloride Solution: Conform to MnDOT Spec. 3912.

### 2.05 STORM DRAIN INLET PROTECTION

- A. Inlet protection for paved streets with concrete curb and gutter: The following methods are acceptable:
  1. Conform to the details on the Drawings.
  2. Catch Basin Inserts:
    - a. Road Drain by Wimco, LLC ([www.roaddrain.com](http://www.roaddrain.com)).
    - b. Lange Industries ([www.langeindustries.com](http://www.langeindustries.com)) or approved equal.
    - c. Filter bag insert conforming to MnDOT Spec. 2573 subject to Site and approved by the Engineer.
  3. Rock Log:
    - a. Conform to MnDOT Spec. 3897.2.E.
    - b. Rock 3/4 to 1-1/2 inches crushed or natural rounded aggregate.
- B. Inlet protection for non-paved surfaces without curb or areas where vegetation will be established. The following methods are acceptable:
  1. Conform to the details on the Drawings.

2. Silt fence ring, or approved equal:
  - a. Place wire mesh cage in a circular or square confirmation to form a minimum 5-foot diameter zone of protection.
  - b. Geotextile shall be monofilament/monofilament meeting the requirements of MnDOT Spec. Heavy Duty.
  - c. Loose aggregate or a rock log(s) around perimeter of ring to anchor geotextile.
3. Sediment control inlet hat conforming to MnDOT Spec. 2573:
  - a. InfraSafe Sediment Control Barrier by Royal Enterprises (<http://www.royalenterprises.net/>).

#### 2.06 SEDIMENT CONTROL LOGS: CONFORM TO MNDOT SPEC. 3897.

- A. Straw or wood fiber biorolls, 6 to 7 inches in diameter.
- B. Compost or rock logs, 6 to 8 inches in diameter.

#### 2.07 DUST CONTROL

- A. Water clear and free from suspended fine sediment.
- B. The Owner may elect to have the Contractor apply a chloride solution for dust control
  1. Calcium Chloride: Conform to MnDOT Spec. 3911.
  2. Magnesium Chloride Solution: Conform to MnDOT Spec. 3912.

### **PART 3 EXECUTION**

#### 3.01 GENERAL

- A. Comply with all applicable laws, ordinances, regulations, permit requirements, orders and decrees pertaining to erosion/sediment control and stormwater discharge during the conduct of the Work.
- B. Take necessary precautions against damage to the Project by action of the elements.
- C. Implement the Project's NPDES Stormwater Pollution Prevention Plan (SWPPP) and take necessary actions to prevent off Site damage resulting from Work conducted on the Project or Project related stormwater runoff.
- D. Minimize the amount of disturbed land that is susceptible to erosion at any time. Delineate areas not to be disturbed
  1. Exclude vehicles and construction equipment from area not to be disturbed to preserve natural vegetation.
  2. Maintain and preserve riparian and naturally vegetated buffer strips (10 feet minimum distance) along water courses.

#### 3.02 INSTALLATION

- A. General: Install temporary stormwater management and sediment control devices in conformance with the details, typical sections, and elevations shown on the Drawings.
- B. The location of temporary stormwater and sediment control devices may be adjusted from that shown on the Drawings to accommodate actual field conditions and increase the effectiveness of the installation.

- C. Silt Fence: Conform to MnDOT Spec. 2573.3.B
  - 1. Install in the locations shown on the Drawings using the machine sliced installation method, unless directed otherwise by the Engineer.
  - 2. Use additional measures, such as rock aggregate, placed along the base of the silt fence where the silt fence geotextile cannot be trenched in, i.e. tree roots, frost, bedrock.
  - 3. Use short sections of silt fence placed in J-hook patterns to
    - a. Supplement the perimeter silt fence at corner locations and areas where sediment deposition will occur. No more than 100 feet of silt fence shall be installed per 1/4-acre of drainage.
    - b. Break up flow path along silt fence running across contours to be no more than 100-feet between hooks or as directed by the Engineer.
  - 4. Silt fence longer than 600-feet shall be constructed in separate independent units with each unit having a length less than 600-feet. Avoid splices whenever possible. If necessary, make splices at an opposing fence post and according to the manufacturer's specifications.
  
- D. Mulch
  - 1. For seeded Sites, apply at a rate of 2 tons per acre (4,500 kg/ha).
  - 2. For unseeded Sites, apply at a rate of 2 to 3 tons per acre (4,500 to 6,700 kg/ha), covering the entire soil surface.
  - 3. Distribute mulch evenly by hand or machine and cover the exposed area to a uniform depth.
  - 4. Disk anchor in conformance to MnDOT Sect. 2575.3.D.
  - 5. Anchor mulch immediately to minimize loss by wind or water.
  
- E. Hydraulic Erosion Control Products
  - 1. Apply hydromulch in conformance with MnDOT Spec. 2575.3H.
  - 2. Raking or harrowing of soil/seed and slope (cat) tracking shall be done before installation of hydromulch.
  - 3. Apply hydromulch in at least 2 opposing directions so that a shadowing effect leaving the back side of a soil clod unprotected is minimized.
  - 4. Application Rate for Slopes Steeper Than 1:4: 2,800 lbs per acre. 2 applications may be necessary. All other slopes apply at a rate of 2,100 lbs per acre.
  
- F. Slope (Cat) Tracking
  - 1. Slope tracking consists of operating a dozer up and down slopes so that the cleats of the tracks create grooves perpendicular to the slope. By operating the dozer up and down, the soil surface is firmed and miniature interceptor checks are created.
  - 2. Required on all slopes equal to or steeper than 3:1 (H:V).
  
- G. Erosion Control Blanket
  - 1. Install immediately following seeding in accordance with MnDOT Spec. 2575.3.G. and as modified below.
  - 2. Install as shown on Drawings.
  - 3. Raking or harrowing of soil/seed shall be done before installation of erosion control blanket.
  - 4. Install blanket parallel to the direction of flow.
  - 5. If permanent seeding is not available at the time of blanket installation, this material will have to be removed, re-seeded, and installed again as a permanent erosion control measure. If permanent seeding is available at the time of initial installation, a one-time proper installation is acceptable.

H. Storm Drain Inlet Protection

1. Provide effective storm drain inlet protection over the life of the Project until all sources with potential for discharging to inlets have been paved or stabilized.
2. Place devices so that driving hazards or obstructions are not created. The devices must be cleaned out regularly and all devices must have an emergency overflow to reduce flooding potential.

3.03 MAINTENANCE

A. Conform to MnDOT Spec. 2573.3.M, NPDES permit, and as follows:

1. Inspect, maintain, and repair any washouts or accumulations of sediment that occur as a result of the grading or construction. Restoration consists of grade repair, turf re-establishment, and street sweeping of mud and debris tracked from the Site.
2. Inspection of all erosion and sediment control items will take place immediately after each runoff event and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
3. The Contractor shall maintain the temporary sediment control devices until they are no longer necessary and are removed:
  - a. Maintenance consists of keeping the devices functioning properly.
  - b. The Contractor shall repair or replace plugged, torn, displaced, damaged, or non-functioning devices.
4. Upon final acceptance of the Project and establishment of permanent erosion control measures, the Contractor shall remove all temporary erosion control measures.
5. Temporary mulching and temporary seeding/mulching are very effective at controlling erosion. However, these are considered temporary measures. These measures may need to be re-established several times throughout the duration of the Work.

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes
  - 1. Basic requirements for products used in the Work.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Submit the following items consistent with Instructions to Contractors:
  - 1. Written request for approval with supporting documentation.
- B. Submit the following items consistent with Section 01 33 00 and General Conditions Article 6.05:
  - 1. Shop drawings for named products and "or-equal" products.
  - 2. Written application for substitute items, including supporting documentation.

1.04 PRODUCT SUBSTITUTIONS AND "OR-EQUAL" PROCEDURES

- A. Procedures During Bidding:
  - 1. Conform to the requirements of the Instructions to Bidders.
- B. Procedures During Construction
  - 1. Scheduling of Submittals: Conform to the Contractor's Schedule of Submittals.
  - 2. Submittal Procedures: Conform to the requirements of Section 01 33 00.
  - 3. Items not approved as "or-equal" may be resubmitted as a Substitute Item.
  - 4. Engineer will review Substitute Item requests that conform to General Conditions Article 6.05.A.2.d and the following additional supporting documentation:
    - a. Drawings and Specifications.
    - b. Installation lists.
    - c. Performance data, including equipment capacity, strengths, weights, and dimensions.
    - d. Catalog cut-sheets.
    - e. Lists of deviations from and exceptions to the Specifications.
    - f. Detailed information for all buy-out items, including motors and drives.
    - g. Lists of materials of construction.
    - h. Maintenance schedules of equipment, including buy-out items.
    - i. Other information deemed necessary at the discretion of Engineer.
  - 5. Incomplete submittals will be returned to Contractor without review.
  - 6. Contract times will not be modified due to substitute and "or-equal" review process.
  - 7. Engineer shall not have to prove that an item is not an "or-equal."
  - 8. Owner does not have to accept proposed Substitute Items.

## 1.05 SUBSTITUTE ITEMS

- A. Procedures During Bidding:
  - 1. Conform to the requirements of the Instructions to Bidders.
- B. Procedures During Construction
  - 1. Alternate material or equipment items accepted by the Owner and included in the award of Contract become named materials or equipment.
  - 2. Submit shop drawings and material certifications consistent with Section 01 33 00.

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

### 3.01 DELIVERY

- A. Contractor shall inspect all products, equipment, and materials upon arrival at site. Contractor shall note any damage and be responsible for corrective action. Damaged products, equipment, or materials are not acceptable.
- B. Transport and handle products in accordance with the manufacturer's instructions. Contractor shall receive all products to be incorporated in the project and shall provide equipment and labor necessary to unload and transport products.
- C. Handle and lift products only at designated lift points and by methods to avoid soiling, disfigurement, bending, over stressing, and damage.
- D. Store products on shelves, in bins, or in neat groups of like items with seals and labels intact and legible, and in a manner to provide access for maintenance and inspection.
- E. Store loose granular materials on clean, solid, flat surfaces, and prevent mixing with foreign matter. Store fabricated products supported above the ground on skids or blocking. Provide surface drainage to prevent erosion and ponding of water.
- F. Cover products subject to discoloration or deterioration with impervious sheet covering and protect products from soiling and staining.
- G. Store and protect products which are subject to damage by the elements in weathertight, climate-controlled enclosures, and according to the manufacturer's instructions. Maintain temperature, ventilation, and humidity within ranges stated in the manufacturer's instructions.
- H. Attach applicable manufacturer's service instructions labeled "STORAGE SERVICE INSTRUCTIONS ENCLOSED" to exterior of each stored product.
- I. Inspect, maintain, and service stored products on a regularly scheduled basis, consistent with the manufacturer's instructions.
- J. Record inspection, maintenance, services performed, and keep log available for review.

- K. Traffic control required for all deliveries to and from the Site(s) shall be the responsibility of the Contractor. All flagmen, barricades, flares, and safety measures are the sole responsibility of the Contractor.

### 3.02 STORAGE AND HANDLING

- A. Protect from damage all materials and equipment to be used in the completed facility.
- B. Provide temporary Site security fencing around storage areas and as indicated on the Drawings.
- C. The Contractor shall provide the Owner and Engineer with keys or combinations to any locks that may be used to secure fencing gates.
- D. Storage areas and hazardous areas shall be protected by use of chain link fence around the perimeter of the area. This fencing is in addition to any other fencing required for Site containment.

### 3.03 OWNER SUPPLIED PRODUCTS

- A. The Contractor shall be responsible for removal, protection, storage, delivery, and installation of all Owner furnished equipment or materials, unless otherwise specified.
- B. The Contractor shall be required to make all modifications to structures, equipment, and power to provide a complete and working installation of the Owner furnished products.
- C. The Contractor shall provide any materials or equipment required for the installation of the Owner supplied products, including but not limited to electric wire and conduit, pipes, anchors, and supports.
- D. The Contractor shall be responsible for inspection of any existing Owner furnished products to verify characteristics prior to Bidding.
- E. Install Owner furnished equipment in accordance with manufacturer's recommendations and as specified in other Sections.
- F. All costs associated with the complete installation of Owner furnished equipment shall be considered incidental to the Project, unless otherwise specified.

**END OF SECTION**

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## SECTION 01 70 00

### EXECUTION REQUIREMENTS

#### **PART 1 GENERAL**

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Requirements for overall execution of the Work and closeout of the Contract for Final Payment.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
  - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

##### 1.03 SUBMITTALS

- A. Submit the following items consistent with the Conditions of the Contract and Division 01 Sections:
  - 1. Record Documents.
  - 2. Written Notification of Substantial Completion.
  - 3. Executed Certificate of Substantial Completion.
  - 4. Written Notification of Final Completion.
  - 5. Final Application for Payment, including accompanying documentation.
  - 6. IC-134 Form(s) and Lien Waiver(s).

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

##### 3.01 EXAMINATION

- A. Acceptance of Conditions: By commencing Work, Contractor construes acceptance of the adjacent work as satisfactory to receive subsequent work.
- B. Existing Conditions: Before commencing Work, inspect work completed by others that is adjacent to Work. If adjacent conditions prevent completion of Work, Contractor will not commence Work until the conditions are corrected.
- C. Inspect each product immediately prior to installation. Remove damaged products from Site.

### 3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with the manufacturer's instructions for installation of manufactured products to the extent that these instructions are applicable and more explicit or more stringent than requirements indicated in the Contract Documents.
- B. Secure Work true to line and level, within recognized industry tolerances, with anchorage devices designed and sized to withstand stresses, vibration, and rocking. Allow for expansion and movement of building.
- C. Install each element of work during weather conditions and Project status to ensure coordination of the Work. Isolate each element of work from incompatible work as necessary to prevent deterioration.
- D. Coordinate space requirements and installation of mechanical and electrical work indicated on Drawings. Follow routing shown for pipes, ducts, and conduit; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
- E. Mount individual units of work at industry recognized standard-mounting heights for the particular application indicated, where mounting heights are not indicated.
- F. Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
- G. Record installation details and prepare Record Documents consistent with the General Conditions.

### 3.03 EQUIPMENT VARIATIONS

- A. Contractors are advised that because of manufacturer's variations in equipment design changes from Drawings in piping arrangement and layout, electrical and control from Drawings in piping arrangement and layout, electrical and control circuitry, and related dimensions of equipment foundation and anchorage details, may be required for equipment installations.
- B. Equipment requiring minor deviations in the system layout, such as minor piping revisions, will be acceptable; however, the Contractor shall include all costs associated with the deviation in their Bid/Bids. Should the deviation require revisions in the design of the facility, the Contractor shall reimburse the Owner for the cost of any redesign.
- C. Electrical and mechanical piping, conduits, and ducts are shown schematically and shall be located by the Contractor to avoid any conflicts. Contractor shall coordinate work of all subcontractors and make minor relocations as necessary at no change to the Contract Price.

### 3.04 SITE MAINTENANCE

- A. Maintain stockpiles, excavations, access roads, and all other work areas free from dust. Employ dust abatement techniques whenever a dust nuisance or hazard occurs, or as directed by Engineer. Comply with local ordinances.

- B. Protect hazardous work areas and hazardous material storage areas.
- C. Protect trees, unless specifically indicated on Drawings.
- D. Clean access roads and haul routes with mechanical street sweeper.
- E. If Contractor fails to maintain Site, Engineer will provide Written Notice of Contractor's defective Work. Contractor will be given 12 hours from the Notice to clean Site. After the 12-hour period, Owner may correct the defective Work. All claims, costs, losses and damages incurred or sustained by Owner correcting the defective Work will be charged against Contractor. Such claims include, but are not limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

### 3.05 CLEANING AND PROTECTION

- A. Clean and protect Work in progress and adjoining Work during handling and installation. Apply protective covering on installed Work where it is required to ensure freedom from damage or deterioration.
- B. Clean and perform maintenance as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure operability without damage effects.

### 3.06 FINAL CLEANING

- A. Dust, vacuum, wash, and clean all electrical work, and all other components of the Work. Remove all stains, dust, and dirt.
- B. Wash, clean, and sterilize plumbing fixtures.

### 3.07 CUTTING AND PATCHING

- A. Complete all cutting, fitting, and patching as necessary to join the new Work to existing conditions.
- B. Remove or cut existing work only as necessary to join the new work to the existing construction or as required by the Contract Documents.
- C. Patch defective and incomplete surfaces caused or exposed by Work of the Project.
- D. Repair any damage to existing conditions and patch to match.
- E. Existing construction designated by the Contract Documents to remain that is loosened, cracked, or otherwise damaged or defaced beyond repair as a result of Work by the Contractor will be considered unsuitable for the use intended and shall be removed and replaced by the Contractor.

### 3.08 SPECIAL TOOLS

- A. Provide any special tools, jigs, fixtures, and lifting tackle which are necessary for assembly, erection, operation, maintenance, and repair of equipment.

- B. Special tools and devices are those the design, purpose, and use of which are peculiar to the equipment furnished and which are not available from normal wholesale or retail outlets. Standard general-purpose tools are not included in this requirement.
- C. Provide neat and substantial metal toolbox with hinged cover and lifting handles or metal cabinet with hinged door.

### 3.09 SPARE PARTS

- A. Required spare parts are listed under the individual Specification Sections.
- B. Deliver spare parts to Owner in original manufacturer's wrapping or container at substantial completion.
- C. Contractor and Owner shall inspect spare parts and sign a document verifying transfer of spare parts to Owner.

### 3.10 CERTIFICATE OF COMPLIANCE WITH MINNESOTA STATUTES 290.92 AND 290.97

- A. Upon completion of the Project and prior to Final Payment, the Contractor and all subcontractors shall complete Minnesota Department of Revenue Revised Form IC-134. This form, Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and any of its Political or Governmental Subdivisions, is to be signed by a Department of Revenue representative and forwarded to the Owner. Copies of this form can be obtained by writing to the Minnesota Department of Revenue, 600 North Robert Street, St. Paul, MN 55101 or by calling 651-282-9999 or 1-800-657-3594. They are also available on their website: [www.revenue.state.mn.us](http://www.revenue.state.mn.us), or via email at [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us).

**END OF SECTION**

## SECTION 26 05 05

### BASIC ELECTRICAL MATERIALS AND METHODS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. References used in electrical and control Specifications.
  - 2. Regulatory requirements for electrical construction.
  - 3. Requirements of equipment and materials.
  - 4. Workmanship.
  - 5. Selective demolition.

##### 1.02 REFERENCES

- A. ANSI - American National Standards Institute
  - 1. C2 - National Electrical Safety Code.
  - 2. C62.41-IEEE - Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
- B. EPA-Environmental Protection Agency
- C. ICEA - Insulated Cable Engineers Association
  - 1. S-95-658 - Thermoplastic-Insulated Wire and Cable.
- D. IEEE - Institute of Electrical and Electronic Engineers
  - 1. 112 - Standard Test Procedure for Polyphase Induction Motors and Generators.
  - 2. 519 - Recommended Practices and Requirements for Harmonic Control In Electric Power Systems.
- E. LPI - Lightning Protection Institute
  - 1. LPI175 - Lightning Protection System Installation Standard.
- F. NECA - National Electrical Contractors Association
  - 1. NECA 1 - Standard Practices for Good Workmanship In Electrical Contracting.
- G. NEMA - National Electrical Manufacturers Association
  - 1. TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
  - 2. MG 1 - Motors and Generators.
  - 3. PB 2 - Deadfront Distribution Switchboards.
  - 4. ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2,000 Volts AC or 750 Volts DC.
  - 5. 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
- H. NFPA - National Fire Protection Association
  - 1. NFPA 70 - National Electrical Code.
- I. OSHA - Occupational Safety and Health Administration
  - 1. 29 CFR 1910 - Occupational Safety and Health Standards.

- J. UL - Underwriters Laboratories, Inc.
  - 1. UL-6 - Rigid Metal Conduit.
  - 2. UL-83 - Thermoplastic - Insulated Wires and Cables.
  - 3. UL-96 - Lightning Protection Components.
  - 4. UL-360 - Liquid-Tight Flexible Steel Conduit.
  - 5. UL-467 - Electrical Grounding and Bonding Equipment.
  - 6. UL 486D - Insulated Wire Connector Systems for Underground Use or In Damp or Wet Locations.
  - 7. UL-508 - Industrial Control Equipment.
  - 8. UL-651 - Schedule 40 and 80 Rigid PVC Conduit.
  - 9. UL-797 - Electrical Metallic Tubing.
  - 10. UL-810 - Capacitors.
  - 11. UL-891 - Dead-Front Switchboards.
  - 12. UL-913 - Intrinsically Safe Apparatus and Associated Apparatus for Use In Class I, II, and III, Division 1, Hazardous (Classified) Locations.
  - 13. UL-935 - Fluorescent-Lamp Ballasts.
  - 14. UL-1008 - Transfer Switch Equipment.
  - 15. UL-1012 - Power Units Other Than Class 2.
  - 16. UL-1029 - High-Intensity-Discharge Lamp Ballasts.
  - 17. UL-1449 - Surge Protection Devices
  - 18. UL-1479 - Fire Tests of Through-Penetration Firestops.
  - 19. UL-1572 - High Intensity Discharge Lighting Fixtures.

### 1.03 REGULATORY REQUIREMENTS

- A. All Work performed under this Contract shall conform to the latest editions of the National Electrical Code (NFPA70), the National Electrical Safety Code (ANSI C2), and the Minnesota State Building Code.

### 1.04 INSTRUCTIONS AND PARTS LITERATURE

- A. Instruction and parts literature are generally packed with electrical equipment and devices. Contractor shall remove this literature from the packing container or equipment enclosure, identify the literature with the equipment to which it applies, and file the literature in loose-leaf binders with index tabs. Each binder shall have an index which lists each piece of equipment and the literature which applies to it. An index tab shall be provided for each piece of equipment.
- B. Contractor shall establish a procedure with the other trades for receiving, identifying, and filing literature for devices which are removed from their packaging and installed by other trades. Literature shall be provided as outlined above.

### 1.05 SUBMITTALS

- A. Submittals for equipment provided by the Electrical Contractor shall bear a stamp or specific written certification from the Electrical Contractor, certifying the submittals have been reviewed.
- B. Submit the following items consistent with Section 01 33 00. Refer to each Section under Division 26 for additional submittal requirements particular to that Section.

C. Shop Drawings and Manufacturer's Information:

1. Product Data Sheets

- a. Product and component data sheets which describe all equipment and devices to be provided.
- b. Include all features specified.
- c. Provide dimensioned prints with weights.
- d. Highlight or otherwise accentuate on each data sheet the specified product features and product numbers.

2. Composite Drawing

- a. Include power and control wiring for all systems and equipment.
- b. Show basic systems on composite drawing.
- c. Use terminal numbers on drawings and schematics.
- d. Use separate drawings to show details of sub-systems.
- e. Identify sub-system drawing interface points on composite drawing and sub-system drawings; terminal numbers of interface points shall be the same on both drawings.
- f. Revise or redraw manufacturer's standard drawings to meet above requirements.

## **PART 2 PRODUCTS**

### 2.01 EQUIPMENT AND MATERIALS

- A. All electrical and control equipment and materials shall be provided as specified in the Contract Documents.
- B. All equipment and materials shall be new and shall bear the Underwriters Laboratories (UL) label if such products are listed by UL.
- C. Where applicable, equipment and materials shall conform to ANSI, ICEA, IEEE, and NEMA Standards.

## **PART 3 EXECUTION**

### 3.01 WORKMANSHIP

- A. All Work shall be performed in a neat and workmanlike manner consistent with the high quality standards of the electrical trade. "A neat and workmanlike manner" shall be as required by NFPA 70 and shall conform to NECA 1, Standard Practices for Good Workmanship in Electrical Contracting. Each electrician shall be knowledgeable and well-trained in the particular tasks to be performed.

### 3.02 EQUIPMENT MOUNTING

- A. Unless noted otherwise, equipment which is not free-standing shall not be mounted on wood panels, but shall be attached to concrete or masonry walls, support channels, or building structural steel.

### 3.03 IDENTIFICATION

- A. Nameplates shall be used to identify all field devices.
- B. All nameplates shall be engraved phenolic nameplates attached with stainless steel screws or a permanent stamped brass tag.

### 3.04 RECEIVING AND STORING EQUIPMENT

- A. All equipment shall be handled and stored in accordance with the manufacturer's instructions.
- B. In general, equipment packaging is not designed to protect the contents for outdoor storage. As a minimum, Contractor shall store the equipment prior to installation in a clean, dry location free from excessive temperatures, humidity, or foreign materials normally encountered at a Site. If the storage facility is unheated, Contractor shall provide heating to protect equipment from condensation, which could cause components to corrode or to be otherwise damaged.

### 3.05 SELECTIVE DEMOLITION

- A. Selective demolition shall be as shown on the drawings.

**END OF SECTION**

## SECTION 26 05 19

### LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. 600-volt wire and cable.
  - 2. Terminals and connectors.
  - 3. Installation.
  - 4. Splices and terminations.
  - 5. Identification.

##### 1.02 SUBMITTALS

- A. Product data sheets shall be submitted for all wire and cable.

#### PART 2 PRODUCTS

##### 2.01 600-VOLT WIRE AND CABLE

- A. Feeder and Branch Circuit Wire
  - 1. Stranded copper conductor, solid copper for lighting and convenience receptacle circuits only.
  - 2. THWN insulated for conductor sizes #4 AWG and smaller.
  - 3. XHHW or THWN insulation for conductor sizes #3 AWG and larger.
- B. Control Wire
  - 1. #14 AWG, 7 or 9 strand copper.
  - 2. THWN or XHHW insulation.
  - 3. Solid color.
- C. Insulation of all wire shall conform to ICEA S-95-658, NFPA 70, and UL-83.
- D. All Wire and Cable Shall Be
  - 1. New and coiled or on reels.
  - 2. Each coil and/or reel shall have a label with the manufacturer's name, trade name of wire, size of wire, and UL label.

##### 2.02 TERMINALS AND CONNECTORS

- A. Tool compressed terminals and connectors shall be made of 1 piece seamless highly conductive copper with a uniform tin-plate coating to minimize corrosion.
- B. Step-down adapters shall be copper compression type.
- C. Electrical spring connectors:
  - 1. Manufacturer: 3M "Scotchlok" or "Ranger," Ideal "Wing-Nut".

- D. Fork Terminals:
  1. Vinyl or nylon self-insulated locking type.
  2. Terminal insulation that supports wire insulation.
  3. Manufacturer: Thomas & Betts Type FL, Burndy Type TP-LF, Panduit Type PNF, 3M Type MNG.
  
- E. Electrical Tape:
  1. UL Listed.
  2. Weather resistant.
  3. Moisture resistant vinyl.
  4. Rated for the voltage system which it is applied.
  5. Temperature rating suitable for the application on which it is applied.
  
- F. Waterproof kits shall be utilized for all outdoor below-grade splices and connections as follows
  1. Heavy wall, heat shrinkable with interior coating of hot melt adhesive – sealant. Tubing shall be chemically cross linked, thermally stabilized polyolefin.
  2. UL listed (UL-486D).
  3. Manufacturer: 3M – ITCSN, or equal.

2.03 WIRE COLOR CODING

- A. Contractor may use color coding at his discretion, except for the following colors, which shall be used only as designated below for both power and control circuits.
  1. Control Circuits
    - a. Dark Blue - Direct current circuits.
    - b. Light Blue - Intrinsically safe conductors.
    - c. Green - Grounding conductor.
    - d. White - Neutral conductor.
  2. Power Circuits (Use solid colors through Size No. 8 AWG. Use black conductors with tape color identification No. 6 AWG and larger)

|    | Voltage | 120/240 | 208Y/120 | 480Y/277 |
|----|---------|---------|----------|----------|
| a. | Phase A | Black   | Black    | Brown    |
| b. | Phase B | Red     | Red      | Orange   |
| c. | Phase C |         | Blue     | Yellow   |
| d. | Neutral | White   | White    | Gray     |
| e. | Ground  | Green   | Green    | Green    |

2.04 CONDUCTOR PULLING COMPOUND

- A. Rated for use with the conductor insulation and conduit material.
- B. Non-conductive.
- C. Non-cementing.
- D. Dry to a fine lubricating powder or a thin film which does not harden in conduit.
- E. UL Listed.

- F. Rated for repeated exposure to high heat or freezing temperatures.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. All wire shall be installed in the specified raceways.
- B. Wire pulling shall be performed through the system in such a manner as to not exceed the maximum tensile strength of the cable being pulled as allowed by the NFPA 70 and/or cable manufacturer. All handling and installation of wire and cables shall be done by competent and skilled workmen who shall use methods which will prevent damage to the wire and cable.
- C. Pulling compound shall be approved by the cable manufacturer.
- D. Adequate measures shall be employed to determine that the raceways are free of foreign material and moisture before pulling wire or cable.
- E. Any conductor used for equipment grounding purposes shall be green in color, unless it is bare. Conductors with white or green covering shall not be used to indicate other than neutral or grounding. This limitation applies to all power and control circuits.
- F. Conductors shall be without splice from termination to termination, unless indicated otherwise on the Drawings.
- G. Conductors for ac and dc circuits shall be installed in separate conduits.

#### **3.02 SPLICES AND TERMINATIONS**

- A. All splices, taps, and terminations shall be made with tool compressed connectors. Contractor shall provide all wire connectors, lugs, and terminals, unless indicated otherwise.
- B. Bolted compression lugs furnished as an integral part of the equipment shall be used to terminate the conductors to that equipment.
- C. Electrical spring connectors shall be used for splices and taps in lighting and 120-volt receptacle circuits.
- D. All control wiring shall be terminated to terminal strips at both ends with fork terminals. Spare wires in control panels shall be terminated to spare terminals. Spare wires in motor control centers shall be coiled by respective conduit, labeled, and shall be long enough to reach the compartment furthest from conduit.
- E. Every bolt, lug, and screw termination shall be tightened with a torque wrench or torque screwdriver to the torque values specified in UL Standards and/or as specified by the device manufacturer.

**END OF SECTION**

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## SECTION 26 05 26

### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Grounding Electrode System.
- B. System and Equipment Grounding.
- C. Installation.

#### PART 2 PRODUCTS

##### 2.01 WIRE

- A. Class B stranded copper; either bare or with green insulation.
- B. Size shall be as specified herein and as indicated in the Contract Documents.

##### 2.02 GROUND RODS

- A. Grounding Electrode System:
  - 1. 5/8 inch by 10-foot copperweld.

##### 2.03 CONNECTORS AND TERMINATORS

- A. Tool-compressed connectors and lugs which are UL listed (UL-467).
  - 1. Manufacturer: Burndy "Hyground", Thomas & Betts "Blackburn" Series, or equal.
- B. Bar taps for connection to bus bars which are UL listed (UL-467).
  - 1. Manufacturer: Burndy, Thomas & Betts "Blackburn" Series, or equal.
- C. Exothermic welding components.
  - 1. Manufacturer: Continental Industries "Thermoweld", Erico Products "Cadweld," or equal.
- D. Ground clamps shall be UL listed (UL-E10661) cast high strength corrosion resistant copper alloy.
  - 1. Manufacturer: Burndy, Thomas & Betts "Blackburn" Series, or equal.

#### PART 3 EXECUTION

##### 3.01 INSTALLATION

- A. The grounding electrodes at the transformer shall be considered existing to remain.
- B. The Power Company's transformer neutral shall be connected to the service entrance switchboard ground bus with the grounded (neutral) conductors provided with the service entrance phase conductors.

- C. The existing grounding electrode system shall be connected to the new service entrance switchgear as required per NFPA 70 and as indicated the Contract Documents.
- D. The grounding bushings on conduits entering distribution equipment, shall be connected to the ground bus in accordance with the requirements of NFPA 70.
- E. Raceways provided for grounding electrode conductors shall be rigid nonmetallic.
- F. An equipment grounding conductor shall be installed with each circuit, included but not limited to feeder circuits, motor circuits, lighting circuits, and control circuits. Conductor shall be connected to the equipment ground bus or to the enclosure if there is no ground bus. Unless noted otherwise.
- G. The equipment grounding conductors for the conduit to each unit panelboard shall utilize the existing conduit system in lieu of from an equipment grounding conductor. Provide grounding fittings and grounding conductors as required to connect the conduit system used as the equipment ground to the ground bus in the unit panelboards.
- H. Existing the grounding electrode system from the existing MDS to the new MDS.
- I. Separately derived systems shall be grounded in accordance with NFPA 70.

### 3.02 SPECIAL REQUIREMENTS

- A. Contractor shall determine if there are any other special grounding requirements for equipment furnished on this Project and shall provide grounding as recommended by the manufacturer.

### 3.03 SPLICES AND TERMINATIONS

- A. In general, splices and terminations of the grounding electrode system shall be brazed, shall be exothermic welded, or shall be made with tool-compressed fittings.
- B. Connections to bus bars or equipment enclosures shall be made with tool-compressed lugs which are bolted to the equipment or with bar taps.
- C. Connections to ground rods shall be exothermic welded. Provide adapter sleeves as required for #6 AWG conductors or smaller. Assume the grounding electrode connection to the ground rods are existing to remain and connected to the existing MDS.
- D. Connections to copper water piping shall be made with ground clamps. Assume the grounding electrode connection to the copper water pipe are existing to remain and connected to the existing MDS.

**END OF SECTION**

## SECTION 26 05 33

### RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Conduit.
  - 2. Conduit fittings.
  - 3. Conduit accessories
  - 4. Underground warning tape.
  - 5. Pull and junction boxes.
  - 6. Fire stop material.
  - 7. Handholes.
  - 8. Conduit Identification.
  - 9. Execution/Installation.

##### 1.02 SUBMITTALS

- A. Submit the following items consistent with Section 01 33 00:
  - 1. Product data sheets for each type of conduit.

#### PART 2 PRODUCTS

##### 2.01 RIGID METAL CONDUIT

- A. Steel
  - 1. Galvanized inside and outside.
  - 2. NFPA 70, Article 344.
  - 3. UL Listed.

##### 2.02 RIGID METAL CONDUIT FITTINGS

- A. Threaded couplings and fittings only; no set screw, gland type, or split fittings.
- B. Grounding type insulated bushings; O-Z/Gedney Type BLG, or equal.
- C. Insulated bushings; Midwest Electrical Mfg. Co., O-Z/Gedney Type B, or equal.
- D. Sealing locknuts; Midwest Electrical Mfg. Co., RACO, or equal.
- E. Expansion Fittings
  - 1. 4-inches conduit movement.
  - 2. External bonding jumper.
- F. Pull Fittings (C, LB, etc.): Clamp type, stamped covers with gaskets and stainless steel screws and clamps.
- G. Conduit Hubs
  - 1. Full contact type with sealing "O" ring.

2. Myers "Scru-tite," or equal.

H. Material: Fittings, hubs, etc. shall be galvanized steel for galvanized steel conduit and copper free aluminum for aluminum conduit.

#### 2.03 RIGID NONMETALLIC CONDUIT AND FITTINGS

A. EPC-40-PVC and EPC-80-PVC.

B. Sunlight resistant.

C. NEMA TC2.

D. NFPA 70, Article 352.

E. UL Listed.

F. Manufacturer: Carlon, CertainTeed, or equal.

#### 2.04 ELECTRICAL METALLIC TUBING (EMT)

A. Galvanized exterior.

B. Corrosion resistant, lubricating interior coating.

C. Galvanized or Zinc Plated Finish Steel Fittings

1. Set screw, concrete-tight type, except raintight/concrete-tight gland compression type in wet locations.

2. Insulated throat connectors.

3. Appleton, Midwest Electric, O-Z/Gedney, or equal.

D. NFPA 70, Article 358.

E. UL Listed.

#### 2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Galvanized steel core.

B. Built-in continuous copper ground in 1/2 inch through 1-1/4 inches.

C. PVC jacket.

D. NFPA 70, Article 350.

E. UL listed.

F. Manufacturer: Amer-Tite Type UL, Anamet Anaconda Sealtite Type U.A., Electri-Flex Lquatite Type L.A., or equal.

G. Connectors

1. Grounding ferrule and insulated throat.

2. Manufacturer: Appleton STB, Crouse-Hinds LTB, Midwest Electric LTB, or equal.

- H. Grounding liquid tight connectors:
  - 1. Grounding ferrule and insulated throat.
  - 2. Ground lug cast as integral part of iron gland nut.
  - 3. Manufacturer: Appleton, Efcor Brand, O-Z/Gedney, or equal

#### 2.06 FLEXIBLE METAL CONDUIT

- A. Aluminum or galvanized steel.
- B. NFPA 70, Article 348.
- C. UL listed.

#### 2.07 UNDERGROUND WARNING TAPE

- A. 6 inches wide, 4-mil polyethylene film.
- B. Vivid, opaque, long-lasting red color with bold, black letters.
- C. Lettering
  - 1. Top line – "...CAUTION CAUTION CAUTION..."
  - 2. Bottom line – "...ELECTRIC LINE BURIED BELOW..."
- D. Seton Name Plate Corp. No. 210 ELE, EMED Co. Stock No. UT27737-6, or equal.

#### 2.08 PULL AND JUNCTION BOXES

- A. Covers attached with hinges and stainless-steel screws located within 1/2 inch of each corner opposite the hinges and spaced not more than 12 inches apart.
- B. Neoprene gasketed covers.
- C. Sized per NFPA 70 with enough capacity to add to each side at least 2 conduits of the same size as the largest conduit entering the box.
- D. Square cornered masonry type boxes, 2-1/2 inches minimum depth, shall be used for all flush switches and receptacles in glazed tile, face brick, and unfinished block walls.
- E. Weatherproof die-cast aluminum boxes with threaded outlets for all surface mounted outlets; Bell (Raco), or approved equal.
- F. Galvanized fittings and boxes for EMT conduit.

#### 2.09 FIRE RETARDANT MATERIAL

- A. Fire stop foam.
- B. Fire stop sealant.
- C. 3-hour fire rating.
- D. UL Classified per UL-1479.

E. Chase Technology Corp., Dow Corning, General Electric, 3M, or equal.

#### 2.10 DUCT SEALING COMPOUND

- A. Soft, fibrous, slightly tacky, non-hardening, and easily applied by hand at all working temperatures.
- B. Clean and non-staining.
- C. J.M. Clipper Corp. Duxseal, O-Z/Gedney DUX, or equal.

#### 2.11 CONDUIT CLAMPS

- A. Conduit clamps for rigid metal conduit shall be malleable iron, 1-hole clamp with malleable iron clamp backs; Crouse-Hinds MW500 Series, Raco 1303/1324, Appleton CL75M/600M, or equal.

#### 2.12 HANDHOLES

- A. Precast concrete box and cover or fiber reinforced polyester box and polymer concrete cover.
  - 1. Covers and boxes design/test load rating (lbs):
    - a. 22,500/33,750 – ANSI Tier 22.
- B. Minimum of 2 stainless steel bolts to secure cover to the box.
- C. Sized as Required Per Code:
  - 1. Minimum Size 13 inches wide, 24 inches long, and 36 inches deep.
- D. Manufacturer: CDR Systems Corp., Quazite "Composite," or equal.

#### 2.13 CABLE FITTINGS

- A. Aluminum or stainless steel threaded body and gland nut.
- B. Neoprene bushing.
- C. Stainless steel wire mesh grip.
- D. Crouse-Hinds CGB with RPE wire mesh grip, Killems CG, or equal.

#### 2.14 CONDUIT SEALS

- A. Conduit seals shall be provided wherever conduits penetrate exterior concrete walls below grade, or cross hazardous location boundaries
  - 1. For conduits less than 60 inches below grade; OZ/Gedney Type FSK, or equal.
  - 2. For conduits more than 60 inches below grade; OZ/Gedney Type WSK, or equal.

#### 2.15 WIREWAYS

- A. NEMA 12, minimum 14-gauge steel, ANSI 61 gray enamel finish inside and out over phosphatized surfaces.

- B. 14-gauge stainless steel for corrosive environments.
- C. Smooth, rounded edges on all sections and fittings.
- D. Hinge type with screw clamps which are galvanized or stainless steel.
- E. UL listed (UL-870).
- F. Sized per NFPA 70, Article 386.

### **PART 3 EXECUTION**

#### **3.01 CONDUIT INSTALLATION**

- A. All raceways shall be installed in accordance with NECA 1, Standard Practices for Good Workmanship in Electrical Contracting, and as specified herein.
- B. Conduit size shall be as shown on the Drawings or as required by the NFPA 70 with a minimum size of 3/4 inch, except that 1/2 inch may be used to connect to devices which have a knock-out or fitting for only 1/2-inch conduit.
- C. Pull boxes or fittings shall be installed as Site and pulling requirements dictate.
- D. All raceways shall be EMT, except where noted otherwise
  - 1. All raceways shall be installed concealed in walls, below floor slabs, or above suspended ceilings where possible.
  - 2. All exposed conduit in the Mechanical and Electrical Rooms shall be rigid metal conduit. All exposed conduit outdoors shall be rigid metal.
- E. The electrical conduit is used as the equipment grounding. The contractor shall install any new conduit to match existing conduit in the area and use conduit installations methods approved for the use including the equipment grounding requirements.
- F. Conduits or groups of conduits shall run parallel to or perpendicular to building lines. Grouped conduits shall be supported at proper intervals with trapeze or bracket type hangers constructed of galvanized Unistrut, Power-Strut, or equal. All hangers, fasteners, nuts, etc. shall be galvanized steel or stainless steel. Support fasteners shall be preset inserts, beam clamps, expansion shields, or gun-driven studs.
- G. Conduit and Penetration Sealing
  - 1. Any conduit run which goes through an exterior building wall or between rooms of more than 30 degrees F difference in temperature shall be sealed internally with duct sealing compound at the point where they leave the room.
  - 2. All penetrations thru fire rated walls shall be sealed according to NFPA 70, Article 300.21.
- H. No raceways, fittings, outlets, junction boxes, or pull boxes shall be attached to grating; they shall be connected to supports which are attached to structural members.
- I. All pull and outlet boxes shall be set plumb. Boxes for concealed wiring shall be flush with the finished surface. All boxes shall be UL listed for the location in which they are installed.

- J. Expansion fittings shall be installed at building expansion joints and where the length of straight run requires it.
- K. All conduits shall be kept dry and free of water or debris with pipe plugs or caps.
- L. Conduit and boxes shall not be attached to or suspended from equipment or mechanical ductwork. Where box or conduit must be mounted below ductwork, provide a structural channel support which is suspended from the ceiling or bracketed from a wall. Attachments to equipment shall be directly to the electrical devices associated with it.
- M. Conduit terminations to terminal boxes, cabinets, and enclosures shall have double locknuts and insulated bushings. External locknuts shall be sealing locknuts.
- N. All conduits which enter major equipment, such as the service entrance switchboard and motor control centers, shall have grounding type insulating bushings.
- O. Conduit terminations to outdoor or below ground NEMA 3R, 4, and 4X terminal boxes, pull boxes, cabinets, and enclosures shall use full contact hubs.
- P. Flexible conduit connections shall be used to connect from conduit system to equipment and devices if a rigid connection is improper or impractical.
  - 1. Liquidtight flexible metal conduit shall be used for flexible connections where the conduit system is rigid metal conduit.
  - 2. Flexible metal conduit shall be used for flexible connections where the conduit system is EMT.
  - 3. Liquidtight flexible metal conduit 1-1/2 inches and larger shall have an external bonding jumper sized in accordance with NFPA 70.
  - 4. Grounding liquidtight connectors may be used in lieu of the grounding clamp on the conduit.
- Q. Underground conduit runs shall have a minimum cover of 2 feet, and shall be rigid nonmetallic conduit, unless noted otherwise.
  - 1. Conduit shall be sloped to drain to handholes or pull boxes.
  - 2. Rigid metal conduit shall be used for the vertical elbow and riser out of the ground.
  - 3. Rigid metal conduit installed underground or in contact with concrete shall have a corrosion resistant coating or covering.
- R. Contractor shall do all trenching for underground conduit with a minimum size trench. 3 inches of sand shall be placed below and above buried conduit in trench. All fill material shall be placed in 12-inch lifts and compacted to 90-Percent Standard Proctor Density. Underground warning tape shall be laid in the trench approximately 9 inches below the surface.
- S. A nylon pull cord shall be installed in each empty conduit.
- T. Only raceway types which are specified in this Section shall be used.
- U. The roadway, sidewalk, or grade beneath which conduit is routed shall be restored to its original or better condition.
  - 1. Provide grading, soil, and seeding or sod to restore turf to original or better conditions.
  - 2. Coordinate type of soil, seeding and/or sod with Owner to match existing.

### 3.02 OPENINGS

- A. Contractor shall review the size and location of all openings to be sure they meet the requirements of the equipment that is furnished and/or installed as a part of this Contract. Contractor shall be responsible for providing all required openings necessary for a complete installation. All required openings are not shown on the Drawings.
- B. All openings shall be filled with an approved sealant, caulking, or grout after the conduit or cable installation is complete.

### 3.03 HANDHOLE INSTALLATION

- A. All handholes shall have a drain opening in bottom. Excavating for handholes shall be dug at least 24 inches deeper than the depth of the bottom of the handhole and the area below the handhole shall be filled with pea gravel.
- B. Handhole covers shall be bolted in place when Work is complete.
- C. Handholes are not shown on the plans but are included here and shall be provided as required for the phasing and installation requirements of the service.

**END OF SECTION**

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## SECTION 26 24 13

### SWITCHBOARDS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Equipment Ratings.
  - 2. Service Entrance Switchboard.
  - 3. Meter Socket.
  - 4. Service Connection and Metering Cabinet.
  - 5. Installation.
  - 6. Testing and Commissioning.

##### 1.02 SUBMITTALS

- A. Drawings submitted for approval of the main switchboard and the service connection and metering cabinet shall include the following information as applicable to each piece of equipment:
  - 1. Detailed top, front, and end views.
  - 2. Outline dimensions, including weights.
  - 3. Isometric or equivalent single line bussing diagram showing sizes, material, plating, and rating of phase, neutral, and ground buses.
  - 4. Electrical line diagrams and schematics.
  - 5. Metering and other wiring diagrams.
  - 6. Component device and material lists.
  - 7. Time-current curves for the circuit breakers and fuses.
  - 8. Nameplate entries and schedules.
  - 9. Features and accessories furnished to meet Specification requirements.
  - 10. Cable access and exit areas, termination spaces, pull boxes.

#### PART 2 PRODUCTS

##### 2.01 EQUIPMENT RATINGS (APPLICABLE TO ALL PRODUCTS SPECIFIED HEREIN, UNLESS NOTED OTHERWISE)

- A. Voltage: 208Y/120 volt, 3 phase, 4 wire, 60 Hz.
- B. Amperage: 1600 Amp.
- C. Fault Current Available: 42,000 amps, RMS symmetrical fault at rated voltage.

##### 2.02 METER SOCKET

- A. Power Company approved meter socket.

##### 2.03 SERVICE CONNECTION AND METERING CABINET

- A. NEMA 3R enclosure, front and rear doors which have continuous hinges and 3-point latching mechanisms with provisions for padlocking.

- B. 12-gauge galvanized steel construction. Green enamel finish which matches the transformer inside and out.
- C. Flanged bottom opening for pad mounting and conductor access.
- D. Galvanized steel channels for mounting of current transformers, mounted as required by the Power Company.
- E. End panel opposite the transformer shall have backing angles or stiffeners to support the Power Company's meter socket.
- F. Dimensions shall be as required by the Power Company and/or cable bending radius limitations per the NFPA 70.
- G. A galvanized steel telescoping wire-way with enamel finish to match the transformer, to be provided between the transformer and the connection cabinet.
- H. Service entrance rated.
- I. 100-percent rated Electronic Trip, molded case main circuit breaker with
  - 1. Operating mechanism shall be quick-make, quick-break with provisions for padlocking in the open position.
  - 2. True RMS sensing.
  - 3. Adjustable settings for
    - a. Long-time pickup.
    - b. Long-time delay.
    - c. Short-time pickup.
    - d. Short-time delay.
    - e. Instantaneous pickup.
    - f. Ground fault pickup.
    - g. ground fault delay.
  - 4. Interchangeable rating plugs.
  - 5. Thermal magnetic backup protection.
  - 6. Long time and ground fault memory.
  - 7. Trip indicators for overload, short circuit, and ground fault.
  - 8. Ground fault test provisions.
  - 9. Feeder Circuit Breakers
    - a. Operating mechanisms shall be with provisions for padlocking in the open position.
    - b. Bus connections and lugs for connection to:
      - 1) 1,600-amp service busway to building.
      - 2) Fire pump service entrance (main breaker located in Fire Pump Control Panel).
  - 10. Circuit breaker shall be Cutler-Hammer, General Electric, Siemens, Square D, or equal.

#### 2.04 MAIN DISTRIBUTION SWITCHBOARD

- A. Provide main distribution switchboard as indicated on the Drawings.
- B. Switchboard shall be dead-front, metal-enclosed, free-standing, front-accessible unless otherwise indicated, suitable for service entrance or distribution use as indicated on the Drawings.
- C. Switchboard shall be listed and labeled in accordance with UL 891.

- D. Switchboard shall be rated 208Y/120 volts, 3-phase, 4-wire, 60 hertz, with ampere rating and short-circuit current rating as indicated on the Drawings.
- E. Provide copper phase, neutral, and ground bus. Neutral bus shall be full capacity unless otherwise indicated.
- F. Provide equipment ground bus extending through the full length of the switchboard.
- G. Provide main and feeder overcurrent protective devices as indicated on the Drawings.
- H. Circuit breakers shall be molded-case or insulated-case circuit breakers with ratings, trip units, accessories, and interrupting ratings as indicated on the Drawings.
- I. Provide electronic trip circuit breakers where indicated on the Drawings. Electronic trip units shall include adjustable long-time pickup, long-time delay, short-time pickup, short-time delay, instantaneous pickup, ground-fault pickup, and ground-fault delay where required by the Drawings.
- J. Provide service entrance labeling, barriers, bonding, neutral disconnect link, and grounding provisions where equipment is used as service equipment.
- K. Provide lugs and termination space suitable for conductors indicated on the Drawings.
- L. Provide engraved nameplates for switchboard sections, main devices, feeder devices, and equipment served.
- M. Finish shall be manufacturer's standard gray baked enamel finish.
- N. Surge Protection Device (SPD)
  - 1. Provide SPD integral to, or directly connected within, the main distribution switchboard/MDC where indicated on the Drawings.
  - 2. SPD shall be UL 1449 listed and suitable for use on service equipment.
  - 3. Provide LED status indication for each phase.
  - 4. Provide direct bus bar connection or factory-integrated connection within the switchboard.
  - 5. Maximum continuous operating voltage shall be not less than 115 percent of nominal system operating voltage.
  - 6. Protection modes shall be L-L, L-N, L-G, and N-G.
  - 7. Minimum nominal discharge current rating shall be 20 kA.
  - 8. Minimum surge current capacity shall be 100 kA per phase, 50 kA per mode for 208Y/120-volt service.
  - 9. SPD shall include a 10-year minimum replacement warranty.
  - 10. Mount SPD or provide viewing window so status indicators are visible without exposing live parts.
- O. Manufacturer: Eaton/Cutler-Hammer, Schneider Electric/Square D, Siemens, ABB/GE, or equal.

## **PART 3 EXECUTION**

### 3.01 INSTALLATION

- A. Install service entrance equipment as shown on the Drawings.
- B. The neutral leads from the service transformer shall be connected to the service entrance panel ground bus.
- C. Enclosures shall be secured to floor/equipment pad with stainless steel hardware.

### 3.02 COORDINATION OF WORK WITH THE UTILITY

- A. Power company will be responsible for the following:
  - 1. The primary conductors shall be considered existing to remain.
  - 2. The riser pole, primary cutouts, lightning arresters, and grounding shall be considered existing to remain.
  - 3. The utility transformer shall be considered existing to remain.
  - 4. Termination of secondary conductors at the transformer.
- B. Contractor will be responsible for the following:
  - 1. Make all arrangements with the power company for obtaining electrical service, obtaining and completing all forms required by the utility, and furnish all labor and material required for the electrical service which the utility does not provide.
  - 2. Coordinating with the electric utility company for modifications required to the electrical service during each phase of the installation as required to minimize power outage.
  - 3. Furnish secondary conduits and cables.
  - 4. Providing current transformer / service connection cabinet.
  - 5. Furnish and install a power company approved metering enclosures.
  - 6. Terminating all secondary conductors at the service entrance equipment.
  - 7. Terminating and providing conductors required for the metering cabinet.
  - 8. Installing equipment which is supplied but not installed by the power company.
- C. Contractor shall obtain and complete all forms to apply for all applicable equipment rebates available from the power company serving the project.
- D. The cost of the work in which the power company provides shall not be included in the Bid Price.

### 3.03 TESTING AND COMMISSIONING

- A. A factory-trained service engineer shall inspect all components of the switchboard after it is installed and shall make all necessary corrections and parameter programming before the equipment is tested. All equipment shall then be tested in the presence of the Engineer and all operations proved satisfactory.

**END OF SECTION**

## SECTION 26 24 16

### PANELBOARDS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  1. Panelboards.
  2. Loadcenter.
  3. Installation.
  4. Identification.

##### 1.02 SUBMITTALS

- A. Data sheets shall be submitted which describe the panelboards and loadcenter, give electrical ratings, give dimensions, and list the breakers.

#### PART 2 PRODUCTS

##### 2.01 PANELBOARDS

- A. Hardware
  1. Surface or flush mounted as indicated on the Drawings.
  2. Door in door front, complete with trim, doors, flush chrome plated cylinder lock, catch, and directory with clear plastic cover.
  3. 2 keys.
  4. Copper bus which includes all current carrying parts such as phase buses, ground and neutral buses/bars, bus fingers, etc.
  5. All spaces indicated shall have bus fully extended and drilled for the future installation of breakers.
  6. Gray baked enamel finish.
  7. Trim attached directly to the box with screws; trim clamps shall not be used.
- B. Ratings
  1. Panelboard rating, main breaker, and branch breakers as specified on the Drawings.  
**Branch mounted main breakers shall not be allowed.**
  2. Service entrance ratings as required.
  3. Thermal-magnetic, quick make, quick-break, switching rated plug on circuit breakers.
  4. Circuit breaker rating and number of poles as specified on the Drawings.
  5. Multi-pole breakers with a common trip.
  6. Handle padlock attachments where required.
  7. Ampere Interrupting Ratings: 45,000 RMS symmetrical for 277 or 480 volt breakers, 22,000 RMS symmetrical for 240 volts or under.
- C. Surge Protection Device (SPD)
  1. Provide SPD integral to panelboard or loadcenter where indicated on the Drawings or panel schedules.
  2. SPD shall be UL 1449 listed and suitable for use in panelboard or loadcenter equipment.
  3. Provide LED status indication for each phase.

4. Provide direct bus bar connection or factory-integrated connection within the panelboard or loadcenter.
5. Maximum continuous operating voltage shall be not less than 115 percent of nominal system operating voltage.
6. Protection modes shall be L-L, L-N, L-G, and N-G.
7. Minimum nominal discharge current rating shall be 20 kA.
8. Minimum surge current capacity shall be 80 kA per phase, 40 kA per mode for 208Y/120-volt panelboards and loadcenters.
9. SPD shall include a 10-year minimum replacement warranty.
10. Mount SPD or provide viewing window so status indicators are visible without exposing live parts. Manufacturer: Cutler-Hammer, Square D, Siemens, or equal.

## 2.02 LOAD CENTERS

- A. Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.
- B. Bussing:
  1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  2. Bus Material: Aluminum or copper.
  3. Ampere Interrupting Ratings: 45,000 RMS symmetrical for 277 or 480 volt breakers, 22,000 RMS symmetrical for 240 volts or under.
- C. Circuit Breakers: Thermal magnetic plug-in type.
- D. Enclosures:
  1. Provide flush-mounted enclosures.
  2. Provide hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  3. Provide space in enclosure to allow the riser cables to be terminated inside the loadcenter.
- E. Manufacturer: Cutler-Hammer, Square D, Siemens, or equal.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Panelboards shall be located where shown on the Drawings with the top approximately 6 feet above the floor. Box shall be set plumb. Breaker assemblies shall be set plumb and in continuous contact with the panel trim piece.
- B. Panelboard schedule designations are as follows:
  1. Blank: Not intended for use.
  2. Space: Contains necessary bus and hardware for future addition of breakers.
  3. Spare: Contains a complete breaker installed, size as shown on schedule.
- C. Provide Surge Protection Device integral to panelboard where noted on the schedules.
- D. Provide HACR, GFCI and AFCI rated breakers which meet the requirements of NFPA 70 where noted on the panelboard schedules.

E. Loadcenters shall be used for all unit panels all other panels shall be panelboards.

### 3.02 IDENTIFICATION

- A. All panelboards shall be identified with laminated plastic name plates which have 1/2 inch high white letters on a black background. Nameplates shall be attached with screws.
- B. Circuit directory shall be neatly machine typed with the number of the circuit, description of the circuit, the area served, and the size of the protective device.

### 3.03 FIELD QUALITY CONTROL

- A. Measure steady state load currents at each panelboard feeder. Should the difference at any panelboard between phases exceed 10 percent, rearrange circuits in the panelboard to balance the phase loads within 10 percent. Take care to maintain proper phasing for multi-wire branch circuits.
- B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

**END OF SECTION**

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