



HOUSING AUTHORITY

OF THE CITY OF KEY WEST, FLORIDA

Invitation for Bids

SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)

No. KWHHA-22-IFB-139

Issue Date: Friday, May 27, 2022

Pre-Bid Meeting: Thursday, June 9, 2022 at 9:00 a.m.

Deadline for Questions: Tuesday, June 14, 2022 by 4:00 p.m.

Last Addendum: Friday, June 17, 2022 by 4:00 p.m.

Closing Date / Bid Opening: Friday, June 24, 2022 at 4:00 p.m.

Board Approval: Tuesday, July 12, 2022 at 3:00 p.m.

1400 Kennedy Drive, Key West, Florida 33040

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Section 1



HOUSING AUTHORITY

OF THE CITY OF KEY WEST, FLORIDA

INVITATION FOR BIDS ("IFB") **SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)** **No. KWH-22-IFB-139**

The Housing Authority of the City of Key West, Florida (KWH) invites eligible contractors to submit sealed bids to provide a service upgrade to include new electrical service from a Keys Energy pad transformer, new secondary service conductors, new main switchboard, new emergency generator and tank, connection cabinet, new emergency feeders, and a new fire pump controller for a 5-story occupied residential apartment structure located at 1400 Kennedy Drive, Key West, Florida. The total allowable time for completion of the project will be 12-months (permitting: 1 month / work: 11 months).

The IFB package will be on DemandStar.com and KWH.org as of **Friday, May 27, 2022** or may be requested by contacting Vanessa Sellers at the KWH via electronic mail (sellersv@kwh.org) or by telephone (305-296-5621 x 282).

An optional attendance pre-bid meeting will be conducted in person at the KWH at 1400 Kennedy Drive, Key West, starting at **9:00 a.m. on Thursday, June 9, 2022** to familiarize bidders with the bid package and the site. Due to the nature of the project, virtual attendance will not be possible.

No verbal requests for clarification of information will be accepted. All questions must be made in writing via mail (1400 Kennedy Drive, Key West, FL 33040), email (sellersv@kwh.org), or hand delivery, and all questions must be received no later than **Tuesday, June 14, 2022 by 4:00 p.m.** Appropriate questions will be answered and any revisions to the IFB will be provided in a written addendum to be issued no later than **Friday, June 17, 2022 by 4:00 p.m.**

Sealed bids must be received by **4:00 p.m. on Friday, June 24, 2022** at 1400 Kennedy Drive, Key West, Florida 33040, at which time and place all bids will be publicly opened and read aloud. Applicants who fail to submit by the deadline of the submission date will be deemed non-responsive. All responses submitted are subject to these instructions and HUD Form 5369, "Instructions to Bidders for Contracts Public and Indian Housing Programs."

Attention is called to the provisions for equal opportunity and payment of not less than the minimum salaries and wages, as set forth in the bid documents, which must be paid on this project. This opportunity is covered under Section 3 of the HUD Act of 1968.

Prior to the start of the work, the successful bidder must furnish a General Liability Insurance Certificate to the KWH in an amount not less than \$2,000,000, and the following types of insurances shall be in force: Worker's Compensation, Automobile Liability for all Vehicles/Equipment to be used in the work, and any other types required when performing work of this nature. The contractor must have a current occupational and trade license required by local ordinances.

The KWH reserves the right to reject any or all bids or to waive any informality(s) in the bidding and to award to any party considered to be in the best interest of the KWH.

Bids must be submitted in a sealed envelope and addressed as follows:

INVITATION FOR BIDS – SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)
BID # KWH-22-IFB-139
ATTN: PROCUREMENT DEPARTMENT
1400 KENNEDY DRIVE, KEY WEST FLORIDA 33040

If bids are submitted by courier service, both the sealed interior and exterior envelope shall be marked "INVITATION FOR BIDS – SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)". No bid shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids without the consent of the KWH.

By: Randy Sterling
Executive Director / Contracting Officer

DATE FOR PUBLICATION: Friday, May 27, 2022 (DemandStar.com & KWH.org)

Section 2

SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)

INTRODUCTION & OVERVIEW, PROCUREMENT SCHEDULE, SCOPE OF SERVICES AND GENERAL SPECIFICATIONS, QUALIFICATIONS, EVALUATION & SELECTION, AND OTHER RELEVANT INFORMATION

Part I. Introduction and Overview

The Housing Authority of the City of Key West, Florida (the HA) is a municipal agency created under F.S. 421. The HA's mission is to provide safe, secure, and quality affordable housing solutions to citizens of the community in a manner that promotes the self-sufficiency of low-income families and meets the needs of moderate-income families in the local workforce.

The purpose of this Invitation for Bids (IFB) is to obtain bids from qualified contractors to provide a service upgrade to include new electrical service from a Keys Energy pad transformer, new secondary service conductors, new main switchboard, new emergency generator and tank, connection cabinet, new emergency feeders, and a new fire pump controller for a 5-story occupied residential apartment structure located at 1400 Kennedy Drive, Key West, Florida.

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

Part II. Procurement Schedule

| | |
|---|------------------------------------|
| Advertised on DemandStar.com | Friday, May 27, 2022 |
| IFB package posted on the KWH & MCHA websites | Thursday, May 26, 2022 |
| Pre-Bid Meeting | Thursday, June 9, 2022 – 9:00 a.m. |
| Deadline for questions (unless extended via an addendum) | Tuesday, June 14, 2022 – 4:00 p.m. |
| Deadline for KWH-issued responses & any revisions (unless extended via an addendum) | Friday, June 17, 2022 – 4:00 p.m. |
| Submission deadline & bid opening (unless extended via an addendum) | Friday, June 24, 2022 – 4:00 p.m. |

Part III. Scope of Services & General Specifications

The Contractor shall provide all labor, tools, equipment, and materials necessary to provide a service upgrade to include new electrical service from a Keys Energy pad transformer, new secondary service conductors, new main switchboard, new emergency generator and tank, connection cabinet, new emergency feeders, and a new fire pump controller for a 5-story occupied residential apartment structure located at 1400 Kennedy Drive, Key West, Florida. Contractor will refer to the electrical engineering and structural engineering plans provided in this section of the IFB. Contractor shall provide its own office trailer if one is needed or desired by Contractor. No on-site office facilities will be provided by the Housing Authority.

The Housing Authority will provide the following:

- On-site exterior storage space for materials and office trailer
- Access to on-site public restroom for use by the Contractor and its employees and any of its sub-contractors and their employees
- Temporary electrical power

Contractor shall conduct operations under the Contract in such a manner as to allow, during the performance of the work, ingress and egress for the tenants and other authorized persons with the HA's cooperation.

The work shall be conducted efficiently and at the least inconvenience to the residents.

The Contractor shall provide all necessary safety equipment, materials, and personnel to protect the public walks and entrances to buildings and grounds within the work areas of the Contract so that pedestrians, tenants, and the public are protected at all times.

The Contractor shall protect and be responsible for the existing buildings, facilities, and improvements within the areas of the operations under the Contract. Should any portion of the buildings or areas be damaged due to work of the Contract, the Contractor shall report the conditions and circumstances to the HA and shall make all necessary repairs and replacements to such damaged work at its own expense.

The Contractor shall be responsible for any damage or loss incurred because of the work of the Contract to tenant's property or other work, and shall, at its own expense, replace any material which, in the opinion of the HA, has become damaged to such extent that it cannot be restored to its original condition.

All work shall be done in a neat clean manner by experienced and capable persons. The Contractor shall keep the premises free of debris and construction materials resulting from the work. All debris and such materials shall be removed from the premises at the end of each workday. Upon completion of the work, the Contractor shall assume ownership of all debris resulting from the work, remove it from the premises, and legally dispose of it, unless otherwise specified.

The work shall be conducted Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. No work shall be conducted on weekends or Federal holidays. The work shall be completed within the time schedule established in the notice to proceed issued by the Contracting Officer. If the Contractor fails to complete the work within the time period established in the notice to proceed, the Contractor shall pay to the HA as liquidated damages the sum of \$200.00 for each day of delay.

The City of Key West's Building Department will waive all building permit fees related to this project. This waiver of fees does not relieve the awarded Contractor from their responsibility of obtaining and properly displaying building permits as required by the City of Key West Land Development Regulations.

Part IV. Qualifications

To be considered qualified to perform the services under the Scope of Work, Contractor performing the required services must have the following qualifications:

1. State and local licenses as required.
2. Have the ability to obtain necessary permits for the project.

Insurance Requirements:

Prior to the start of the work, the Contractor must furnish a General Liability Insurance Certificate to the HA in an amount not less than \$2,000,000, and the following types of insurances shall be in force: Worker's Compensation, Automobile Liability for all Vehicles/Equipment to be used in the work, and any other types required when performing work of this nature.

Part V. Evaluation & Selection

After the Contracting Officer evaluates each bid, the responsive and responsible bidder that submits the bid whose dollar value for the total cost of the project as described in Section 2, Part III of this IFB is lowest and meets all specified requirements will be awarded the Contract.

To be considered responsive, a bid must conform to the material requirements of the IFB. The Contracting Officer will examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. If the bid does not conform to the solicitation, it will be rejected, and the next lowest bid will be examined for responsiveness. Minor informalities will not be grounds for determining a bid to be non-responsive.

After determining the responsiveness of the low bid, the Contracting Officer will determine if the bidder is responsible. A responsible bidder must:

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

NOTE: The HA reserves the right to reject any or all bids, in whole or in part, or to waive any irregularities or informalities in the bidding and to award to any party considered to be in the best interest of the HA.

Part VI. Other Relevant Information

The Contract executed pursuant to this IFB is deemed to include:

1. The specific contract document provided by the HA.
2. The IFB package in its entirety.
3. Contractor's bid package submitted to the HA.
4. Required HUD forms:
 - Form HUD-5369, Instructions to Bidders for Contracts Public and Indian Housing Programs, included in Section 4 of the IFB.
 - Form HUD-2992, Certification Regarding Debarment & Suspension, included in Section 8 of the IFB.
 - Form HUD-50070, Certification for a Drug-Free Workplace, included in Section 11 of the IFB.
 - Form HUD-92010, Equal Employment Opportunity Certification, included in Section 12 of the IFB.
 - Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, included in Section 15 of the IFB.
 - Form HUD-5370, General Conditions for Construction Contracts included in Section 16 of the IFB.

DESIGN DATA

THESE PLANS SHALL ACCOMPANY THE PLANS OF POWER MANAGEMENT CORPORATION. THESE PLANS ARE INTENDED AS STRUCTURAL ENGINEERING AND EXISTING UTILITY DETAILS ONLY.

THE WORK DEPICTED HEREIN WAS PREPARED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, 7TH EDITION (2020) ASCE 7-16, ASCE 24-14.

THE FOLLOWING LOADINGS WERE USED:
BASE FLOOD ELEVATION: AET NGVD
DESIGN FLOOD ELEVATION (D.F.E.): 7.0' + 1.0' = 8.0' NGVD29
WIND LOAD: 200 MPH (ASCE 7-16) 3 SECOND GUST, EXPOSURE D, RISK CATEGORY II
FLOOR LIVE LOAD: 100 PSF

INDEX OF DRAWINGS

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- S-2 - GENERATOR FOUNDATION DETAILS
- S-3 - RAILING DETAILS

GENERAL NOTES

1. THESE PLANS ARE FOR THE WORK AT THE LOCATION SO DESIGNATED HEREIN.
2. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE WORK AND MAKE STRUCTURE READY FOR USE.
3. THERE SHALL BE NO DEVIATION FROM THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS BEFORE BID, CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK SITE AND REPORT ANY DISCREPANCIES, DIFFERENCES, OR CONDITIONS THAT ARE UNSATISFACTORY OR UNSAFE.
5. NOTIFY THE ENGINEER OF RECORD IMMEDIATELY IF ANY DISCREPANCIES, DIFFERENCES, UNSATISFACTORY OR UNSAFE CONDITIONS, ANY MODIFICATIONS OR CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER AND ENGINEER OF RECORD SHALL NOT BE ALLOWED. ANY REMEDIAL RESTORATION OR OTHER IMPACT AS A RESULT OF NOT OBTAINING SUCH PRIOR APPROVAL WILL BE MADE BY THE CONTRACTOR WITHOUT ADDITIONAL COST OR COMPENSATION FROM THE OWNER.
6. THE CONTRACTOR SHALL PROVIDE FOR THE SAFETY, PREVENTION OF INJURY OR OTHER LOSS AT THE JOB TO ALL PERSONS EMPLOYED IN THE WORK, PERSONS VISITING THE WORK AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PROTECTION OF DAMAGE, DUE TO THE WORK, TO MATERIALS OR EQUIPMENT AND OTHER PROPERTY AT THE SITE OR ADJACENT THERETO.
7. NO RESEARCH AS TO THE PRESENCE OF UNDERGROUND UTILITIES HAS BEEN INCLUDED ON OR PERFORMED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING SUNSHINE UTILITY LOCATE SERVICE PRIOR TO ANY CONSTRUCTION WITHIN ANY PUBLIC RIGHT-OF-WAY OR OTHER AREAS WHERE UNDERGROUND UTILITIES MAY BE PRESENT (I.E. IN AND AROUND UTILITY EASEMENTS, ETC.).
8. THE GENERAL CONTRACTOR SHALL PROVIDE AN ON-SITE DUMPSTER IN A LOCATION COORDINATED WITH THE OWNER FOR THE DISPOSAL OF REMOVED MATERIAL AND CONSTRUCTION DEBRIS. THE DUMPSTER SHALL BE EMPTED AT APPROPRIATE INTERVALS TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK IN STRICT CONFORMANCE WITH THE PLANS, THE FLORIDA BUILDING CODE, 7TH EDITION (2020), LOCAL CODES AND ORDINANCES, MANUFACTURER RECOMMENDATIONS AND ACCEPTABLE TRADE PRACTICES. ANY CONFLICT BETWEEN THESE REQUIREMENTS AND THE MOST STRINGENT REQUIREMENTS SHALL GOVERN THE WORK.
10. SHOP DRAWINGS OF ALL PREPARED STRUCTURAL FLOOR AND ROOF SYSTEMS AND MECHANICAL SYSTEMS SHALL BEAR THE SEAL OF A FLORIDA PROFESSIONAL ENGINEER AS REQUIRED BY THE FLORIDA BUILDING CODE, 7TH EDITION (2020) AND SHALL BE SUBMITTED TO THE ENGINEER OF RECORD BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.
11. THE CONTRACTOR SHALL NOT SCALE DRAWINGS, ANY INFORMATION THAT THE CONTRACTOR CANNOT OBTAIN FROM DIMENSIONS, DETAIL OR SCHEDULE SHALL BE OBTAINED FROM THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES TO PREVENT ANY CONFLICTS.
13. THE CONTRACTOR SHALL FURNISH ALL SUBCONTRACTORS WITH A COMPLETE SET OF PLANS. ALL CHANGES SHALL BE NOTED ON THE DRAWINGS AND (2) COMPLETE AS-BUILT SETS SHALL BE DELIVERED TO THE OWNER AFTER COMPLETION OF WORK.

FOUNDATION & CONCRETE NOTES

1. ALL FOOTINGS ARE TO BE PLACED ON FIRM, UNDISTURBED, NATURAL OR UNLESS OTHERWISE NOTED.
2. CENTER ALL FOOTINGS UNDER WALLS, COLUMNS OR GRID LINES UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL FURNISH FIELD DENSITY TESTS ON COMPACTED FILL UNDER FOOTINGS AND SLAB PRIOR TO PLACING CONCRETE. A MINIMUM OF 3 REPRESENTATIVE TESTS SHALL BE TAKEN FOR EACH FOOTING AND SLAB POUR.
4. FILL SHALL BE CLEAN EARTH FREE FROM ORGANIC MATTER, CAPABLE OF 2,000 PSF ALLOWABLE BEARING CAPACITY, COMPACTED IN MAX. 12" LIFTS.
5. ALL CAST-IN-PLACE CONCRETE SHALL BE MADE WITH TYPE I PORTLAND CEMENT, STONE AGGREGATE AND SHALL DEVELOP AT LEAST 4,000 PSI COMPRESSIVE STRENGTH IN 28 DAYS (UNLESS OTHERWISE NOTED).
6. SLABS, TOPPING, FOOTINGS, BEAMS AND WALLS SHALL NOT HAVE JOINTS IN THE HORIZONTAL PLANE, ANY STOP-IN CONCRETE WORK MUST BE MADE AT THE CENTER OF SPAN WITH VERTICAL BULGHEADS AND SHEAR KEYS, UNLESS OTHERWISE NOTED. ALL CONSTRUCTION JOINTS SHALL BE AS DETAIL OR OTHERWISE APPROVED BY THE ENGINEER.
7. ALL CONCRETE WORK AND REINFORCING DETAIL SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 318. EXPOSED EDGES OF CONCRETE SHALL HAVE #2 CHAMFER, USE STANDARD REBAR HOOKS UNLESS OTHERWISE NOTED.
8. CONCRETE FORMS SHALL BE SET IMMEDIATELY PRIOR TO PLACING CONCRETE.
9. MIXING, PLACING AND CURING OF ALL CONCRETE MUST BE IN ACCORDANCE WITH ACI 308R, HOT WEATHER CONCRETING, NEW CONCRETE EXPOSED TO DIRECT SUNLIGHT SHALL BE SPRAYED OR MOISTENED WITH A CURING COMPOUND AFTER THE FINISH HAS SET OR THE CONCRETE SHALL COVERED AND WETTED.
10. PROVIDE PLASTIC SLUVEES IN MASONRY PARTITIONS AND CONCRETE FOUNDATIONS AS INDICATED AND REQUIRED FOR UTILITY SERVICES. NO OTHER PIPE, CONDUIT OR ACCESSORY SHALL BE PLACED IN STRUCTURAL SLABS, COLUMNS OR BEAMS UNLESS SPECIFICALLY SHOWN ON STRUCTURAL DRAWINGS.
11. PROVIDE MASONRY FILLED CELL OR CONCRETE COLUMN WITH (1) #5 REBAR FROM BEAM TO BEAM ON BOTH SIDES OF ALL EXTERIOR CORNERS.
12. ALL REINFORCING SHALL BE HIGH STRENGTH DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60.
13. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 AND SHALL BE LAPPED ONE FULL MESH AND AT 90 DEGREE AND END STUDS AND WELDED TOGETHER.
14. REINFORCING "COVERAGE" SHALL BE 3" MINIMUM WHEN FORMS ARE USED AND 3" MINIMUM WHEN POURED AGAINST THE EARTH, UNLESS OTHERWISE NOTED.
15. LAR SPACERS SHALL BE A MINIMUM OF 48 BAR DIAMETERS, UNLESS NOTED OTHERWISE, MAKE ALL BARS CONTINUOUS AROUND CORNERS.
16. PROVIDE ALL ACCESSORIES NECESSARY TO SECURE REINFORCING IN PROPER POSITION AS INDICATED ON THE DRAWINGS AND IN ACCORDANCE WITH ACI 318. ALL ACCESSORIES THAT DO NOT MEET REINFORCEMENT COVERAGE REQUIREMENTS SHALL BE NON-BEELIC.
17. ALL UNIT MASONRY CONSTRUCTION AND DETAIL SHALL BE IN ACCORDANCE WITH ACI 318.
18. MASONRY SHALL BE LAR RUMING BOND UNLESS NOTED OTHERWISE.
19. CONCRETE BLOCK SHALL CONFORM WITH ASTM C90, MORTAR SHALL BE TYPE S, ASTM C270, GROUT SHALL CONFORM TO ASTM C939, 1/2" - 3/8" PSI.
20. ANCHOR BOLTS (INCL. ALL THREAD) SHALL BE MINIMUM 3/4" GALVANIZED STEEL AND EMBEDDED MINIMUM 7" INTO CONCRETE, UNLESS NOTED OTHERWISE. ANCHOR BOLTS SHALL MEET ASTM F1554, F1554 MIN. SUPPLY ALL ANCHOR BOLTS W/ NUTS AND WASHERS SEE (ING. ASTM A563 AND 184).
21. WHEN STAINLESS STEEL BOLTS AND THREADED ROD IS SPECIFIED, THEY SHALL BE TYPE 304 OR 316, Fy=304 MIN., PROVIDED WITH TYPE 304 OR 316 NUTS AND WASHERS, DO NOT ALLOW CONTACT BETWEEN STAINLESS STEEL AND GALVANIZED PARTS.
22. ANCHOR BOLT EPOXY SHALL BE EPOXY SET-UP OR APPROVED EQUAL. CLEAN HOLES AND INSTALL PER MANUFACTURER SPECIFICATIONS.
23. COORDINATE WITH ELECTRICAL, CONTRACTOR AND POWER MANAGEMENT CORPORATION PLANS FOR GROUNDING AND BONDING REQUIREMENTS OF REBAR.

DEMOLITION NOTES

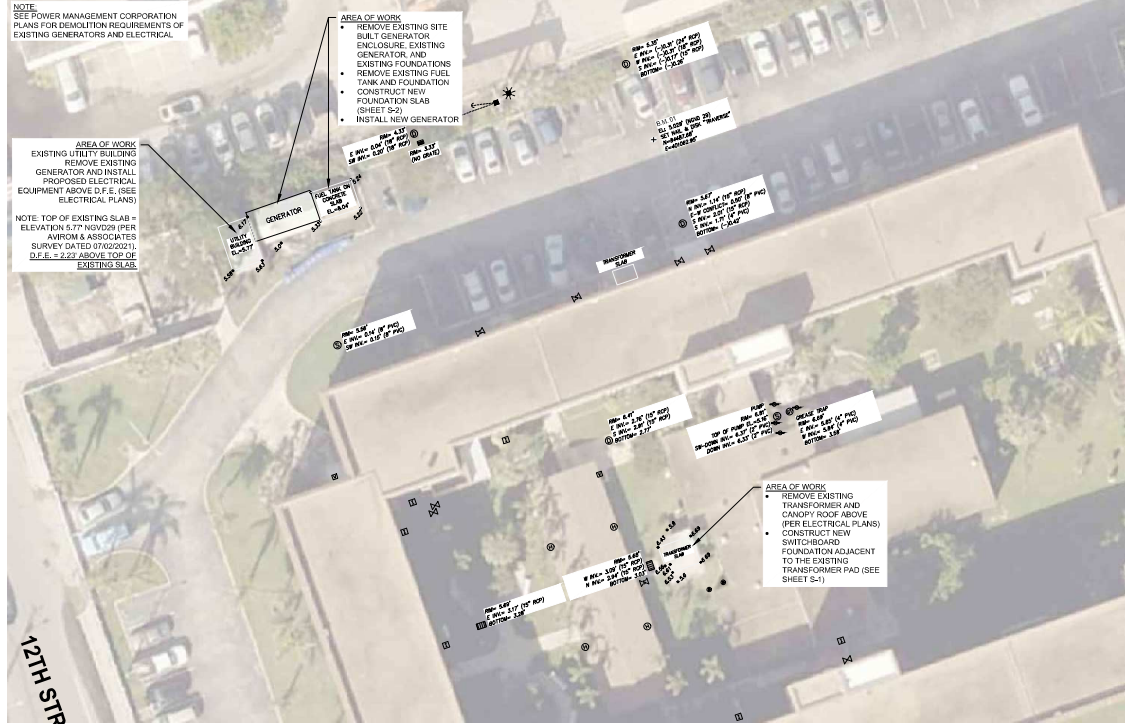
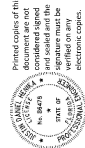
1. PRIOR TO SUBMITTING A BID, VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS ON THE JOB SITE, AND ALSO AFTER AWARD, BUT PRIOR TO THE START OF CONSTRUCTION.
2. ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE, AND SHALL BE PROPERLY REMOVED FROM THE SITE, COMPLY WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE PROJECT.
3. ALL COST OF DEMOLITION INCLUDING PERMIT FEES, DISPOSAL FEES, ETC. ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF AND TO CONFORM WITH ALL APPLICABLE DEMOLITION AND DISPOSAL CODES, SAFETY REQUIREMENT, AND ENVIRONMENTAL PROTECTION REGULATIONS OF ANY GOVERNMENTAL BODY HAVING JURISDICTION OVER THE PROJECT.
5. PROVIDE SAFETY BARRICADES AS REQUIRED TO PROTECT THE SAFETY OF THE GENERAL PUBLIC AND WORKERS ASSOCIATED WITH THE PROJECT.
6. PROVIDE BRACING AND SHORING AS REQUIRED TO TEMPORARILY SUPPORT STRUCTURAL MEMBERS DURING CONSTRUCTION, BRACING AND SHORING OF STRUCTURAL MEMBERS SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
7. DEMOLISHED MATERIAL, CLASSIFIED AS CLEAN FILL MAY BE DISTRIBUTED ON-SITE WHEN SPECIFICALLY APPROVED BY THE ENGINEER.



LOCATION MAP

Digitally signed
by Justin D
Henika

Date: 2022.05.23
15:29:06 -0400



SCHEMATIC SITE PLAN - STRUCTURAL

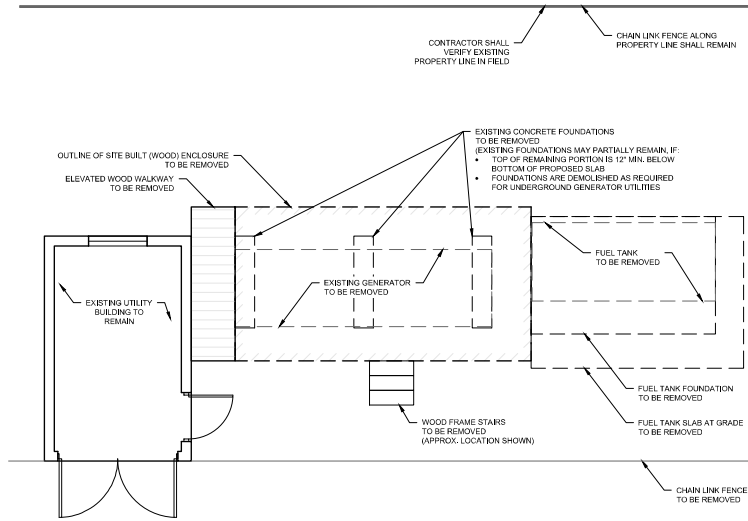
ONLY STRUCTURAL WORK SHOWN
SEE ADDITIONAL PLANS FOR COMPLETE SCOPE

SCALE: N.T.S.

NOTE:
SURVEY INFORMATION SHOWN REFERENCES
AVIRON & ASSOCIATES SURVEY DATED 01/02/2021



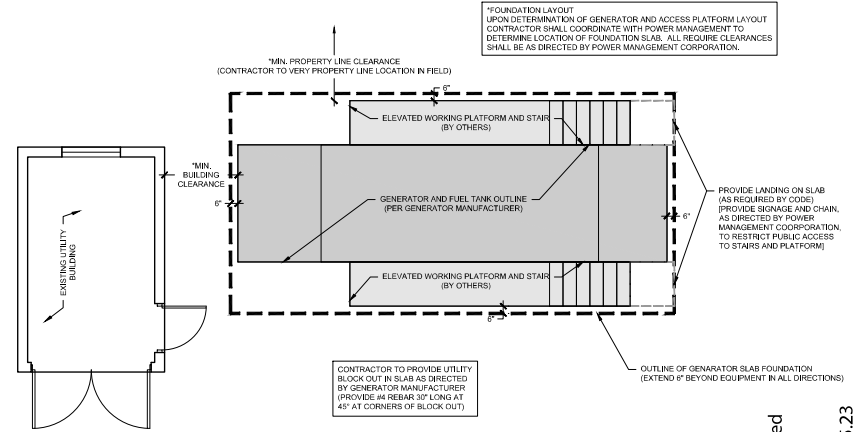
SHEET S-1



PARTIAL SITE PLAN - EXISTING

GENERATOR

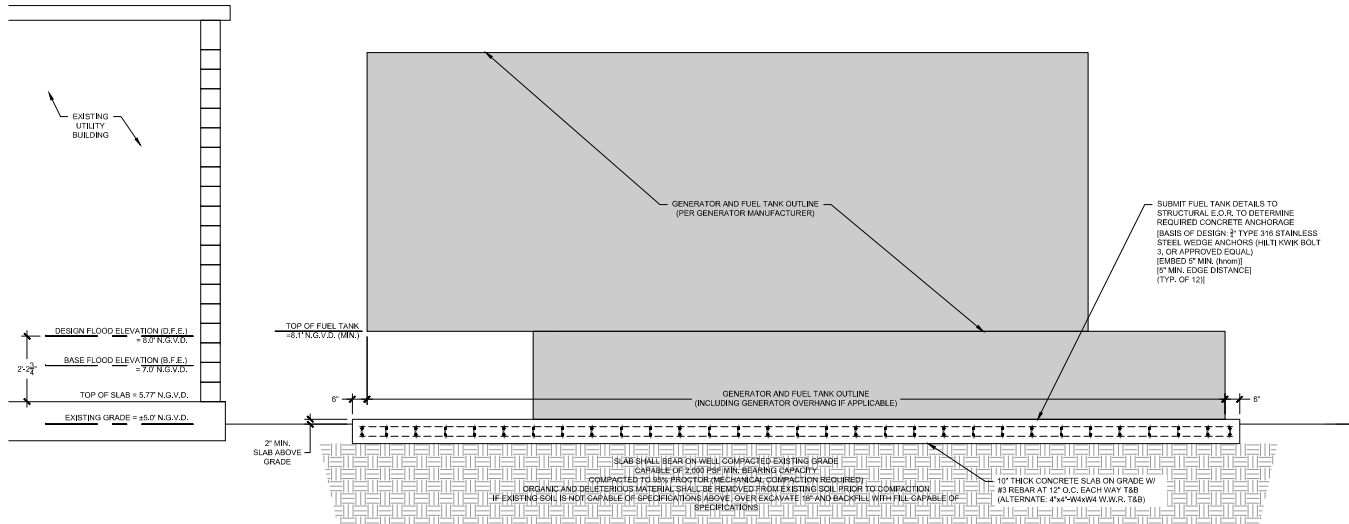
SCALE: 1/4"=1'-0"



FOUNDATION PLAN

GENERATOR

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



TYP. SECTION DETAIL

GENERATOR

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

Digitally signed
 by Justin D
 Henika
 Date: 2022.05.23
 15:30:29 -04'00'



| REVISIONS | DATE | DESCRIPTION |
|-----------|-----------|-------------|
| 1 | JUNE 2021 | ORIGINAL |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

| EQUIPMENT FOUNDATIONS |
|-----------------------|
| 1400 KENNEDY DRIVE |
| KEY WEST, FL 33040 |

| KEY WEST HOUSING AUTHORITY |
|----------------------------|
| 1400 KENNEDY DRIVE |
| KEY WEST, FL 33040 |

| | |
|----------|--------|
| JOB NO. | 211032 |
| DRAWN | AJH |
| DESIGNED | JDH |
| CHECKED | JDH |
| SHEET | S-2 |

| BAR SPLICING SCHEDULE SLABS, WALLS & FOOTINGS (CLASS B) | | |
|--|----------------|---------------------------|
| BAR SIZE | LOCATION | LAP SPICE LENGTH (INCHES) |
| #3 | TOP BARS* | 15" |
| | ALL OTHER BARS | 12" |
| #4 | TOP BARS* | 20" |
| | ALL OTHER BARS | 15" |
| #5 | TOP BARS* | 24" |
| | ALL OTHER BARS | 19" |
| #6 | TOP BARS* | 28" |
| | ALL OTHER BARS | 22" |
| #7 | TOP BARS* | 42" |
| | ALL OTHER BARS | 33" |
| #8 | TOP BARS* | 48" |
| | ALL OTHER BARS | 37" |
| #9 | TOP BARS* | 60" |
| | ALL OTHER BARS | 46" |
| #10 | TOP BARS* | 74" |
| | ALL OTHER BARS | 57" |

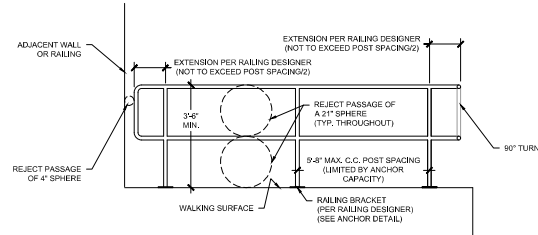
NOTES:

- BASED ON NORMAL WEIGHT CONCRETE (4,000 PSI CONCRETE STRENGTH) & GRADE 60 REINFORCEMENT, CLASS B SPLICE.
- *TOP BARS ARE HORIZONTAL OR INCLINED BARS WITH MORE THAN 12 INCHES OF CONCRETE CAST BELOW THE BARS.
- SPLICES SHALL BE STAGGERED, WHEN POSSIBLE, HOWEVER, NOT REQUIRED.
- CENTER TO CENTER BAR SPACING IS ASSUMED TO BE A MINIMUM OF 8" FOR #5 BARS AND SMALLER, AND 4" - ONE BAR DIAMETER FOR BARS LARGER THAN #5. OTHERWISE SEE BEAMS & COLUMNS SPLICING TABLE.
- TENSION DEVELOPMENT AND LAP SPICE LENGTHS ARE CALCULATED PER ACI 318-14, SECTIONS 25.4.2.3 AND 25.5.1.

| STANDARD 90° HOOK DEVELOPMENT LENGTH | | |
|---|-----------------------------|----------------------|
| BAR SIZE | DEVELOPMENT LENGTH (INCHES) | HOOK LENGTH (INCHES) |
| #3 | 6" | 8" |
| #4 | 7" | 8" |
| #5 | 9" | 10" |
| #6 | 10" | 12" |
| #7 | 12" | 14" |
| #8 | 14" | 16" |
| #9 | 15" | 20" |
| #10 | 17" | 22" |

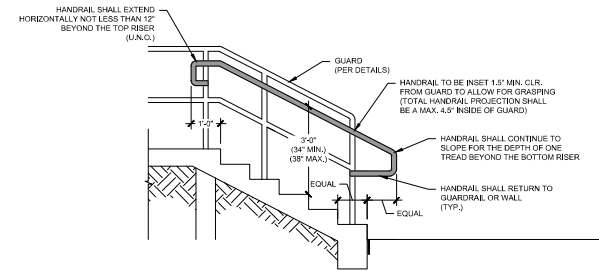
NOTES:

- BASED ON NORMAL WEIGHT CONCRETE (4,000 PSI CONCRETE STRENGTH) & GRADE 60 REINFORCEMENT.
- HOOKED BARS SHALL HAVE SIDE COVER NORMAL TO PLANE OF HOOK OF $\geq 2\bar{d}$.
- REBAR HOOKS SHALL BE PER ACI 318, SECTION 25.3.



TYP. DETAIL - GUARD RAIL

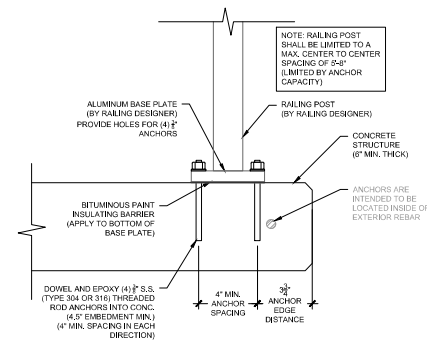
SCALE: N.T.S.



TYP. DETAIL - HANDRAIL

SCALE: N.T.S.

- RAILING NOTES:**
- HANDRAILS ARE INTENDED TO MEET THE REQUIREMENTS OF F.B.C. 1014. GUARDS ARE INTENDED TO MEET THE REQUIREMENTS OF F.B.C. 1015.
 - GUARDS AND HANDRAIL TO BE CONSTRUCTED OF 1.6" - 2" ALUMINUM PIPE, RATED FOR EXTERIOR EXPOSURE. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER, SUBMITTED, AND APPROVED PRIOR TO FABRICATION.
 - CONTRACTOR TO COORDINATE FINAL AS-BUILT STRUCTURE DIMENSIONS WITH MANUFACTURER AS REQUIRED, PRIOR TO DESIGN AND FABRICATION OF RAILING.
 - HANDRAIL AND GUARDRAIL TO BE CONSTRUCTED TO WITHSTAND A CONCENTRATED LOAD OF 200 LBS AND A UNIFORM LOAD OF 50 P.L.F. (NONCONCURRENT).
 - APPLIED AT ANY POINT IN ANY DIRECTION, PER FBC 1607.6.
 - MAINTAIN A MIN. 36" CLR. BETWEEN GUARDS AND A MIN. 27" CLR. BETWEEN HANDRAILS.



TYP. DETAIL - RAILING POST ANCHOR

RAILING ANCHORED TO CONCRETE

SCALE: N.T.S.

Digitally signed
by Justin D
Henika
Date: 2022.05.23
15:20:56 -04'00'





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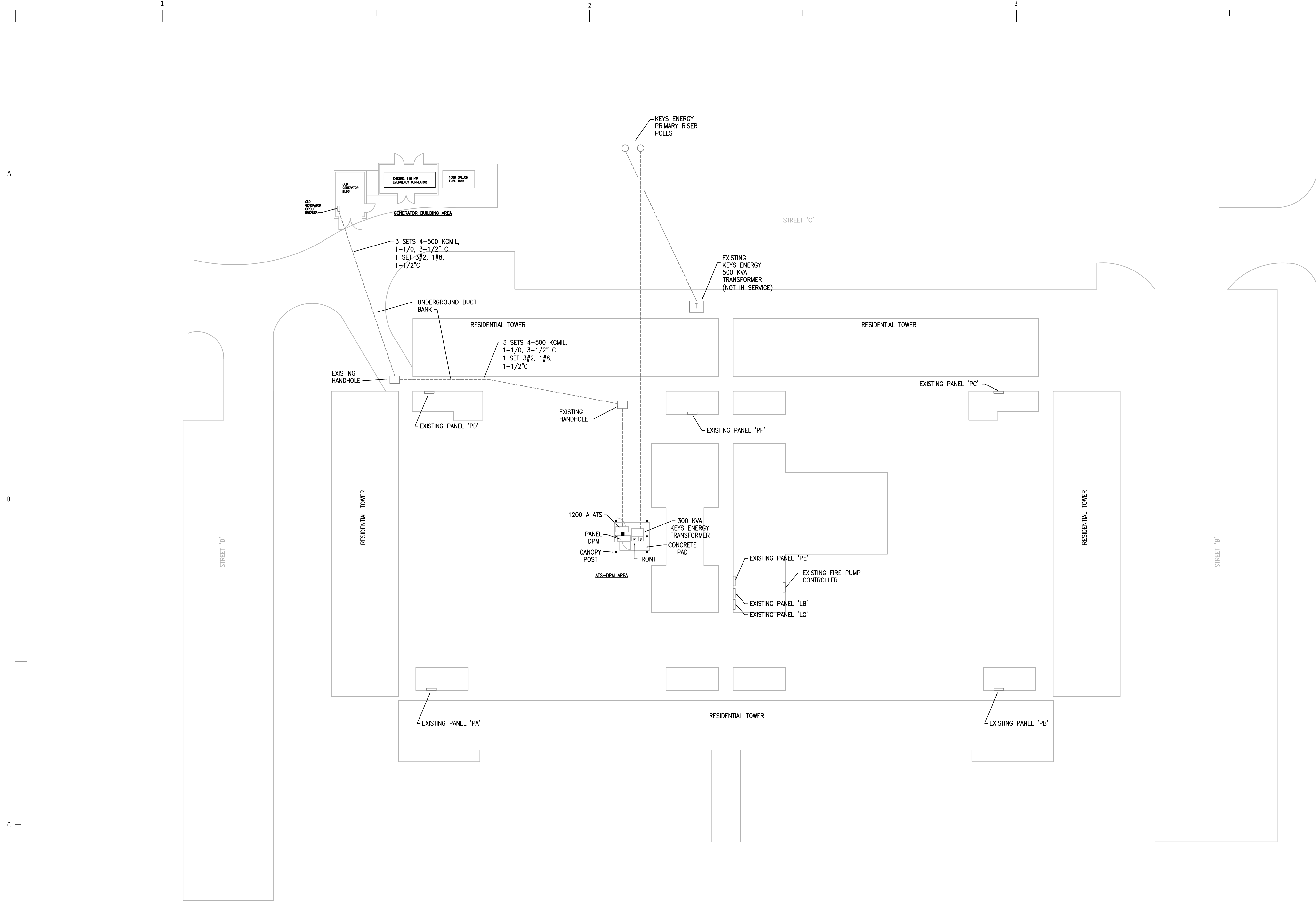
CONSTRUCTION ISSUE

[illegible]

DATE: 5/24/22
PROJECT #: 21009
DESIGNER: JMG
ENGINEER: JMG

TITLE SHEET
VICINITY MAP
AND GENERAL INFO

EC



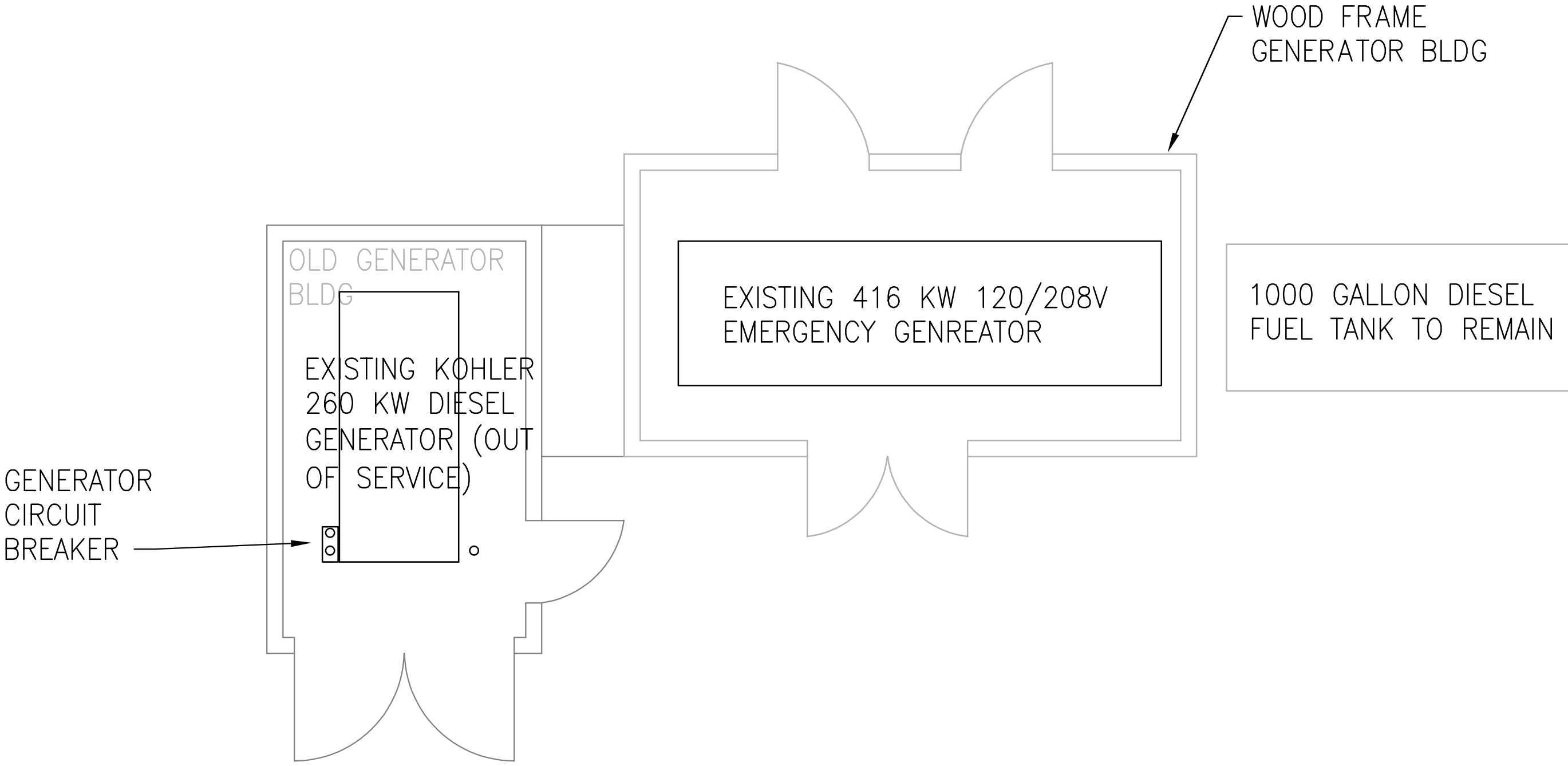
1 EXISTING ELECTRICAL SITE PLAN

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SENIOR CITIZENS PLAZA
SERVICE UPGRADES
1400 KENNEDY DRIVE
KEY WEST, FL. 33040

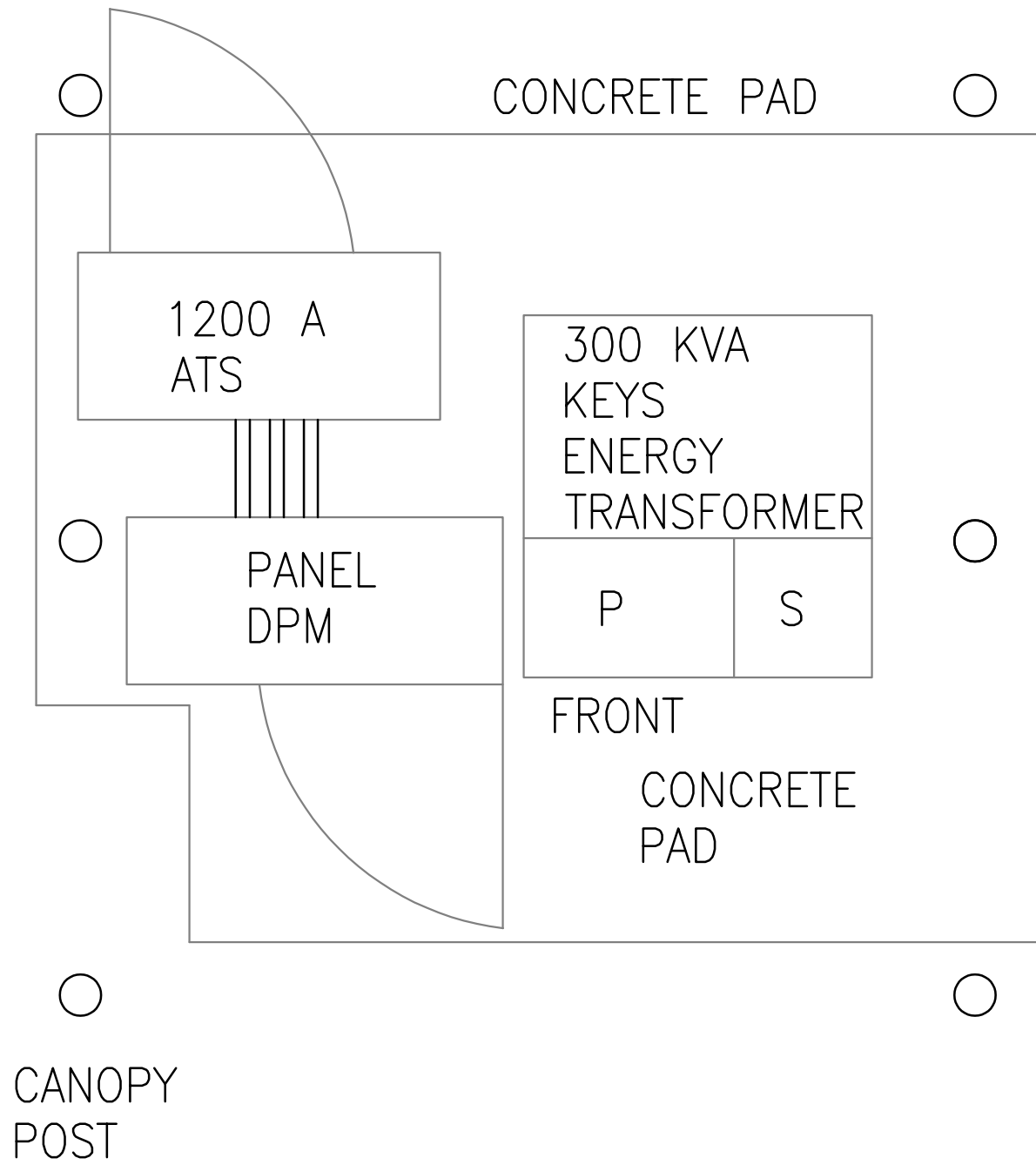
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| DATE: | 5/24/22 |
| PROJECT #: | 21009 |
| DESIGNER: | JMG |
| ENGINEER: | JMG |

PARTIAL SITE PLAN
ELECTRICAL



1 EXISTING GENERATOR BUILDING AREA
SCALE: NOT TO SCALE



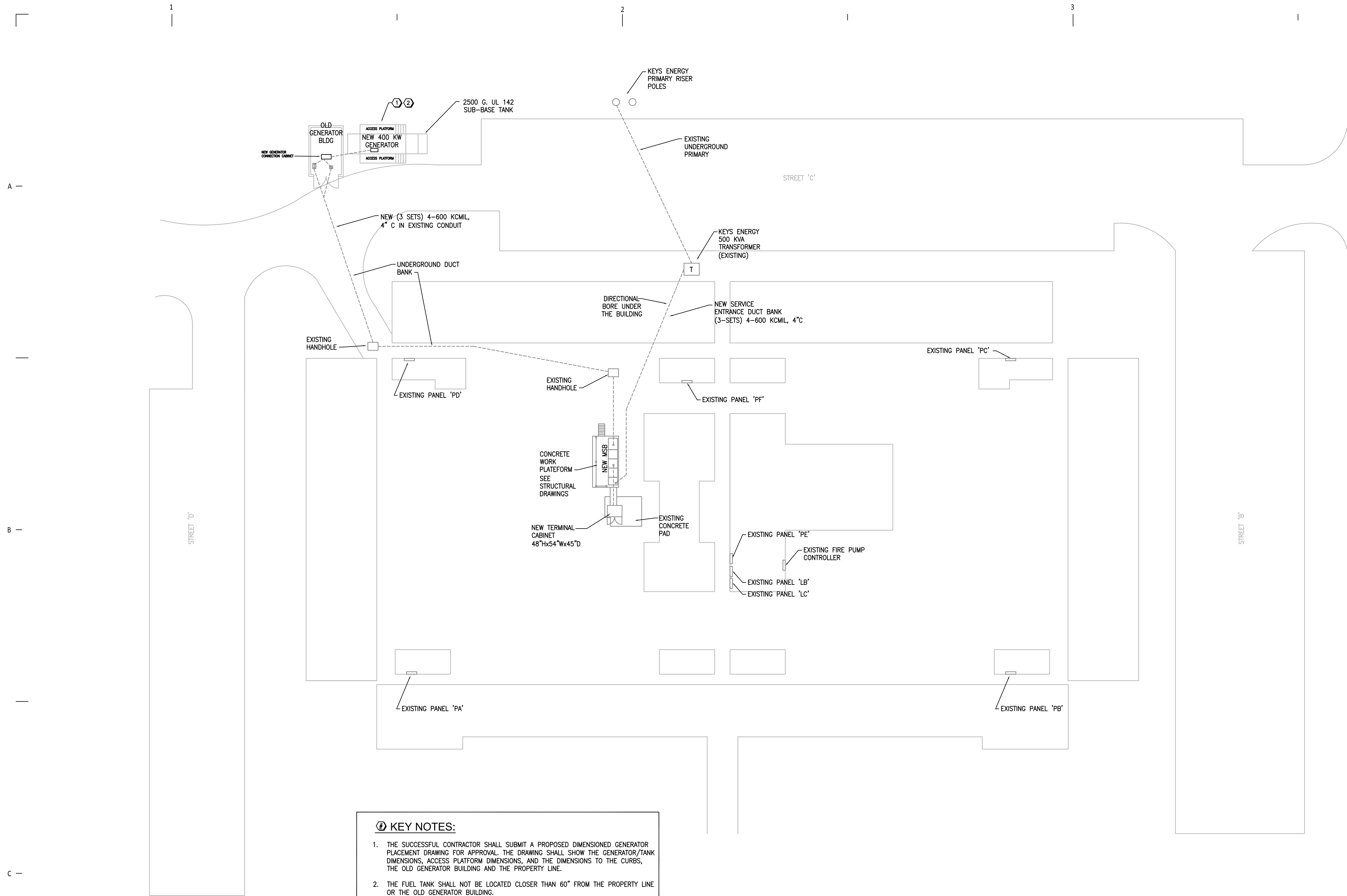
2 EXISTING ATS-DPM AREA
SCALE: NOT TO SCALE

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DATE: 5/24/22
PROJECT #: 21009
DESIGNER: JMG
ENGINEER: JMG

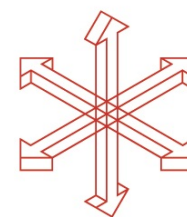
EXISTING AREA PLANS



ⓘ KEY NOTES:

1. THE SUCCESSFUL CONTRACTOR SHALL SUBMIT A PROPOSED DIMENSIONED GENERATOR PLACEMENT DRAWING FOR APPROVAL. THE DRAWING SHALL SHOW THE GENERATOR/TANK DIMENSIONS, ACCESS PLATFORM DIMENSIONS, AND THE DIMENSIONS TO THE CURBS, THE OLD GENERATOR BUILDING AND THE PROPERTY LINE.
2. THE FUEL TANK SHALL NOT BE LOCATED CLOSER THAN 60" FROM THE PROPERTY LINE OR THE OLD GENERATOR BUILDING.

1 NEW ELECTRICAL SITE PLAN
SCALE: 1/16=1'-0"



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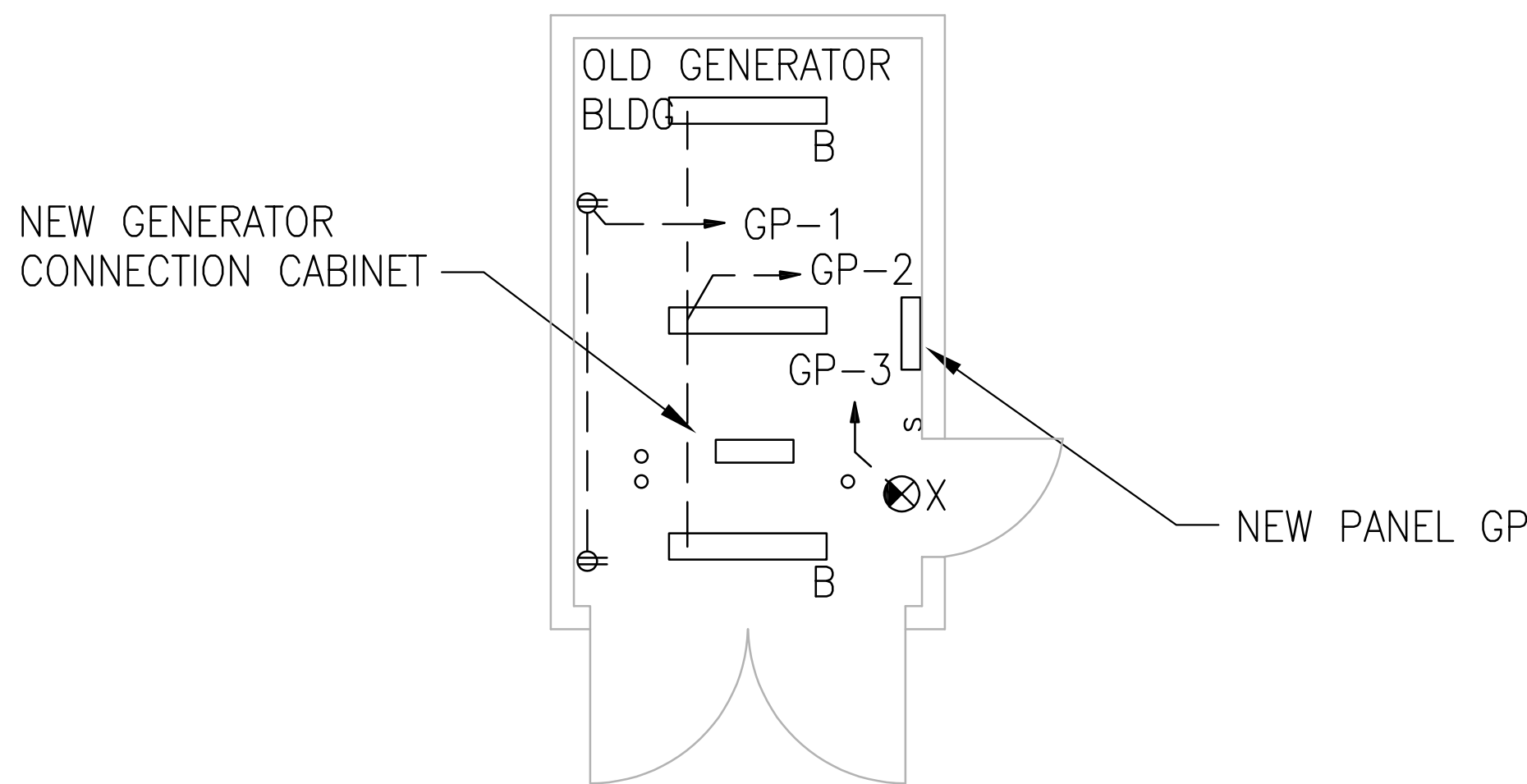
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| # | DESCRIPTION | DATE |
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DATE: 5/24/22
PROJECT #: 21009
DESIGNER: JMG
ENGINEER: JMG

NEW SITE PLAN

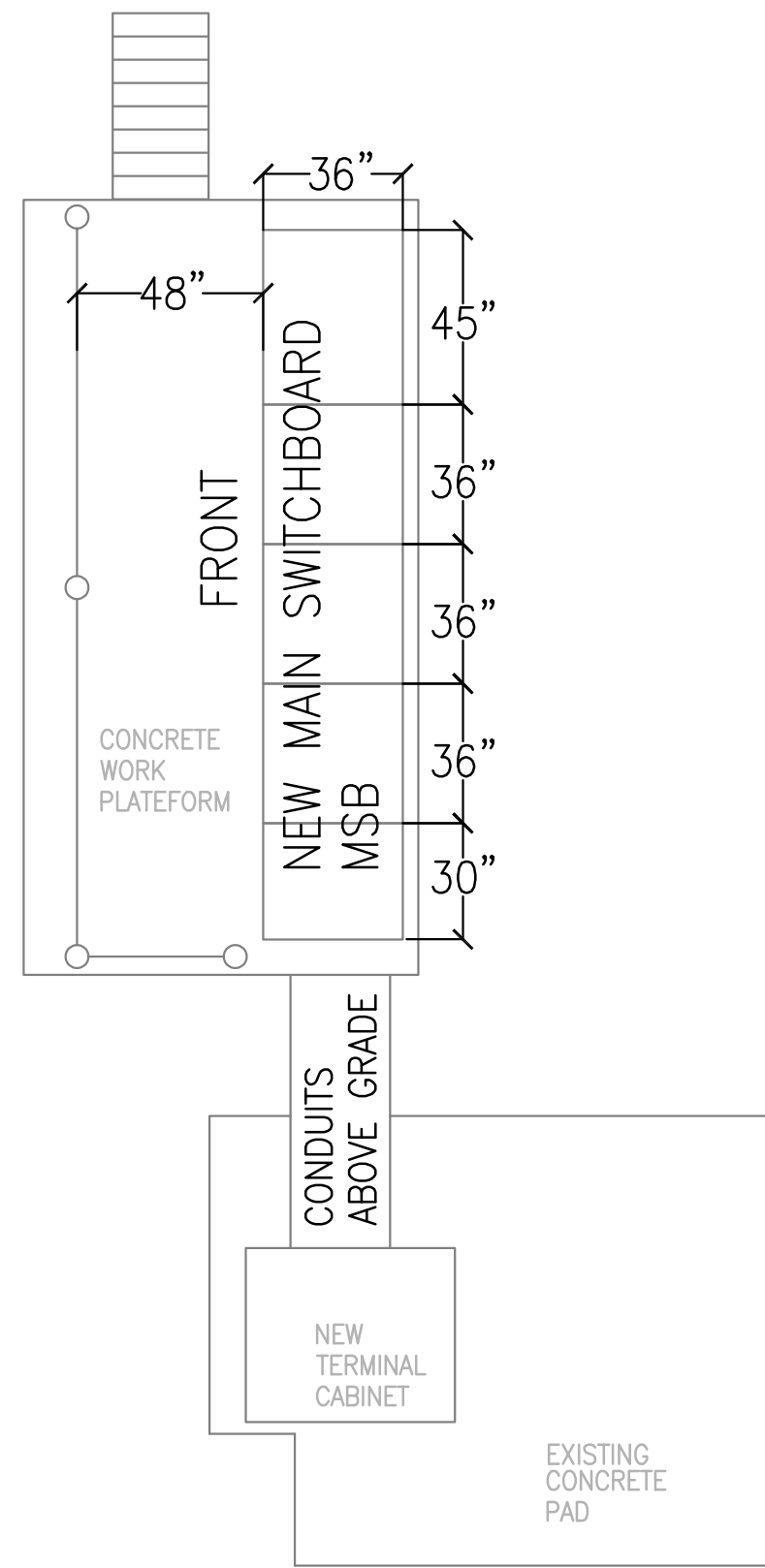
CONSTRUCTION ISSUE

E4



1 EXISTING GENERATOR BUILDING - NEW WORK
SCALE: NOT TO SCALE

| PANELBOARD SCHEDULE | | | | | | | | | | | | GP | |
|---------------------|---------|-------------|---------|---------|----------|--------------|---------|-----|---|------------------------|---------------------|------|------|
| VOLTAGE | 120/208 | | AMPS | 60 | | MOUNTING | SURFACE | | NOTES: | | | | |
| PHASE | 3 | | MAIN | BREAKER | | ENCLOSURE | NEMA 1 | | *FEEDERS ARE (2)#12, (1)#12 GND IN 1/2" COND, UON | | | | |
| WIRE | 4 | | MIN AIC | 10,000 | | MIN CB FRAME | | | | | | | |
| CONNECTED LOADS | | | | | | | | | | | | | |
| CIR# | TYPE | DESCRIPTION | | BKR | FDR* | KVA | PHASE | KVA | FDR* | BKR | DESCRIPTION | TYPE | CIR# |
| 1 | R | RCPT | | 20/1 | | 0.4 | A | 0.2 | | | LTG | L | 2 |
| 3 | L | LTG: EXIT | | 20/1 | | 0.1 | B | 3.0 | 40SP | 40/2 | GEN AUXILLARY PANEL | N | 4 |
| 5 | | SPARE | | 20/1 | | 0.0 | C | 3.0 | | | | N | 6 |
| 7 | | SPARE | | 20/1 | | 0.0 | A | 0.0 | | | SPACE | | 8 |
| 9 | | SPARE | | 20/1 | | 0.0 | B | 0.0 | | | SPACE | | 10 |
| 11 | | SPARE | | 20/1 | | 0.0 | C | 0.0 | | | SPACE | | 12 |
| 13 | | SPARE | | 20/1 | | 0.0 | A | 0.0 | | | SPACE | | 14 |
| 15 | | SPARE | | 20/1 | | 0.0 | B | 0.0 | | | SPACE | | 16 |
| 17 | | SPACE | | | | 0.0 | C | 0.0 | | | SPACE | | 18 |
| 19 | | SPACE | | | | 0.0 | A | 0.0 | | | SPACE | | 20 |
| REQUIRED OPTIONS: | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| LOAD SUMMARY | | | | | | | | | | | | | |
| LOAD TYPE | | | | | CNNT KVA | ADJ FACTOR | DMD KVA | | | | | | |
| APPLIANCE (A) | | | | | 0.0 | 100% | 0.0 | | | CONNECTED KVA | | 6.7 | |
| ELECTRIC HEAT (H) | | | | | 0.0 | 100% | 0.0 | | | DEMAND KVA | | 6.9 | |
| LIGHTING (L) | | | | | 0.3 | 125% | 0.4 | | | DEMAND AMPS | | 19.1 | |
| NON-CONT MOTORS (M) | | | | | 0.0 | 100% | 0.0 | | | | | | |
| RECEPTALCE (R) | | | | | 0.4 | 125% | 0.5 | | | PHASE A CONNECTED AMPS | | 5.0 | |
| OTHER CONT (C) | | | | | 0.0 | 125% | 0.0 | | | PHASE B CONNECTED AMPS | | 25.8 | |
| OTHER NON-CONT (N) | | | | | 6.0 | 100% | 6.0 | | | PHASE C CONNECTED AMPS | | 25.0 | |
| KITCHEN EQUIPMENT* | | | | | 0.0 | 60% | 0.0 | | | MAX IN-BALANCE | | 112% | |



2 NEW MAIN SWITCHBOARD AREA
SCALE: NOT TO SCALE

| LIGHTING FIXTURE SCHEDULE | | | | | | | |
|---|--------------|----------------------------|---------|-------|-------------|----------|-------------------------------|
| TYPE | MANUFACTURER | CAT NUMBER | VOLTAGE | LAMPS | INPUT WATTS | MOUNTING | REMARKS |
| B | LITHONIA | WL4-40L-EZ1-LP835-EL14L-SC | 120 | LED | 39.5 | SURFACE | 4000 LUMEN STRIP WITH BATTERY |
| X | LITHONIA | LQM-S-W-3-R-120/277-ELN | 120 | LED | .71 | SURFACE | SING FACE EXIT WITH BATTERY |
| NOTE: 1. PROVIDE A FACTORY INSTALLED WATTAGE RESTRICTION LABEL WHERE FIXTURE RATING MAY EXCEED INDICATED LAMPING. | | | | | | | |

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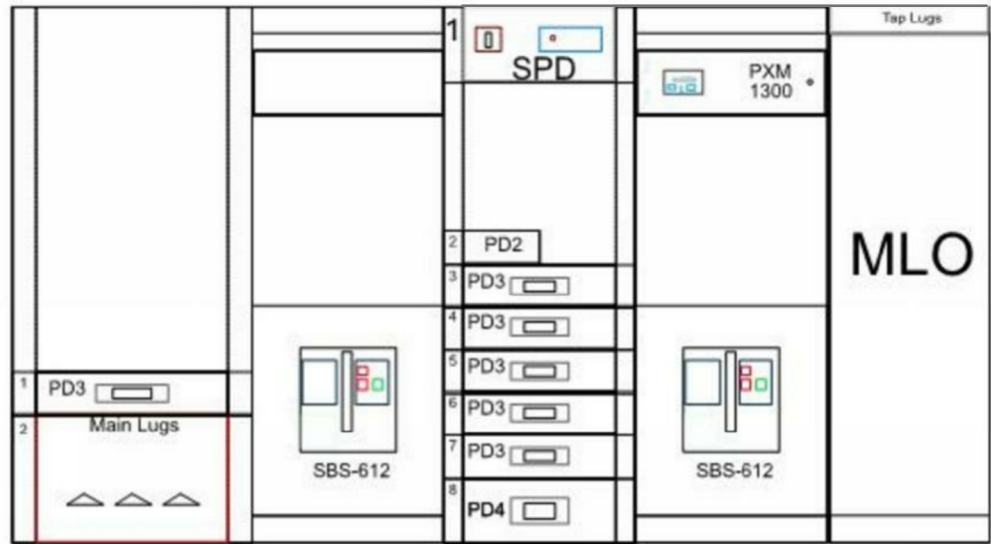
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| DATE: | 5/24/22 |
| PROJECT #: | 21009 |
| DESIGNER: | JMG |
| ENGINEER: | JMG |

NEW AREA PLANS

CONSTRUCTION ISSUE

E5

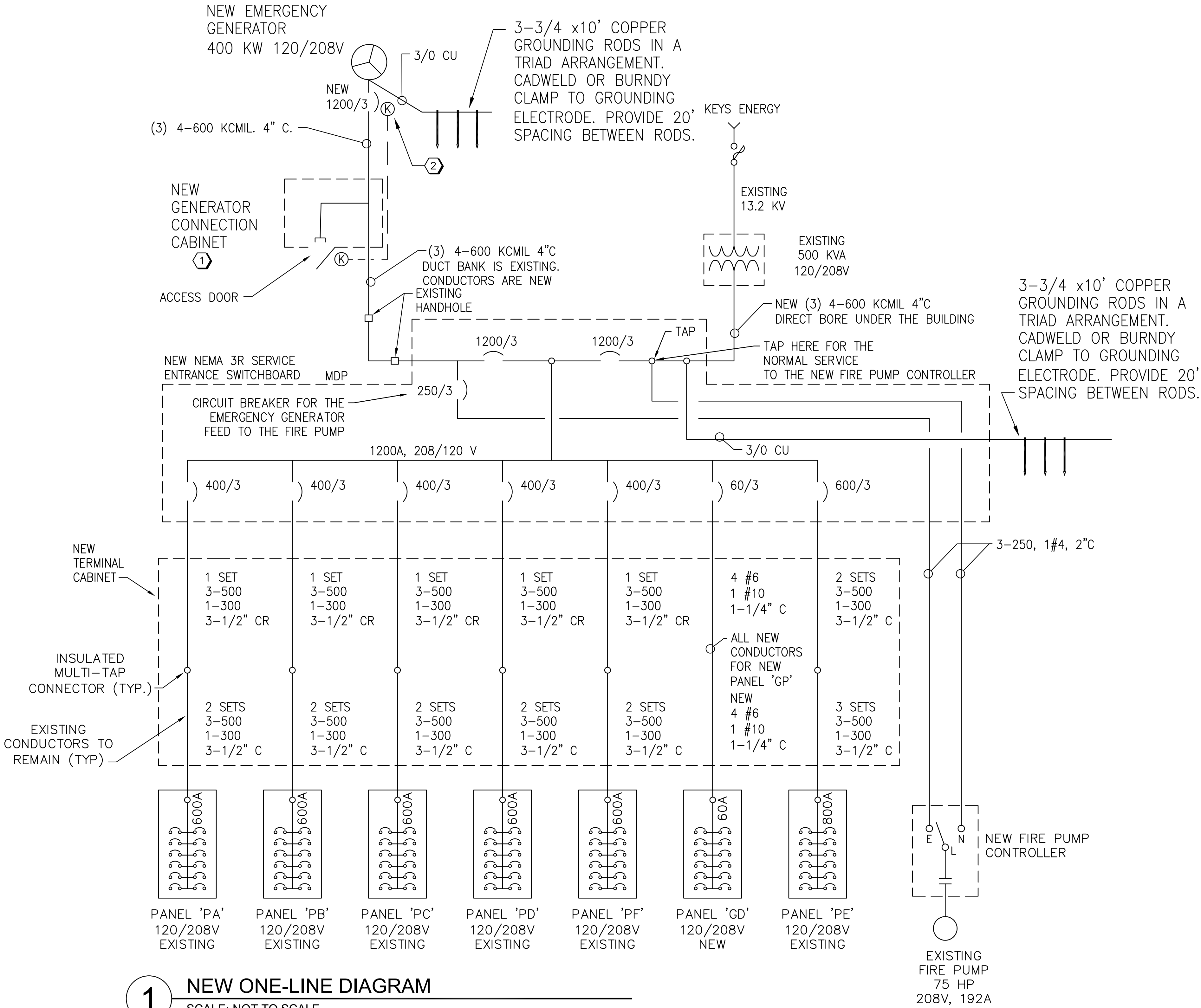
| POWER PANEL SCHEDULE | | | | | | | MDP |
|------------------------|---------|----------------------|----------------------|---------------|------------|---|-----|
| VOLTAGE | 277/480 | AMPS | 1200 | MOUNTING | PAD | NOTES: | |
| PHASE | 3 | MAIN | MB | ENCLOSURE | NEMA 3R | *FEEDERS ARE (2) #12, (1) #12 GND IN 1/2" | |
| WIRE | 4 | MIN AIC | 65K | | | COND, UON. SEE CIRCUIT SCHEDULE. | |
| CONNECTED LOADS | | | | | | | |
| CIR# | TYPE | DESCRIPTION | | BKR | FDR | KVA | |
| 1 | | PANEL PA | | 400/3 | | 0.0 | |
| 2 | | PANEL PB | | 400/3 | | 0.0 | |
| 3 | | PANEL PC | | 400/3 | | 0.0 | |
| 4 | | PANEL PD | | 400/3 | | 0.0 | |
| 5 | | PANEL PF | | 400/3 | | 0.0 | |
| 6 | | PANEL GD | | 60/3 | | 0.0 | |
| 7 | | PANEL PE | | 600/3 | | 0.0 | |
| 8 | | SPACE | | | | 0.0 | |
| 9 | | SPACE | | | | 0.0 | |
| 10 | | SPACE | | | | 0.0 | |
| 11 | | SPACE | | | | 0.0 | |
| 12 | | SPACE | | | | 0.0 | |
| NOTES: | | | | | | | |
| LOAD SUMMARY | | | | | | | |
| LOAD TYPE | | CNNT KVA SUB PNLS | CNNT KVA THIS PNL | ADJ FACTOR | DMD KVA | | |
| APPLANCE (A) | | 0.0 | 0.0 | 100% | 0.0 | CONNECTED KVA | 0.0 |
| ELECTRIC HEAT (H) | | 0.0 | 0.0 | 100% | 0.0 | CONNECTED AMPS | 0.0 |
| LIGHTING (L) | | 0.0 | 0.0 | 125% | 0.0 | | |
| NON-CONT MOTORS (M) | | 0.0 | 0.0 | 100% | 0.0 | | |
| RECEPTACLE (R) | | 0.0 | 0.0 | 100% | 0.0 | DEMAND KVA | 0.0 |
| OTHER CONT (C) | | 0.0 | 0.0 | 125% | 0.0 | DEMAND AMPS | 0.0 |
| OTHER NON-CONT (N) | | 0.0 | 0.0 | 100% | 0.0 | | |
| KITCHEN EQUIPMENT (K)* | | 0.0 | 0.0 | 65% | 0.0 | | |



SWITCHBOARD NOTES

- SECTION 1**
- 225/3 FEEDER BREAKER, FIRE PUMP EMERGENCY FEEDER
 - INCOMING MAIN LUGS, GENERATOR
- SECTION 2**
- TIE BREAKER, 1200/3 MAGNUM SB SBS-612, DIGITRIP 520MC LSIA, 100% RATED
- SECTION 3**
- SPD, 200KA
 - FEEDER BREAKER, 60/3, PANEL GP
 - FEEDER BREAKER, 400/3, PANEL PA
 - FEEDER BREAKER, 400/3, PANEL PB
 - FEEDER BREAKER, 400/3, PANEL PC
 - FEEDER BREAKER, 400/3, PANEL PD
 - FEEDER BREAKER, 600/3, PANEL PE
 - FEEDER BREAKER, 400/3, PANEL PF
- SECTION 4**
- TIE BREAKER, 1200/3 MAGNUM SB SBS-612, DIGITRIP 520MC LSIA, 100% RATED
- SECTION 5**
- LINE SIDE TAP LUGS, FIRE PUMP NORMAL FEEDER
 - INCOMING MAIN LUGS, NORMAL

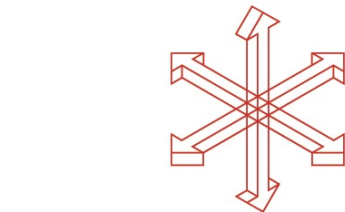
2 SWITCHBOARD ELEVATION
SCALE: NOT TO SCALE



1 NEW ONE-LINE DIAGRAM
SCALE: NOT TO SCALE

KEY NOTES:

- NEW GENERATOR CONNECTION CABINET (GCC). THE BASIS OF DESIGN IS BERTHOLD W12-3S-M269, 1200 AMPS, 120/208 VOLTS, 3-PHASE, 4-WIRE. BERTHOLD CONTACT IS ROD BERTHOLD, 800-657-6650 X 26 CONTRACTOR MAY FURNISH AN APPROVED EQUAL.
- PRODE TEMPORARY GENERATOR START PROVISIONS, AND A KIRK KEY INTERLOCK BETWEEN THE GCC ACCESS DOOR AND THE PERMANENT GENERATOR MAIN CIRCUIT BREAKER



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DATE: 5/24/22
PROJECT #: 21009
DESIGNER: JMG
ENGINEER: JMG

NEW ONE-LINE
DIAGRAM

E6

CONSTRUCTION ISSUE

DEMOLITION NOTES

- 1. THE CONTRACTOR SHALL REMOVE ALL ITEMS RELATED TO THE PROJECT THAT ARE NOT REQUIRED TO REMAIN IN SERVICE.
- 2. THESE ITEMS MAY INCLUDE CONDUIT, WIRE, DEVICES, PANELBOARDS FIXTURES, SWITCHBOARDS, ATS'S, GENERATOR, FIRE PUMP CONTROLLER, FUEL TANK, SWITCHGEAR CANOPY, ETC.
- 3. ITEMS REMOVE SHALL FIRST BE OFFERED TO THE KWAH. THOSE ITEMS CHOSEN BY THE KWAH TO BE RETAINED SHALL BE TURNED OVER ON SITE OR AT A NEARBY KWAH STORAGE FACILITY.
- 4. ITEMS NOT CHOSEN BY THE KWAH TO BE RETAINED, SHALL BE PROPERLY DISPOSED BY THE CONTRACTOR.

GENERAL NOTES

- 1. REMOVE THE EXISTING WOOD FRAME GENERATOR HOUSE, GENERATOR AND FUEL TANK.
- 2. THE EXISTING GENERATOR FEEDERS ARE RUN EXPOSED INSIDE THE OLD GENERATOR BUILDING. REPLACE THESE CONDUCTORS WITH NEW FEEDERS INSTALLED IN CONDUIT UNDERGROUND FROM THE NEW GENERATOR. REMOVE THE EXISTING CIRCUIT BREAKER IN THE OLD GENERATOR BUILDING.
- 3. AFTER THE PROJECT IS COMPLETED, THE EXISTING OLD GENERATOR BUILDING MAY BE USED FOR STORAGE. INSTALL THE NEW GCC AND CONDUITS TO MAXIMIZE SUITABILITY FOR STORAGE.
- 4. EACH BIDDING CONTRACTOR SHALL SUBMIT WITH THEIR BID A GENERAL PHASING PLAN DESCRIBING THEIR APPROACH TO EXECUTING THE WORK WITH MINIMUM POWER OUTAGES. THE SUCCESSFUL BIDDER SHALL DEVELOP A DETAILED PHASING PLAN TO BE APPROVED BY THE KWAH.
- 5. FOR REQUIRED POWER OUTAGES LONGER THAN TWO HOURS, THE CONTRACTOR SHALL UTILIZE TEMPORARY GENERATORS TO POWER THE SIX MAIN DISTIBUTION PANELS FOR THE DURATION OF THE OUTAGE. THE HISTORICAL MAXIMUM RECORDED BUILDING LOAD IS APPROXIMATELY 800 AMPS AT 120/208 VOLTS.
- 6. PROVIDE A 400 KW TEMPORARY GENERATOR DURING THE TIME THE NEW GENERATOR IS BEING INSTALLED.
- 7. GROUND THE NEW ELECTRICAL SYSTEMS IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE NEC, ARTICLE 250.
- 8. GROUND THE REBAR IN THE NEW GENERATOR BASE AND THE NEW MAIN SWITCHBOARD PLATFORM.

EQUIPMENT SPECIFICATIONS

GENERATOR

- 1. GENERATOR TO BE RATED 400 KW, 120/208 V, 0.8 PF, DIESEL FUELED.
- 2. GENERATOR HOUSING TO BE LEVEL TWO SOUND RATED, WITH A WIND RATING OF 200 MPH.
- 3. CRITICAL EXHUAST SILENCER TO BE MOUNTED IN THE ENCLOSURE.
- 4. EMERGENCY GENERATOR SHALL BE BY CATERPILLAR, CUMMINS, KOHLER, OR GENERAC.
- 5. SEE THE GENERATOR SPECIFICATIONS SECTION 263213.

MAIN SWITCHBOARD

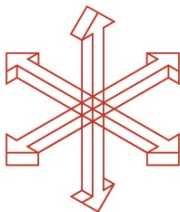
- 1. THE NEW MAIN SWITCHBOARD SHALL BE RATED 1200 AMPS, 120/208 VOLTS, NEMA 3R.
- 2. THE BASE BID IS EATON, POW-R-LINE, FRONT ACCESSIBLE, FRONT AND REAR ALIGNED,65 KA, 36” DEEP, TRANSFER BREAKER TYPE. EATON CONTACT IS CHRIS FINEN, CHRISMFINEN@EATON.COM, 615-333-5479.
- 3. APPROVED ALTERNATES BY SQUARE D OR SIEMENS MAY BE QUOTED WITH AN ADD OR DEDUCT PRICE.
- 4. SEE THE SWITCHBOARD SPECIFICATIONS SECTION 262413.20.

GENERATOR CONNECTION CABINET GCC

- 1. THE GCC SHALL BE BY BERTHOLD OR APPROVED EQUAL.
- 2. THE GCC SHALL BE RATED 1200 AMPS, 120/208 VOLTS, 3-PHASE 4-WIRE. BERTHOLD # W12-3S-M269.
- 3. BERTHOLD CONTACT IS ROD BERTHOLD, 800-657-6650 X 26.
- 4. WALL MOUNT THE GCC, OR MOUNT IT ON AN ANGLE IRON OR UNISTRUT FRAME.

FIRE PUMP CONTROLLER

- 1. THE NEW FIRE PUMP CONTROLLER WILL BE A SOFT START, AUTOMATIC TRANSFER SWITCH TYPE.
- 2. THE BASE BID CONTROLLER IS AN EATON EPCT FD/FT90, NEMA 2. CONTACT IS EZEQUIEL GRANADA, MIAMI SWITCHGEAR, EGRANADA@MIAMISWITCHGEAR.COM, 786-336-5783.
- 3. APPROVED ALTERNATES MAY BE QUOTED.



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| # | DESCRIPTION | DATE |
| | | |

DATE: 5/24/22
PROJECT #: 21009
DESIGNER: JMG
ENGINEER: JMG

SPECIFICATIONS AND
NOTES

CONSTRUCTION ISSUE

E7

SECTION 260500 – COMMON RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 INSPECTION FEES AND PERMITS

- A. Obtain and pay for all necessary permits and inspection fees required for electrical installation.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on equipment and materials, and shop drawings, as listed below. Clearly indicate proposed substitutions and deviations from drawings and specifications. Approval of product data and shop drawings is not to be interpreted as permitting departure from the contract documents. SUBMIT DATA ELECTRONICALLY:

- 260519- Conductors
 - 262413.20 Switchboards
 - 263213 Generators
 - Generator Connection Cabinet
 - Fire Pump controller

- B. Operating and Maintenance Manuals: Provide PDF files of the following data. Arrange each set of data in an orderly way:

- Operating and maintenance instructions.
 - Spare parts list.
 - Copies of approved submittal data.
 - Record Drawings (As-builts)

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with applicable local, state and national codes. Comply with applicable requirements of recognized industry associations which promulgate standards for the various trades.
- C. Employ only qualified journeymen for this work. Employ a competent qualified mechanic to supervise the work.
- D. Perform work specified in Division 26 in accordance with the latest adopted versions of the standards listed below including amendments or revisions. In case of conflict, obtain a decision from the Owner's Representative:
 - NFPA-70 National Electrical Code.
 - NFPA-101 Life Safety Code.
 - International Building Code
 - Florida Building Code

1.5 COORDINATION

- A. Carefully examine specifications and drawings to be thoroughly familiar with items which require electrical connections and coordination.
- B. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

- C. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- D. Coordinate electrical service connections to components furnished by utility companies.
 - 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components and telecommunications services.
 - 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

1.6 TEMPORARY POWER

- A. Provide a temporary electrical power distribution system of adequate size to properly serve the project.

1.7 DELIVERY AND STORAGE

- A. Deliver items in manufacturer's original unopened packaging. Use care in loading, transporting, unloading, and storage to keep items from being damaged.
- B. Store items in a clean dry place and protect from damage.
- C. All damaged painted surfaces of equipment to be touched up to match original paint.

1.8 RECORD DRAWINGS

- A. Keep a set of prints at the job site exclusively for recording deviations from the drawings which are necessary because of job conditions.
- B. Record locations and depths of buried and concealed conduits.
- C. Mark deviations in colored pencils so that work of various systems can be easily identified.
- D. Submit completed "record drawings" to Owner's Representative for distribution.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and have UL listing when such listings are available.
- B. Provide named manufactured products unless an equal product has been approved.

2.2 ELECTRICAL IDENTIFICATION

- A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.
- B. Underground Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with type of utility identified on tape.
- C. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch minimum thickness. Attached with self-tapping, stainless-steel screws. Engraved in white letters on black background for normal power; white letters on red background for emergency and optional standby power.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

3.2 IDENTIFICATION MATERIALS AND DEVICES

- A. Properly identify all starters, contactors, safety switches and panels with permanently attached plates.
- B. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
- D. Color-code system secondary service, feeder, and branch-circuit conductors throughout the electrical system as follows:

| VOLTAGE | 120/208 3-PH, 4-W |
|------------------------------|--------------------------|
| PHASE A | BLACK |
| PHASE B | RED |
| PHASE C | BLUE |
| NEUTRAL (GROUNDED) CONDUCTOR | WHITE |
| GROUND CONDUCTOR | GREEN |

3.3 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

- A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.4 FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly.

3.5 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3.

3.6 DEMOLITION

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- D. Remove demolished material from Project site if not chosen to be retained by the KWH.
- E. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

3.7 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.8 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

3.9 TESTS

- A. On completion of work, the installation is to be entirely free of ground faults, short circuits, and open circuits. Perform a thorough operational test of all systems. Balance circuits so feeders to panels are not more than 10% out of balance between phases with all available load energized and operating. Furnish all labor, materials and instruments for above tests.

END OF SECTION

SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 QUALITY ASSURANCE

- A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled, as defined in NFPA 70, Article 100.
- B. Comply with NFPA 70.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wires and cables according to NEMA WC 26.

1.5 COORDINATION

- A. Coordinate layout and installation of cables with other installations.
- B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Wires and Cables:

- a. American Insulated Wire Corp.; Leviton Manufacturing Co.
- b. BICC Brand-Rex Company.
- c. Carol Cable Co., Inc.
- d. Senator Wire & Cable Company.
- e. Southwire Company.

2. Connectors for Wires and Cables:

- a. AMP Incorporated.
- b. General Signal; O-Z/Gedney Unit.
- c. Monogram Co.; AFC.
- d. Square D Co.; Anderson.
- e. 3M Company; Electrical Products Division.

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Wire and Insulation Applications" Article.
- B. Rubber Insulation Material: Comply with NEMA WC 3.
- C. Thermoplastic Insulation Material: Comply with NEMA WC 5.
- D. Cross-Linked Polyethylene Insulation Material: Comply with NEMA WC 7.

- E. Ethylene Propylene Rubber Insulation Material: Comply with NEMA WC 8.
- F. Conductor Material: Copper.
- G. Stranding: Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.
- H. Jacket Color: All conductors of ALL sizes shall be color-coded per section 16010-3.4(D). The entire jacket for each conductor shall be color coded for each phase, neutral, and ground. Tape bands on each end of the conductor is not acceptable.

2.3 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 "Wire and Insulation Applications" Article.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRE AND INSULATION APPLICATIONS

- A. Service Entrance: Type RHW or THWN, in raceway.
- B. Feeders: Type THHN/THWN, in raceway.
- C. Fire-Pump Feeder: Type MI, 3-conductor (when not located outside building envelope).
- D. Branch Circuits: Type THHN/THWN, in raceway.
- E. Fire Alarm Circuits: Power-limited, fire-protective, signaling circuit cable.

3.3 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's "Standard of Installation."
- B. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 16 Section 16010.
- F. Seal around cables penetrating fire-rated elements according to Division 7 Section "Firestopping."
- G. Identify wires and cables according to Division 16 Section "Basic Electrical Materials and Methods."

3.4 CONNECTIONS

- A. Conductor Splices: Keep to minimum.
- B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
- C. Use splice and tap connectors compatible with conductor material.

- D. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.
- E. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
- F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Testing: On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
- B. Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units and retest.

END OF SECTION

SECTION 260533 - RACEWAYS AND BOXES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.
- B. Requirements of the following Division 26 Sections apply to this Section:
 - 1. “Electrical Requirements.”
 - 2. “Basic Material and Methods”

1.2 SUMMARY

- A. Drawings are diagrammatic. All bends, boxes, fittings, couplings are not necessarily shown. Supply as necessary to comply with the National Electric Code.
- B. This Section includes raceways for electrical wiring. Types of raceways, boxes and fittings in this section include the following:
 - 1. Electrical metallic tubing (EMT).
 - 2. Flexible metal conduit (FMC) or MC cable.
 - 3. Intermediate metal conduit (IMC).
 - 4. Liquid-tight flexible metal conduit (LFMC)
 - 5. Liquid-tight flexible nonmetallic conduit (LFNC).
 - 6. Rigid metallic conduit (RMC).
 - 7. Surface raceways.
 - 8. Rigid non-metallic conduit (RNC).
 - 9. Electrical non-metallic tubing (ENT)
 - 10. Wireway.
 - 11. Outlet boxes.
 - 12. Junction boxes.
 - 13. Pull boxes.
 - 14. Bushings.
 - 15. Locknuts.
 - 16. Knockout closures.
- C. Related Sections: The following section contains requirements that relate to this section:
 - 1. Division 26 Section “Raceway and Boxes” for conduit connectors, fittings, and couplings.
 - 2. Division 7 Section “Firestopping” for conduit penetrations through rated walls and slabs.

1.3 QUALITY ASSURANCE

- A. Electrical Component Standard: Components and installation shall comply with NFPA 70 “National Electrical Code.”
- B. NEMA Compliance: Comply with applicable requirements of NEMA standards pertaining to raceways.

- C. UL Compliance and Labeling: Comply with applicable requirements of UL standards pertaining to electrical raceway systems. Provide raceway products and components listed and labeled by UL.
- D. Manufacturers: Firms regularly engaged in manufacture of electrical boxes and fittings, of types, sizes, and capacities required, whose products have been in satisfactory use in similar service for not less than five years.
- E. Installer's Qualifications: Firms with at least five years of successful installation experience on projects utilizing electrical boxes and fittings similar to those required for this project.
- F. NEC Compliance: Comply with NEC as applicable to construction and installation of electrical wiring boxes and fittings.
- G. UL Compliance: Comply with applicable requirements of UL 50, UL 514-Series, and UL 886 pertaining to electrical boxes and fittings. Provide electrical boxes and fittings which are UL-listed and labeled.
- H. NEMA Compliance: Comply with applicable requirements of NEMA Stds/Pub No.'s OS1, OS2 and PUB 250 pertaining to outlet and device boxes, covers and box supports.
- I. Federal Specification Compliance: Comply with applicable requirements of FS W-C 586, "Electrical Cast Metal Conduit Outlet Boxes, Bodies, and Entrance Caps."

PART 2 – PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1
- B. Intermediate Steel Conduit: UL 1242.
- C. Electrical Metallic Tubing and Fittings: ANSI C80.3.
- D. Flexible Metal Conduit: UL 1, zinc-coated steel.
- E. Liquid-tight Flexible Metal Conduit and Fittings: UL 360.

2.2 NONMETALLIC CONDUIT AND DUCTS

- A. Rigid Nonmetallic Conduit (RNC): NEMA TC 2 and UL 651, Schedule 40 or 80 PVC.
- B. PVC Conduit and Tubing Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.
- C. Conduit, Tubing and Duct Accessories: Types, sizes and materials complying with manufacturer's published product information. Mate and match accessories with raceway.
- D. Electrical non-metallic tubing (ENT): NEMA TC13 and UL1653.

2.3 CONDUIT BODIES AND FITTINGS

- A. General: Types, shapes, and sizes as required to suit individual applications and NEC requirements. Provide matching gasketed covers secured with corrosion-resistant screws.

- B. Metallic Conduit and Tubing: Use metallic conduit bodies. Use bodies with threaded hubs for threaded raceways.
- C. EMT Conduit Bodies 1 Inch and Smaller: Use bodies with steel set screw connectors and couplings for interior applications and steel compression gland connectors and couplings for exterior applications.
- D. EMT Conduit Bodies 1 Inch and Larger: Use bodies with steel set screw connectors and couplings for interior applications and steel compression gland connectors and couplings for exterior applications.
- E. Nonmetallic Conduit and Tubing: Use nonmetallic conduit bodies conforming to UL514B.
- F. Liquid-Tight Flexible Conduit Fittings: With threaded grounding cone, a steel, nylon or equal plastic compression ring, and a gland for tightening. Either steel or malleable iron only with insulated throats and male thread and locknut or male bushing with or without O-ring seal. Each connector shall provide a low resistance ground connection between the flexible conduit and the outlet box, conduit or other equipment to which it is connected.
- G. Bushings: Insulated type, designed to prevent abrasion of wires without impairing the continuity of the conduit grounding system, for rigid steel conduit, IMC and EMT, larger than 3/4" size.

2.4 WIREWAYS

- A. General: Electrical wireways shall be of types, sizes, and number of channels as indicated. Fittings and accessories including but not limited to couplings, offsets, elbows, expansion joints, adapters, hold-down straps, and end caps shall match and mate with wireway as required for complete system. Where features are not indicated, select to fulfill wiring requirements and comply with applicable provisions of NEC.
- B. Wireway covers shall be hinged type.

2.6 FABRICATED MATERIALS – BOXES

- A. Outlet Boxes: Provide galvanized flat rolled sheet-steel outlet wiring boxes, of shapes, cubic inch capacities, and sizes (minimum 4 inch square, 1 1/2 inch deep), including box depths as required, suitable for installation at respective locations. Construct outlet boxes with mounting holes, and with cable and conduit-size knockout openings in bottom and sides. Provide boxes with threaded screw holes, with corrosion-resistant cover and grounding screws for fastening surface and device type box covers, and for equipment type grounding.
 - 1. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including box supports, mounting ears and brackets, wallboard hangers, box extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used to fulfill installation requirements for individual wiring situations. Choice of accessories is Installer's code-compliance option.
- B. Device Boxes: Provide galvanized coated flat rolled sheet-steel non-gangable device boxes, of shapes, cubic inch capacities, and sizes (minimum 4 inch square, 1 1/2 inches deep), including box depths as indicated, suitable for installation at respective locations. Construct device boxes for flush mounting with mounting holes, and with conduit-size knockout openings in bottom and ends, and with threaded screw holes in end plates for fastening devices. Provide conduit connectors and corrosion-resistant screws for equipment type grounding.

1. Device Box Accessories: Provide device box accessories as required for each installation, including mounting brackets, device box extensions, switch box supports, plaster ears, and plaster ears, and plasterboard expandable grip fasteners, which are compatible with device boxes being utilized to fulfill installation requirements for individual wiring situations. Choice of accessories is Installer's code-compliance option.
- C. Raintight Outlet Boxes: Provide corrosion-resistant cast-metal raintight outlet wiring boxes, of types, shapes and sizes, including depth of boxes, with threaded conduit holes for fastening electrical conduit, cast-metal face plates with spring-hinged watertight caps suitably configured for each application, including face plate gaskets and corrosion-resistant plugs and fasteners.
- D. Junction and Pull Boxes: Provide galvanized code-gauge sheet steel junction and pull boxes, with screw on covers; of types, shapes and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws, and washers. Pull boxes installed in finished spaces must be flush mounted cabinets provided with trim, hinged door and flush latch and lock to match flush mounted panelboard trim.
- E. Exterior junction or pull boxes, flush with grade:
 1. Junction or pull box to be mounted flush with grade shall be polymer composite raintight with screw cover lids. Box dimensions shall be 30"W x 48"L x 36"D. Covers shall be polymer composite suitable for pedestrian traffic secured to box with stainless steel screws. Box to be furnished with continuous neoprene gasket to seal cover. Conduit entry shall be on side of box with bell ends.
- F. Bushings, Knockout Closures and Locknuts: Provide corrosion-resistant box knockout closures, conduit locknuts and malleable iron conduit bushings, offset connectors, of types and sizes, to suit respective installation requirements and applications.

PART 3 – EXECUTION

3.1 WIRING METHOD

- A. Outdoors: Use the following wiring methods:
 1. Exposed: Intermediate metal conduit, rigid steel conduit.
 2. Concealed: Intermediate metal conduit, rigid steel conduit.
 3. Underground, Single Run: Rigid non-metallic conduit. Rigid steel 90° elbows for sizes 2" and larger, Rigid non-metallic 90° elbows for sizes smaller than 2".
 4. Underground, Grouped: Rigid non-metallic conduit. Rigid steel 90° elbows for sizes 2" and larger, Rigid non-metallic 90° elbows for sizes smaller than 2".
 5. Connection to Vibrating Equipment including transformers, pneumatic or electrical solenoid, and motor-operated equipment: Liquid-tight flexible metal conduit.
 6. Boxes and Enclosures: NEMA 250, Type 3R
- B. Indoors: Use the following wiring methods:
 1. Exposed:
 - a. Below 10 ft. to floor: Intermediate metal conduit, rigid steel conduit.
 - b. Above 10ft. or in electrical room: Electrical metallic tubing.
 2. Concealed:
 - a. In masonry walls: EMT
 - b. In Stud Walls: FMC or EMT
 - c. Above Ceilings: EMT
 - d. In Floor Slab: RNC
 - e. Below Access flooring in Information Technology Rooms: LFMC

3. Connection to Vibrating Equipment including transformers, pneumatic or electrical solenoid, and motor-operated equipment:
 - a. Dry Locations: FMC.
 - b. Below Access flooring in Information Technology Rooms: LFMC
 - c. Wet or damp locations: LFMC
4. Connection to Vibrating Equipment in Moist/Humid or Corrosive Atmosphere including pneumatic or electric solenoid, and motor-operated equipment: Liquid-tight flexible metal conduit.
5. Within concrete slabs: electrical non-metallic tubing, PVC coated MC cable, or rigid non-metallic conduit. PVC coated MC cable is not allowed for homeruns. Homeruns shall be in conduit. Maximum sizes and locations as approved by the Structural Engineer.
6. Raceway mounted to underside of metal-corrugated sheet roof decking shall be Rigid Metal Conduit or intermediate Metal Conduit.
7. Damp or Wet Locations: Rigid steel or IMC
8. Corrosive Locations: RNC
9. Boxes and Enclosures:
 - a. Dry Locations: NEMA 250, Type 1
 - b. Damp or Wet Locations: NEMA 250, Type 4, stainless steel
 - c. Corrosive Locations: Nonmetallic boxes
10. Raceway Fittings:
 - a. EMT Conduit: Listed compression fittings
 - b. Rigid Metal Conduit: Listed threaded steel
 - c. RNC Conduit: Listed PVC

3.2 INSTALLATION OF RACEWAYS

- A. General: Install electrical raceways in accordance with manufacturers' written installation instructions, applicable requirements of NEC, and as follows.
- B. Conceal conduit and EMT, unless indicated otherwise, within finished wall, ceilings, and floors. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install raceways level and square and at proper elevations.
- C. Elevation of Raceway: Where possible, install horizontal raceway runs above water and steam piping.
- D. Complete installation of electrical raceways before starting installation of conductors within raceways.
- E. Provide supports for raceways as specified elsewhere in Division 26 and in accordance with NEC and local authorities seismic requirements.
- F. Prevent foreign matter from entering raceways by using temporary closure protection.
- G. Protect stub-ups from damage where conduits rise from floor slabs. Arrange so curved portion of bends is not visible above the finished slab. All elbow penetration through the slab shall be PVC coated rigid metallic conduit Ells.
- H. Make bends and offsets so the inside diameter is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.
- I. Use raceway fittings that are of types compatible with the associated raceway and suitable for the use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings except as otherwise indicated.
- J. Run concealed raceways with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions except as otherwise indicated.

- K. Raceways embedded in slabs shall only be permitted with the strict written approval of the Structural Engineer and Architect. For bidding purpose, conduit shall not be permitted in slab.
- L. Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical. All exposed conduit runs shall be approved by the Architect prior to installing.
- M. All exposed conduits in public areas shall be painted to match surrounding walls. Verify exact color with the Architect. Painting specified herein shall be provided by others.
- N. Run exposed, parallel, or banked raceways together. Make bends in parallel or banked runs from the same center line so that the bends are parallel. Factory elbows may be used in banked runs only where they can be installed parallel. This requires that there be a change in the plane of the run such as from wall to ceiling and that the raceways be of the same size. In other cases, provide field bends for parallel raceways. All exposed conduit routing shall be approved by the Architect prior to installing.
- O. Join raceways with fittings designed and approved for the purpose and make joints tight. Where joints cannot be made tight, use bonding jumpers to provide electrical continuity of the raceway system. Make raceway terminations tight. Where terminations are subject to vibration, use bonding bushings or wedges to assure electrical continuity. Where subject to vibration or dampness, use insulating bushings to protect conductors. Use expansion fittings at building expansion joints.
- P. Tighten set screws of threadless fittings with suitable tool.
- Q. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely and install the locknuts with dished part against the box. Where terminations cannot be made secure with one locknut, use two locknuts, one inside and one outside of the box. All conduit connections to junction boxes shall have insulated bushings.
- R. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- S. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb tensile strength. Leave no less than 12 inches of slack at each end of the pull wire.
- T. Telephone and Signal System Raceways: In addition to the above requirements, raceways 2-inches and smaller, shall have a maximum length of 150 feet with a maximum of two 90° bends or equivalent. Install pull or junction boxes where necessary to comply with these requirements.
- U. Install raceway sealing fittings in accordance with the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points and elsewhere as indicated:
 - 1. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces, air-conditioned spaces and walk-in coolers.
 - 2. Where required by the NEC.
- V. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs and set flush with the

finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches above the floor. Where equipment connections are not made under this contract, install screwdriver-operated threaded flush plugs flush with floor.

- W. Flexible connection: Use length (maximum of 6 ft.) of flexible conduit for recessed and semi-recessed lighting fixtures, for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquid-tight flexible conduit in wet locations. Install separate equipment grounding conductor across flexible connections.
- X. Install nonferrous conduit or tubing for circuits operating above 60 Hz.
- Y. PVC externally coated rigid steel conduit: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduit.
- Z. All underground conduits shall be installed a minimum of 48 inches below finish grade for 30 inches for 480 volt feeders. All other conduits shall be installed in accordance with the NEC and coordinated depth with other trades.
- AA. Grounding: Install a separate green equipment grounding conductor in all raceways from the panelboard/junction box supplying the raceway to the receptacle or equipment ground terminals. Conduits will not be permitted as a ground conductor.
- BB. Emergency feeder raceways that are not concealed in the electrical room or in sprinkled spaces shall be wrapped in a 1-hour protected fire wrap (MFR: 3M interam wrap or approved equal).

3.3 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

- A. General: Install electrical boxes and fittings in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation," and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- C. Provide raintight "in use" metal outlet boxes for interior and exterior locations exposed to weather or moisture.
- D. Provide knockout closures to cap unused knockout holes where blanks have been removed.
- E. Install electrical boxes in those locations which ensure ready accessibility to enclosed electrical wiring.
- F. Installing boxes back-to-back in walls shall not be permitted. Provide no less than 12 inches (150 mm) of separation.
- G. Position recessed outlet boxes accurately to allow for surface finish thickness.
- H. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surfaces.
- I. Fasten electrical boxes firmly and rigidly to substrates, or structural surfaces to which attached, or solidly embedded electrical boxes in concrete or masonry.
- J. Provide electrical connections for installed boxes.

- K. Exterior junction or pull boxes shall be mounted flush with grade, unless noted otherwise or indicated to be above ground on the drawings. Boxes shall be surrounded on all sides with 6 inches minimum of concrete. Top of concrete shall flush with grade. Seal all conduit entries into box with duct seal to prevent entrance of moisture, after conductors are installed.
- L. Tap and splices, where permitted by these specifications within exterior junction boxes, shall be performed with an encapsulating watertight splice or tap kit which insulates and moisture seals the connection. Kit shall consist of the appropriate size and type mold, encapsulating resin and end sealing tape.
- M. Subsequent to installation of boxes, protect boxes from construction debris and damage.

3.4 GROUNDING

- A. Upon completion of installation work, properly ground electrical boxes and demonstrate compliance with requirements.

3.5 ADJUSTING AND CLEANING

- A. Upon completion of installation of raceways, inspect interiors of raceways; clear all blockages and remove burrs, dirt, and construction debris.

END OF SECTION

260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Identification for raceway and metal-clad cable.
 - 2. Identification for conductors and communication and control cable.
 - 3. Underground-line warning tape.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification nameplates.
 - 7. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.
- C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.

- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1

2.3 UNDERGROUND-LINE WARNING TAPE

- A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape:
 - 1. Not less than 3 in. (75 mm) wide by 5 mils thick.
 - 2. Compounded for permanent direct-burial service.
 - 3. Embedded continuous metallic strip or core.
 - 4. Printed legend shall indicate type of underground line.

2.4 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.
- C. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396 in. (1.005 mm) galvanized-steel backing; and with colors, legend, and size required for application. 1/4 in. (6.4 mm) grommets in corners for mounting. Nominal size, 10 by 14 in. (254 mm by 355.6 mm).
- D. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 IN. (900 MM)."

2.5 EQUIPMENT IDENTIFICATION NAMEPLATES

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background.
- B. Lettering: Approximately 1/2 in. (13 mm) high for floor mounted equipment and 3/16 in. (4.76 mm) high for wall mounted equipment. Wording shall identify function of device to which nameplates is attached or identify equipment served by device.

2.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Accessible Raceways and Metal-Clad Cables, 600-Volt or Less, for Service, Feeder, and Branch Circuits More Than 50 A: Identify with orange self-adhesive vinyl label.
- B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, snap-around, color-coding bands:
 - 1. Fire Alarm System: Red.
 - 2. Fire-Suppression Supervisory and Control System: Red and yellow.
 - 3. Security System: Blue and yellow.
 - 4. Telecommunication System: Green and yellow.
 - 5. Control Wiring: Green and red.
- C. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape. Identify each ungrounded conductor according to source and circuit number.
- D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source and circuit number.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data connections:
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access:
 - 1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - 2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.
- H. Instruction Signs:
 - 1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8 in. (9.52 mm) high letters for emergency instructions at equipment used for power transfer.
- I. Equipment Identification Nameplates: On each unit of equipment, install unique designation nameplate that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply nameplates to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification:
1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine nameplate. Unless otherwise indicated, provide a single line of text with 1/2 in. (13 mm) high letters on 1-1/2 in. (37 mm) high nameplate; where two (2) lines of text are required, use nameplates 2 in. (50 mm) high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine nameplate.
 - c. Elevated Components: Increase sizes of nameplates and letters to those appropriate for viewing from the floor.
 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Access doors and panels for concealed electrical items.
 - c. Electrical switchgear and switchboards.
 - d. Transformers.
 - e. Emergency system boxes and enclosures.
 - f. Disconnect switches.
 - g. Enclosed circuit breakers.
 - h. Motor starters.
 - i. Push-button stations.
 - j. Power transfer equipment.
 - k. Contactors.
 - l. Remote-controlled switches, dimmer modules, and control devices.
 - m. Power-generating units.
 - n. Voice and data cable terminal equipment.
 - o. Television/audio components, racks, and controls.
 - p. Fire-alarm control panel and annunciators.
 - q. Security and intrusion-detection control stations, control panels, terminal cabinets, and racks.
 - r. Monitoring and control equipment.
 - s. Uninterruptible power supply equipment.
 - t. Terminals, racks, and patch panels for voice and data communication and for signal and control functions.
- J. Arch Flash and Shock Hazard Analysis:
1. The Contractor shall provide Arch Flash and Shock Hazard Warning Signage on all electrical distribution and control equipment in accordance with 2005 NEC Section 110.16, which requires that panel-boards, enclosed circuit breakers, disconnect switches, control panels, motor controls, etc. that are likely to require examination, adjustment, servicing or maintenance while energized, shall be field marked to warn qualified persons of potential arc flash hazards. The markings shall be located so as to be clearly visible to qualified persons before examination, adjustment, servicing, or maintenance of the equipment.

2. This requirement is intended to help reduce the occurrence of serious injury or death due to arcing faults to those working on or near energized electrical equipment. The warning labels are to indicate to a qualified worker who intends to open the equipment for analysis of work that a serious hazard exists and that the worker should follow appropriate work practices and wear appropriate personal protective equipment for the specific hazard.
3. The labels shall include at least the following information: (1) flash hazard boundary; (2) cal/cm² flash hazard at 18 in. (457.2 mm); (3) PPE Level and PPE required to work on the equipment; (4) shock hazard involved; (5) limited approach boundary; (6) restricted approach boundary; and prohibited approach boundary.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50 ft (15 m) maximum intervals in straight runs, and at 25 ft (7.6 m) maximum intervals in congested areas.
- G. Color-Coding for Phase Identification, 600-Volt and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors:
 1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
 2. Colors for 240/120-Volt Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 3. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 in. (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two (2) turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 12 in. (300 mm) below finished grade.

END OF SECTION 260553

SECTION 26 24 13.20

SWITCHBOARDS – LOW VOLTAGE (GROUP MOUNTED FEEDERS – POW-R-LINE XPERT)

PART 1 GENERAL

1.01 SCOPE

- A. The Contractor shall furnish and install, where indicated, a free-standing, dead-front type low voltage distribution switchboard, utilizing group mounted circuit protective devices as specified herein, and as shown on the contract drawings.

1.02 RELATED SECTIONS

- A. Specification Section 26 28 11 – Circuit Breakers – Low Voltage
- B. Specification Section 26 27 13 – Microprocessor- Based Metering Equipment
- C. Specification Section 26 43 13 – Surge Protection Devices for Low Voltage Electrical Circuits

1.03 REFERENCES

- A. The low voltage distribution switchboards and all components shall be designed, manufactured and tested in accordance with the latest applicable following standards:
 - 1. UL Standard 891 - Switchboards
 - 2. UL Standard 50 – Enclosures for Electrical Equipment
 - 3. NEMA PB-2 Switchboards
 - 4. UL Standard 489 – Circuit Breakers
 - 5. UL Standard 1449 – Surge Protective Devices
 - 6. UL Standard 508 – Industrial Control Equipment

1.04 SUBMITTALS – FOR REVIEW/APPROVAL

- A. The following information shall be submitted to the Engineer:
 - 1. Front view and plan view of the assembly
 - 2. Floor plan
 - 3. Top view
 - 4. Single line diagrams
 - 5. Schematic diagram
 - 6. Nameplate schedule
 - 7. Component list
 - 8. Conduit space locations within the assembly
 - 9. Assembly ratings including:
 - a. Short-circuit rating
 - b. Voltage
 - c. Continuous current rating
 - 10. Major component ratings including:
 - a. Voltage

- b. Continuous current rating
- c. Interrupting ratings

11. Cable terminal sizes

12. Product data sheets

B. Where applicable, the following additional information shall be submitted to the Engineer:

- 1. Busway connection
- 2. Connection details, composite front view, and plan view of close-coupled assemblies
- 3. Key interlock scheme drawing and sequence of operations
- 4. Automatic transfer scheme sequence of operation
- 5. Mimic bus size and color

1.05 SUBMITTALS – FOR CONSTRUCTION

A. The following information shall be submitted for record purposes:

- 1. Final as-built drawings and information for items listed in Paragraph 1.04, and shall incorporate all changes made during the manufacturing process
- 2. Wiring diagrams
- 3. Certified production test reports
- 4. Installation information
- 5. Seismic certification with equipment anchorage details and center of gravity as specified
- 6. Coordination Drawings if required: Floor plans, drawn to scale, showing dimensioned layout on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - a. Required working clearances and required area above and around Switchboard.
 - b. Show Switchboard layout and relationships between electrical components and adjacent structural and mechanical elements.

1.06 QUALIFICATIONS

- A. The manufacturer of the assembly shall be the manufacturer of the major components within the assembly.
- B. For the equipment specified herein, the manufacturer shall be ISO 9001 or 9002 certified.
- C. The Switchboard manufacturer shall have the Environment Certification ISO 14001.
- D. The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of twenty (20) years. When requested by the Engineer, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.
- E. Where noted in the contract documents provide seismic qualified equipment.

1.07 REGULATORY REQUIREMENTS

- A. The low-voltage switchboard shall be UL labeled.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.

1.09 OPERATION AND MAINTENANCE MANUALS

- A. Equipment operation and maintenance manuals shall be provided with each assembly shipped and shall include instruction leaflets, instruction bulletins and renewal parts lists where applicable, for the complete assembly and each major component.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton
- B. Square D
- C. Siemens

The listing of specific manufacturers above does not imply acceptance of their products that do not meet the specified ratings, features and functions. Manufacturers listed above are not relieved from meeting these specifications in their entirety. Products in compliance with the specification and manufactured by others not named will be considered only if pre-approved by the Engineer ten (10) days prior to bid date.

The switchboard shall be equal to Eaton type Pow-R-Line Xpert utilizing the components herein specified and as shown on the drawings.

2.02 RATINGS

- A. The assembly shall be rated to withstand mechanical forces exerted during short-circuit conditions when connected directly to a power source having available fault current of 65000 amperes symmetrical at rated voltage or as shown on the contract documents.

2.03 CONSTRUCTION

- A. Switchboard shall consist of the required number of vertical sections bolted together to form a rigid assembly. The sides and rear shall be covered with removable bolt-on covers. All edges of front covers or hinged front panels shall be formed. Provide adequate ventilation within the enclosure.
- B. All sections of the switchboard shall be front and rear aligned with depth(s) shown on the drawings.
- C. The assembly shall be provided with adequate lifting means.
- D. The switchboard shall be suitable for use as service entrance equipment where indicated on Contract Documents and be labeled in accordance with UL requirements.

2.04 BUS

- A. All bus bars shall be tin-plated aluminum] Main horizontal bus bars shall be mounted with all three phases arranged in the same vertical plane. Bus sizing shall be based on NEMA standard temperature rise criteria.
- B. Provide a full capacity neutral bus where a neutral bus is indicated on the drawings.
- C. A 1/4 x 2-inch copper ground bus (minimum) shall be furnished firmly secured to each vertical section structure and shall extend the entire length of the switchboard.
- D. All hardware used on conductors shall be high-tensile strength and zinc-plated. All bus joints shall be provided with conical spring-type washers.
- E. All bussing shall be fully-rated for the entire length of the switchboard lineup. Tapered bus is not acceptable.

2.05 WIRING/TERMINATIONS

- A. Small wiring, necessary fuse blocks and terminal blocks within the switchboard shall be furnished as required. Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.
- B. Mechanical-type terminals shall be provided for all line and load terminations. Terminals shall be suitable for copper or aluminum conductors rated per 75 degrees C for the size as shown on the drawings. 90 degrees C conductor is permissible but must be sized in accordance with 75 degrees C rated conductor tables.
- C. Lugs shall be provided in the incoming line section for connection of the main grounding conductor. Additional lugs for connection of other grounding conductors shall be provided as indicated on the drawings.
- D. All control wire shall be type SIS, bundled and secured with nylon ties. Insulated locking spade terminals shall be provided for all control connections, except where saddle type terminals are provided integral to a device. All current transformer secondary leads shall first be connected to conveniently accessible short-circuit terminal blocks before connecting to any other device. All groups of control wires leaving the switchboard shall be provided with terminal blocks with suitable numbering strips. Provide wire markers at each end of all control wiring.

2.06 MAIN AND PROTECTIVE DEVICES

A. INSULATED CASE MAIN AND TIE PROTECTIVE DEVICES

- 1. Protective devices shall be fixed mounted insulated case low-voltage circuit breakers. All breakers shall be UL listed for continuous application in their intended enclosures for 100% of their continuous ampere rating.
- 2. Main and tie breakers shall be true two-step stored energy devices and shall be manually operated unless otherwise indicated on contract documents.
- 3. All main and tie circuit breakers shall have a minimum symmetrical interrupting capacity of 65,000 amperes. Main and tie circuit breakers shall have 3 cycle short-time withstand ratings.
- 4. All main and tie insulated case circuit breakers shall be UL489 listed.
- 5. All insulated case circuit breakers shall have a nameplate clearly marking any electrical accessories that are mounted in the breaker at the time of sale. The accessory shall have a label that will indicate its function and voltage. All accessories shall be modular, plug and lock type, and UL listed for easy field installation.
- 6. The breaker control interface shall have color-coded visual indicators to indicate contact open or closed positions as well as mechanism charged and discharged positions. Manual control pushbuttons on the breaker face shall be provided for opening and closing the breaker. The power circuit breaker shall have a "Positive On" feature. The breaker flag will read "Closed" if the contacts are welded and the breaker is attempted to be tripped or opened.
- 7. Each insulated case circuit breaker shall be equipped with a true RMS sensing, solid-state tripping system consisting of at least three current sensors microprocessor-based trip device and trip actuator. The trip unit shall use microprocessor-based technology to provide the basic adjustable time-current protection.
- 8. System coordination shall be provided by adjusting rotary switches for the following microprocessor-based time-current curve shaping adjustments:
 - a. Adjustable long-delay pick-up setting with minimum of 10 settings
 - b. Adjustable long-delay time - 0.5 to 24 seconds
 - c. Adjustable short-delay pick-up setting – 1.5x to Max allowable by frame
 - d. Adjustable short-delay time 0.0 sec up to 0.5 sec depending on frame with selectable flat or I²t curve shaping

- e. Adjustable instantaneous setting 2x to Max allowable by frame
- f. Where indicated, adjustable ground fault current pickup ($0.2 - 1.0 \times I_n$ in 0.10x increments) and time (0.1 – 1.0 sec in 0.10sec increments), with selectable flat or I^2t curve shaping. Provide switch selectable options for GF OFF, GF alarm, or GF trip.

2.07 FEEDER PROTECTIVE DEVICES

- A. All feeder protective devices shall be Eaton type Power Defense or approved equal molded case circuit breakers with inverse time tripping characteristics.
- B. Circuit breakers shall be operated by a toggle-type handle and shall have a quick-make, quick-break over-center switching mechanism that is mechanically trip-free. Automatic tripping of the breaker shall be clearly indicated by the handle position. Contacts shall be non-welding silver alloy and arc extinction shall be accomplished by means of DE-ION arc chutes. A push-to-trip button on the front of the circuit breaker shall provide a local manual means to exercise the trip mechanism.
- C. Circuit breakers shall have a minimum symmetrical interrupting capacity as indicated on the contract documents.
- D. Circuit breakers to be either draw-out or fixed mounted, as indicated on Contract Documents
- E. Circuit breakers shall have microprocessor-based rms sensing trip units as specified below:
 - 1. All molded case circuit breakers shall be equipped with a true RMS sensing, solid-state tripping system consisting of at least three current sensors microprocessor-based trip device and trip actuator. The trip unit shall use microprocessor-based technology to provide the basic adjustable time-current protection.
 - 2. Provide trip units with integral arc flash reduction mode for 1200A frame and above. The use of zone selective interlocking to emulate this feature does not meet the intent of these specifications and will not be allowed.
 - 3. System coordination shall be provided by adjusting rotary switches for the following microprocessor-based time-current curve shaping adjustments:
 - a. Adjustable long-delay pick-up setting with minimum of 10 settings
 - b. Adjustable long-delay time - 0.5 to 24 seconds
 - c. Adjustable short-delay pick-up setting – $1.5x$ to Max allowable by frame
 - d. Adjustable short-delay time 0.0 sec up to 0.5 sec depending on frame with selectable flat or I^2t curve shaping
 - e. Adjustable instantaneous setting 2x to Max allowable by frame
 - f. Where indicated, adjustable ground fault current pickup ($0.2 - 1.0 \times I_n$ in 0.10x increments) and time (0.1 – 1.0 sec in 0.10sec increments), with selectable flat or I^2t curve shaping. Provide switch selectable options for GF OFF, GF alarm, or GF trip.
 - 4. Where indicated provide 100% rated UL listed circuit breakers.
 - 5. Trip units shall be capable of metering phase, neutral, and ground current with an accuracy of $\pm 2.0\%$ of the reading.
 - 6. Trip units shall have an integral, high resolution liquid-crystal display (LCD) capable of displaying the trip unit programming, status, and monitoring information including bar graph display.
 - 7. Trip units shall include embedded Modbus RTU communication capability. Breaker status and all monitored parameters shall be available.
 - 8. Trip units shall collect and store pertinent information to the trip unit and circuit breaker health and event history. The trip unit shall also include diagnostic features to allow the user to investigate events and dynamically monitor the health of the trip unit and the breaker.

- a. Number of operations (load and no-load)
 - b. Number of trips (overload trips, short circuit trips)
 - c. Run time
 - d. Breaker ambient temperature.
 - e. Breaker remaining life - The trip unit shall utilize an algorithm that applies a weighted value to monitored information to determine the remaining life of the breaker. The remaining life of the breaker shall be displayed or communicated in calculated percentage of life remaining.
 - f. All breaker health information shall be accessible via micro-USB port on front of trip unit and via embedded communications
9. Trip unit shall perform a waveform capture on trip, alarm, or user-initiated events.
- a. Any breaker trip event shall capture a 10-cycle waveform. The trip unit shall store the most recent trip event waveform.
 - b. Any alarm event or user-initiated waveforms shall capture a 1-cycle waveform.
 - c. Waveform events shall capture and store all phase, neutral and ground currents.

2.08 ACCESSORIES

- A. Provide shunt trips, bell alarms and auxiliary switches as shown on the contract drawings.

2.09 MISCELLANEOUS DEVICES

- A. Key interlocks shall be provided as indicated on the drawings.
- B. Control power transformers with primary and secondary protection shall be provided, as indicated on the drawings, or as required for proper operation of the equipment.
- C. For outdoor (NEMA 3R) installations, each section of the switchboard shall be provided with a thermostatically controlled space heater. Power for the space heaters shall be obtained from a source as indicated on the drawings.

2.10 SURGE PROTECTIVE DEVICE

- A. SPD shall comply with ANSI/UL 1449 4th Edition or later listing by Underwriters Laboratories (UL).
- B. Service entrance located SPDs shall be tested and demonstrate suitability for application within ANSI/IEEE C62.41 Category C environments.
- C. The SPD shall be of the same manufacturer as the switchboard.
- D. The SPD shall be factory installed integral to the switchboard by the original equipment manufacturer.
- E. Locate the SPD on the load side of the main disconnect device, as close as possible to the phase conductors and the ground/neutral bar.
- F. The SPD shall be connected through a disconnect (30A circuit breaker). The disconnect shall be located within immediate proximity to the SPD.
- G. All monitoring and diagnostic features shall be visible from the front of the equipment.
- H. Maintenance Free Design – The SPD shall be maintenance free and shall not require any user intervention throughout its life. SPDs containing items such as replaceable single-mode modules, replaceable fuses, or replaceable batteries shall not be accepted. SPDs requiring any maintenance of any sort such as periodic tightening of connections shall not be accepted. SPDs requiring user intervention to test the unit via a diagnostic test kit or similar device shall not be accepted.

- I. Balanced Suppression Platform – The surge current shall be equally distributed to all MOV components to ensure equal stressing and maximum performance. The surge suppression platform must provide equal impedance paths to each matched MOV. Designs incorporating replaceable SPD modules shall not be accepted.
- J. Electrical Noise Filter – Each Type 2 unit shall include a high-performance EMI/RFI noise rejection filter. Noise attenuation for electric line noise shall be up to 50 dB from 10 kHz to 100 MHz using the MIL-STD-220A insertion loss test method. Products unable able to meet this specification shall not be accepted.
- K. Type 2 units with filtering shall conform to UL 1283 5th Edition
- L. Type 1 units shall not contain filtering or have a UL 1283 5th Edition Listing.
- M. Internal Connections – No plug-in component modules or printed circuit boards shall be used as surge current conductors. All internal components shall be soldered, hardwired with connections utilizing low impedance conductors.
- N. Monitoring Diagnostics – Each SPD shall provide the following integral monitoring options:
 1. Protection Status Indicators - Each unit shall have a green / red solid-state indicator light that reports the status of the protection on each phase.
 2. For wye configured units, the indicator lights must report the status of all protection elements and circuitry in the L-N and L-G modes. Wye configured units shall also contain an additional green / red solid-state indicator light that reports the status of the protection elements and circuitry in the N-G mode. SPDs that indicate only the status of the L-N and L-G modes shall not be accepted.
 3. The absence of a green light and the presence of a red light shall indicate that damage has occurred on the respective phase or mode. All protection status indicators must indicate the actual status of the protection on each phase or mode. If power is removed from any one phase, the indicator lights must continue to indicate the status of the protection on all other phases and protection modes. Diagnostics packages that simply indicate whether power is present on a particular phase shall not be accepted.
 4. Remote Status Monitor – The SPD must include Form C dry contacts (one NO and one NC) for remote annunciation of its status. Both the NO and NC contacts shall change state under any fault condition.
 5. Audible Alarm and Silence Button – The SPD shall contain an audible alarm that will be activated under any fault condition. There shall also be an audible alarm silence button used to silence the audible alarm after it has been activated.
- O. Electrical Requirements:
 1. Unit Operating Voltage – Refer to drawings for operating voltage and unit configuration.
 2. Maximum Continuous Operating Voltage (MCOV) – The MCOV shall not be less than 115% of the nominal system operating voltage.
 3. The suppression system shall incorporate thermally protected metal-oxide varistors (MOVs) as the core surge suppression component for the service entrance and all other distribution levels. The system shall not utilize silicon avalanche diodes, selenium cells, air gaps, or other components that may crowbar the system voltage leading to system upset or create any environmental hazards. End of life mode to be open circuit. Unit with end of life short-circuit mode are not acceptable.
 4. Unit shall operate without the need for an external overcurrent protection device (OCPD) and be listed by UL as such. Unit must not require external OCPD or replaceable internal OCPD for the UL Listing.
 5. Protection Modes – The SPD must protect all modes of the electrical system being utilized. The required protection modes are indicated by bullets in the following table:

| | |
|--|------------------|
| | Protection Modes |
|--|------------------|

| Configuration | L-N | L-G | L-L | N-G |
|--------------------|-----|-----|-----|-----|
| Wye | ● | ● | ● | ● |
| Delta | N/A | ● | ● | N/A |
| Single Split Phase | ● | ● | ● | ● |
| High Leg Delta | ● | ● | ● | ● |

6. Nominal Discharge Current (I_n) – All SPDs applied to the distribution system shall have a 20kA I_n rating regardless of their SPD Type (includes Types 1 and 2) or operating voltage. SPDs having an I_n less than 20kA shall be rejected.
7. ANSI/UL 1449 4th Edition Voltage Protection Rating (VPR) – The maximum ANSI/UL 1449 4th Edition VPR for the device shall not exceed the following:

| Modes | 208Y/120 | 480Y/277 | 600Y/347 |
|---------------|----------|----------|----------|
| L-N; L-G; N-G | 700 | 1200 | 1500 |
| L-L | 1200 | 2000 | 3000 |

2.11 ENCLOSURES

- OR -

A. Outdoor NEMA 3R Enclosure

1. Outdoor enclosure shall be non-walk-in and meet applicable NEMA 3R UL requirements
2. Doors shall have provisions for padlocking
3. Ventilating openings shall be provided [complete with replaceable fiber glass air filters]
4. Where indicated on contract documents provide thermostatically controlled space heaters for each structure to prevent the accumulation of moisture.
5. Power for space heaters, lights and receptacles shall be obtained from a source as indicated on the drawings.

2.12 NAMEPLATES

- A. Engraved nameplates, mounted on the face of the assembly, shall be furnished for all main and feeder circuits as indicated on the drawings. Nameplates shall be laminated plastic, black characters on white background. Characters shall be 3/16-inch high, minimum. Nameplates shall give item designation and circuit number as well as frame ampere size and appropriate trip rating. Furnish master nameplate giving switchboard designation, voltage ampere rating, short-circuit rating, manufacturer's name, general order number, and item number.
- B. Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.

2.13 FINISH

- A. All exterior and interior steel surfaces of the switchboard shall be properly cleaned and provided with a rust-inhibiting phosphatized coating. Color and finish of the switchboard shall be ANSI 61 light gray.

PART 3 EXECUTION

3.01 FACTORY TESTING

- A. The following standard factory tests shall be performed on the equipment provided under this section. All tests shall be in accordance with the latest version of ANSI and NEMA standards.
 - 1. The switchboard shall be completely assembled, wired, adjusted, and tested at the factory. After assembly, the complete switchboard will be tested for operation under simulated service conditions to ensure the accuracy of the wiring and the functioning of all equipment. The main circuits shall be given a dielectric test of 2200 volts for one (1) minute between live parts and ground, and between opposite polarities. The wiring and control circuits shall be given a dielectric test of 1500 volts for one (1) minute between live parts and ground
- B. The manufacturer shall provide three (3) certified copies of factory test reports.
- C. Factory to connect and setup ethernet gateways and/or data aggregation processors (such as Eaton PXG900 or Power Xpert Dashboard Lite) included in switchboard assemblies. Factory testing should also include confirmation that the processor and display communicate with each other and that every device connected to the processor is communicating with the processor. Addresses for the communicating devices in these networks will be indicated on factory supplied communication drawings.

3.02 MANUFACTURER'S CERTIFICATION

- A. A certified test report of all standard production tests shall be available to the Engineer upon request.

3.03 TRAINING

- A. The Contractor shall provide a training session for up to five (5) owner's representatives for 1 normal workday at a job site location determined by the owner.
- B. A manufacturer's qualified representative shall conduct the training session. The training program shall consist of instruction on operation of the assembly, circuit breakers, fused switches, and major components within the assembly.

3.04 INSTALLATION

- A. The Contractors shall install all equipment per the manufacturer's instructions, contract drawings and National Electrical Code.

3.05 FIELD ADJUSTMENTS

- A. The Contractor shall perform field adjustments of the protective devices as required to place the equipment in final operating condition. The settings shall be in accordance with the approved short-circuit study, protective device evaluation study and protective device coordination study.
- B. Necessary field settings of devices, adjustments and minor modifications to equipment to accomplish conformance with an approved short circuit and protective device coordination study shall be carried out by the Contractor at no additional cost to the owner.

SECTION 263213 – PACKAGED ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes packaged diesel-engine generator sets for a Standby Power System (SPS) located outdoors in an enclosure, with the following features and accessories:
 - 1. Engine generator set and controller
 - 2. Exhaust silencer
 - 3. Exhaust piping
 - 4. Radiator/heat exchanger
 - 5. Coolant Jacket heater
 - 6. Fuel piping and filtering
 - 7. Base-mounted fuel tank
 - 8. Fuel conditioning system
 - 9. Outdoor enclosure
 - 10. Battery charger
 - 11. Starting batteries
 - 12. Remote annunciator
 - 13. Remote stop switch
 - 14. Accessory electrical panel
- B. All equipment and material to be furnished and installed on this Project shall be approved for use in the Project location, in accordance with the requirements of the Authority Having Jurisdiction, and be suitable for its intended use on this Project.
- C. Assume total system responsibility for all components and associated controls and be responsible for coordination of all system components.
- D. Provide all materials and services for manufacturing, testing and delivering to a designated area at the job site or other location designated by the Installing Contractor.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA MG 1 - Motors and Generators.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 30 - Flammable and Combustible Liquids Code.

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2. NFPA 70 – National Electrical Code
3. NFPA 110 - Standard for Emergency and Standby Power Systems.

D. Underwriters Laboratories Inc.:

1. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures.

1.3 SYSTEM DESCRIPTION

- A. Description: Engine generator assembly and accessories to support an Emergency Power Supply System (EPSS) in accordance with NFPA 110.
- B. NFPA 110 EPSS Classification for this project:
 1. Level 1
 2. Class 72
 3. Type 10

1.4 SUBMITTALS

- A. Shop Drawings: Indicate electrical characteristics and connection requirements. Include plan and elevation views with overall and interconnection point dimensions, fuel consumption rate curves at various loads, ventilation and combustion air requirements, electrical diagrams including schematic and interconnection diagrams.
- B. Product Data: Submit data showing dimensions, weights, ratings, interconnection points, and internal wiring diagrams for engine, generator, control panel, battery, battery rack, battery charger, exhaust silencer, vibration isolators, day tank, and remote radiator.
- C. Test Reports: Indicate results of performance testing.
- D. Manufacturer's Field Reports: Indicate inspections, findings, and recommendations.
- E. The review of any submitted data or shop drawings for material, equipment apparatus, devices, arrangements and/or layout shall not relieve the manufacturers from the responsibility of furnishing same of proper dimensions and weight, capacities, sizes, quantity, quality and installation details to efficiently perform the requirements and intent of the Contract. The review shall not relieve the manufacturer from responsibility for errors of any sort on the submitted data or shop drawings.
- F. Upon resubmission of shop drawings, a cover letter shall address all comments made by the Engineer and/or Architect (referenced by page, paragraph, etc.). Resubmissions shall be complete and include all of the previous submissions documentation and any additional information. New information shall be submitted as part of an appendix, and shall be cross-referenced on the appropriate page within the submittal. Highlight all changes to the prior submission.

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1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit instructions and service manuals for normal operation, routine maintenance, oil sampling and analysis for engine wear, and emergency maintenance procedures.

1.6 QUALIFICATIONS

- A. Operation and Maintenance Data: Submit instructions and service manuals for normal operation, routine maintenance, oil sampling and analysis for engine wear, and emergency maintenance procedures.
- B. Submit all factory reports and documentation from startup and commissioning procedures, including:
 - 1. Maintenance Contracts
 - 2. Operation And Maintenance Data
 - 3. Bonds
 - 4. Warranty Documentation
 - 5. Record Documentation
 - 6. Software
 - 7. Parts Catalogs
 - 8. Service Manuals
 - 9. Installation Manuals
 - 10. Wiring Diagrams
 - 11. NFPA-110 Startup and Test Procedure.

1.7 WARRANTY

- A. All equipment shall be new, of first class material, and of latest approved design. Workmanship shall be of the best quality, free from any defects that might render the equipment unsuitable or inefficient for the purpose for which it is to be used.
- B. The generator set shall include a standard warranty covering two (2) years or 500 hours of operation, whichever occurs first (hours or years), to warrant against defective material and workmanship in accordance with the manufacturer's published warranty from the from *in-service* date published in the close-out documentation. The In-service date is defined as the date the Owner/Engineer accepts the work described herein as complete and in substantial compliance with the specifications.
- C. The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization. This organization shall regularly engage in maintenance contract programs to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions; adjustment to the generator set, transfer switch(es), and switchgear controls as required, and certification in the owner's maintenance log of repairs made and functional tests performed on all systems.

1.8 DELIVERY, STORAGE, AND HANDLING

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- A. Deliver engine generator set and system components to their final locations in protective wrappings, containers, and other protection that will exclude dirt and moisture and prevent damage from construction operations. Remove protection only after equipment is safe from such hazards. Properly dispose of all shipping/packing materials and remove from the site.

1.9 MAINTENANCE SERVICE

- A. Maintenance: At In-Service date, begin 24 months' full maintenance by skilled employees of the manufacturer's designated service organization.
 - 1. Include quarterly exercising to check for proper, starting, load transfer, and running under load.
 - 2. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation.
 - 3. Include one major Preventative Maintenance service at 12 months after in-service date
 - 4. Maintenance agreements shall include parts and supplies as used in the manufacture and installation of original equipment.
- B. Emergency repair and maintenance service shall be required. Manufacturer shall be able to respond to an emergency call and be on site within 2 hours of first notification by owner.
- C. Furnish two (2) of each fuel, oil and air filter element (per generator) to Owner at project closeout.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable manufacturers:
 - 1. Caterpillar
 - 2. Cummins Power Generation
 - 3. Generac
 - 4. Kohler Power Systems

2.2 ENGINE GENERATOR SET

- A. Furnish a coordinated assembly of compatible components.
- B. Output Connections: Three phase, four wire. See drawings.
- C. Safety Standard: Comply with ASME B15.1.

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- D. Nameplates: Each major system component is equipped with a conspicuous nameplate of component manufacturer. Nameplate identifies manufacturer of origin and address, and model and serial number of item.

2.3 GENERATOR-SET PERFORMANCE

- A. Oversizing generator compared with the rated power output of the engine to meet performance requirements in paragraphs below is permissible.
- B. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.
- C. Steady-State Voltage Operational Bandwidth: 2 percent of rated output voltage from no load to full load.
- D. Steady-State Voltage Modulation Frequency: Less than 1 Hz.
- E. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage recovers to remain within the steady-state operating band within 0.5 second.
- F. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.
- G. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there are no random speed variations outside the steady-state operational band and no hunting or surging of speed.
- H. Transient Frequency Performance: Less than 2-Hz variation for a 50 percent step-load increase or decrease. Frequency recovers to remain within the steady-state operating band within three seconds.
- I. Output Waveform: At no load, harmonic content measured line to neutral does not exceed 2 percent total with no slot ripple. The telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
- J. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, the system will supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or any other generator system component.
- K. Excitation System: Performance is unaffected by voltage distortion caused by nonlinear load.
- L. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.4 SERVICE CONDITIONS

- A. Environmental Conditions: Engine generator system withstands the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: 30 deg F to 110 deg F

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2. Relative Humidity: 0 to 95 percent.
3. Altitude: Sea level.
- B. Overload Rating: Sufficient to operate under 10 percent overload for one hour in ambient of 90 degrees F

2.5 ENGINE

- A. Comply with NFPA 37.
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm.
- D. The engine shall be EPA Tier II or III (as required by law) certified from the factory
- E. Safety Devices: Engine shutdown on high water temperature, low oil pressure, overspeed, and engine overcrank. Limits as selected by manufacturer.
- F. Lubrication System: Pressurized by a positive-displacement pump driven from engine crankshaft. The following items are mounted on engine or skid:
 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Controls flow in system to maintain optimum oil temperature. Unit is capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps or siphons or special tools or appliances.
- G. Engine Fuel System: Comply with NFPA 37. System includes the following:
 1. The engine shall utilize a common rail fuel injection system
 2. Provide engine driven fuel transfer pump with a minimum 12ft (3.7m) lift and with fuel supply check valve and flexible fuel connections.
 3. Provide primary Filter/Water Separator: Engine shall have N+1 redundant fuel/water separators with turbine centrifuge type separators and T-handle Vacuum indicator kit. Include a fuel sensor which electronically signals the generator controller with Form "C" alarm contacts when the amount of water in the fuel/water separator reaches the warning level. N+1 redundant fuel/water separators shall be installed on a common inlet and common outlet header with required valving to enable replacement of any one of the elements with the diesel engine-generator under full load operation. Primary filter elements shall be 30 micron, as tested per ISO Standard 16889.
 4. Secondary Filter: Replaceable element fuel filters shall be engine-mounted and convenient for servicing. Secondary filter elements shall be 2 micron, as tested per ISO Standard 16889.
 5. All flexible fuel lines shall be braided stainless steel reinforced.

- H. Mounting: Furnish unit with suitable spring-type vibration isolators and mount on structural steel base.
- I. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment.

2.6 GOVERNOR

- A. Provide isochronous electronic type governor with external speed and droop adjustments mounted in control panel.
- B. The governor shall be speed sensing, load sharing, suitable for parallel operation, capable of maintaining accurate engine speed control for any load from open circuit to full rated load, and shall be electronic, ADEM or as the written approved.
- C. The frequency at any constant load, including no load, shall remain within a steady-state band of $\pm 0.5\%$ of rated frequency. Frequency modulation shall not exceed one cycle per second for the addition of any load with a voltage dip not to exceed 35% of nominal voltage. The frequency regulation from no load to rated load shall be in accordance with that defined by diesel engine generator performance. For any addition of load up to 100% of rated load, the frequency shall recover to the steady state frequency band within 5.0 seconds.
- D. Provide with backup protection or safety devices to prevent engine runaway.

2.7 ENGINE COOLING SYSTEM

- A. Description: Closed loop, liquid cooled, with radiator factory mounted on engine generator-set skid and integral engine-driven coolant pump.
- B. Radiator: Rated for specified coolant.
 - 1. Radiator Core Tubes: Nonferrous-metal construction other than aluminum.
 - 2. Fan: Driven by multiple belts from engine shaft.
 - 3. Sized to maintain safe engine temperature in ambient temperature of 110 degrees F
 - 4. Radiator air flow restriction 0.5 inches of water (1.25 Pa) maximum
- C. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
- D. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain minimum 100°F (38°C) water temperature based on 32°F (0°C) ambient. Include isolation valves to allow for change out of the jacket water heater without having to drain the entire system.
- E. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - 1. Rating: 50-psig maximum working pressure with 180 deg F coolant, and noncollapsible under vacuum.

2. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

2.8 FUEL SUPPLY AND SUB-BASE FUEL STORAGE TANK

- A. The above ground steel secondary containment rectangular tank for use as a sub base for diesel generators shall be manufactured and intended to be installed in accordance with the Flammable and Combustible Liquids Code—NFPA 30, the Standard for Installation and Use of Stationary Combustible Engine and Gas Turbines—NFPA 37, and Emergency and Standby Power Systems—NFPA 110.
- B. The sub-base fuel system shall be listed under UL 142, subsection entitled Special Purpose Tanks EFVT category, and will bear their mark of UL Approval according to their particular classification. Features include the following:
 1. Capacity: The fuel tank shall have a capacity equal to or greater than the larger of:
 - a. 133% of the fuel required to support the rated full-load run of the generator set for the duration of 72 hours.
 2. Tank level indicator – Analog gauge
 3. Intake and discharge ports for on-board fuel polishing system
 4. Two extra ports for future
 5. Vandal-resistant fill cap
 6. Containment Provisions: Comply with requirements of authorities having jurisdiction.
 7. Rupture basin with alarm
 8. Main vent with through piping to top of enclosure
 9. Emergency vent
- C. The primary tank shall be rectangular in overall shape and constructed in clam shell fashion to ensure maximum structural integrity and allow the use of a full throat fillet weld.
- D. Steel Channel Support System. Reinforced steel box channel for generator support, with a load rating of 5,000 lbs. per generator mounting hole location. Full height gussets at either end of channel and at generator mounting holes shall be utilized.
- E. Normal venting shall be sized in accordance with the American Petroleum Institute Standard No 2000, Venting Atmospheric and Low Pressure Storage Tanks not less than 1-1/4" (3 cm.) nominal inside diameter.
- F. The emergency vent opening shall be sized to accommodate the total capacity of both normal and emergency venting and shall be not less than that derived from NFPA 30, table 2-8, and based on the wetted surface area of the tank. The wetted area of the tank shall be calculated on the basis of 100 percent of the primary tank. The vent is to be spring-pressure operated: opening pressure is 0.5/psig and full opening pressure is 2.5 psig. The emergency relief vent is to be sized to accommodate the total venting capacity of both normal and emergency vents.

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- G. Provide a 2" NPT opening within the primary tank and lockable manual fill cap.
- H. Provide a 5 Gallon Fill/Spill Containment- Aboveground fill/spill container that contains fuel overflow spills that may occur during fill-up.
- I. Provide a direct reading, UL listed, magnetic fuel level gauge with a hermetically sealed, vacuum tested dial, to eliminate fogging.
- J. Float Switches:
 - 1. Low Fuel Level - Provide a float switch for remote or local annunciation of a (50% standard) low fuel level condition.
 - 2. High fuel level switch – A fuel level switch will be installed in the tank and the contacts will close when the fuel level reaches 90%.

2.9 ENGINE EXHAUST SYSTEM

- A. Silencer: Internal to generator enclosure and sized as recommended by engine manufacturer.
- B. Connections from Engine to Exhaust System: Flexible section of corrugated stainless-steel pipe.
- C. Connection from Exhaust Pipe to Muffler: Stainless-steel expansion joint with liners.

2.10 STARTING SYSTEM

- A. Description: 24-V electric, with negative ground and including the following items:
 - 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Environmental Conditions" Paragraph in "Service Conditions" Article above.
 - 2. Dual Starting Motors: Include dual engine starting motors. Each starting motor shall be of the heavy-duty type and shall automatically disconnect upon engine startup
 - 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 - 4. Battery: Batteries shall be of the Absorbed Glass Mat (AGM) type with a minimum of 240 seconds of continuous crank in an ambient of from 0°F to 120°F, and a minimum reserve capacity of 380 minutes at 80°F.
 - 5. Battery Cable: Size as recommended by generator set manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 - 6. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
 - 7. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Complies with UL 1236.
 - 8. Battery Rack: Battery rack capable of holding the manufacturer's recommended batteries

2.11 CONTROLLER

- A. The generator set controller shall be a microprocessor based control system that will provide automatic starting, system monitoring, and protection. The controller system shall also provide local monitoring and remote monitoring. The control system shall be capable of PC based updating of all necessary parameters, firmware, and software.
- B. The controller shall be prototype and reliability tested to ensure operation in the conditions encountered. The controller shall be UL 508 listed and the face shall be sealed to IP65 standards.
- C. Control Panel shall include:
 - 1. Emergency Stop Switch
 - 2. Graphical Display. The controller shall have a 12 inch color touch display. The display shall be viewable in all light conditions. The display shall display status of all faults and warnings. The display shall also display any engine faults.
- D. Control Functional Requirements
 - 1. The generator controller shall allow selection from four modes of operation: Out of service/Manual/Auto/Auto test
 - 2. The generator controller shall display and monitor the engine and alternator functions and allow adjustments of certain parameters at the controller.
 - 3. The controller shall include a real-time clock and calendar for time stamping of events. The real-time clock shall maintain time for up to 2 years without power to the controller.
- E. Functional Description: When the mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic-transfer switches initiate starting and stopping of the generator set. When the mode-selector switch is switched to the on position, the generator set manually starts. The off position of the same switch initiates generator-set shutdown. When the generator set is running, specified system or equipment failures or derangements automatically shut down the generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down the generator set.
- F. Inputs and Outputs
 - 1. There shall be 1 resistive and 1 analog inputs that can be custom configured to shut down the generator set or provide a warning.
 - 2. All warning and shutdown values shall be accessible on the control panel display.
 - 3. All free input assignments (digital and analog) shall be available for configuration.
 - 4. The controller shall be capable of receiving optional input expansions.
 - 5. Additional standard inputs include:
 - a. External ground fault detection
 - b. Battery power

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- c. Remote two-wire start
 - d. Remote Three-wire Start
 - e. Remote emergency stop
 - f. Low Fuel
6. All NFPA 110 Level 1 outputs shall be available.

G. Communications

- 1. Industry standard Modbus communication shall be available.
- 2. Communications shall be available for serial (Modbus RTU) and Ethernet (Modbus TCP) networks.
- 3. A Modbus master shall be able to monitor parameters.
- 4. The controller shall have the capability to communicate to a personal computer.
- 5. The controller shall support communication with a remote annunciator.
- 6. The controller shall provide Virtual Network Communication (VNC) to allow remote, secure access to the controller.
- 7. The controller shall support the ability to add a remote display at another location.
- 8. The controller shall provide a PC-based software application for monitoring and control of the system.

2.12 MONITORING

- A. Indicating and Protective Devices and Controls: Include those required by NFPA 110 for a Level 1 system, and the following:
- 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. DC voltmeter (alternator battery charging).
 - 5. Engine-coolant temperature gage.
 - 6. Engine lubricating-oil pressure gage.
 - 7. Running-time meter.
 - 8. Ammeter-voltmeter, phase-selector switch(es).
 - 9. Generator-voltage adjusting rheostat.
- B. Supporting Items: Include sensors, transducers, terminals, relays, and other devices, and wiring required to support specified items. Locate sensors and other supporting items on engine, generator, or elsewhere as indicated. Where not indicated, locate to suit manufacturer's standard.
- C. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel. Locate audible device and silencing means where indicated. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.
- 1. Engine high-temperature shutdown.

2. Lube-oil low-pressure shutdown.
3. Overspeed shutdown.
4. Remote emergency-stop shutdown.
5. Engine high-temperature prealarm.
6. Lube-oil low-pressure prealarm.
7. Fuel tank low level
8. Fuel tank rupture (interstitial) alarm
9. Overcrank shutdown.
10. Coolant low-temperature alarm.
11. Control switch not in auto position.
12. Battery-charger malfunction alarm.
13. Battery low-voltage alarm.

- D. Remote Alarm Annunciator: Comply with NFPA 99. Labeled LEDs identify each alarm event. Common audible signal sounds for alarm conditions. Silencing switch in face of panel silences signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

2.13 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489. The circuit breaker(s) shall incorporate an electronic trip device with the following characteristics:
1. Adjustable long time delay
 2. Adjustable short time delay [As applicable]
 3. Adjustable Instantaneous
 4. Ground Fault alarm
- B. Load side lugs: The circuit breaker shall have load side lugs provided from the factory.
- C. Auxiliary devices: The circuit breaker shall include auxiliary contacts, shunt trip, under voltage trip, alarm switch, and overcurrent switch functionality. Load side breaker connections made at the factory shall be separated from field connections.

2.14 ALTERNATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Alternator:
1. The alternator shall have a maintenance-free bearing, designed for 40000 hour B10 life. The alternator shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel
 2. The alternator shall be salient-pole, brushless, 2/3-pitch, with 4 bus bar provision for external connections, self-ventilated, with drip-proof construction and amortisseur rotor windings, and skewed for smooth voltage waveform. The ratings shall meet the NEMA standard (MG1-32.40) temperature rise limits. The insulation shall be class H per UL1446

and the varnish shall be a vacuum pressure impregnated, fungus resistant epoxy. Temperature rise of the rotor and stator shall be limited to 130°C Standby.

3. Subtransient Reactance and be 12 percent, maximum.
4. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
5. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

B. Exciter and Voltage Regulator:

1. The PMG based excitation system shall be of brushless construction controlled by a digital, three phase sensing, solid- state, voltage regulator (AVR). The AVR shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating. The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full rated load. The TIF factor shall not exceed 50.
2. Stability, voltage range and paralleling controls shall be mounted on the regulator and be easily accessible with provisions for remote voltage level control. Voltage shall be maintained to $\pm 1\%$ of rated voltage from no load to full load with no more than $\pm 0.5\%$ of rated voltage within a 40°C change in operating temperature.
3. The generator shall be inherently capable of sustaining at least 300% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit without the addition of separate current-support devices.

C. Construction prevents mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

D. Instrument Transformers: Mounted within generator enclosure.

2.15 OUTDOOR GENERATOR-SET ENCLOSURE

A. Description: Prefabricated or pre-engineered enclosure with the following features:

1. Construction: Aluminum tubing with pre-painted 0.080" aluminum skin and 0.090" aluminum roof, peaked for drainage. Enclosure shall meet 4" per hour rain test.
2. Enclosure trimmed with mill finish extruded aluminum trim for water tight seal and enhanced with color matching caulk.
3. Adequate to resist loads imposed by 200-mph wind.
4. (2) Double and (2) single lockable doors with panic hardware. Standard stainless steel hinges and hardware, with gas shocks on each door. All doors furnished with drip rail.
5. Panels are removable by one person without tools. Instruments and control are mounted within enclosure.

6. Thermal Insulation: 2" minimum (more if required to maintain winter interior temperature within limits required by components).
 7. Sound Attenuation: Level 2.
- B. Engine Cooling Airflow through Enclosure: Adequate to maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
- C. Provide fail-safe louvers of the "spring open, motor close" type. The automatic louvered dampers (ALD's) at the intake and discharge louvers shall be weatherproof, center pivot type, quick opening upon signal to start generator. Gravity outlet louvers on radiator discharge close when unit is not running. All louvers are mounted to avoid freezing water from restricting operation.
- D. Interior Lights: Factory-wired, LED source, vapor proof-type fixtures within housing; arranged to illuminate controls and accessible interior; with three-way switching from two entry doors.
- E. Convenience receptacles: Provide two (one per engine side) 120-volt, 20-amp, duplex receptacles with Ground Fault Circuit Interruption (GFCI), within the enclosure. These receptacles shall be for general use, and are in addition to any receptacles for battery chargers/heaters.
- F. Accessory electrical panel: Furnish enclosure with a main breaker, 120/208 volt, single phase, three wire load center, with prewired connections to all lighting, strip heaters, battery charger, fuel conditioner (if specified) and block heater accessories as specified. Suitable for a single-point connection from building electrical supply. Electrical panel to be mounted on enclosure wall, not on generator frame.
- G. Provide an emergency generator break-glass switch in a NEMA 3 enclosure for the diesel engine-generator, located at the exterior of the generator enclosure at strike side of the main door. Activation of break-glass switch shall shut down fuel supply to the engine and cause an immediate shutdown of the machine.
- H. Fuel Conditioning System: In the generator enclosure, provide a fuel re-circulating pump and filters for a complete fuel conditioning system:
1. Controller: Programmable, Fully Automated UL 508A SMART Filtration Controller with BMS/BAS Interface and Digital Text Readout.
 2. Primary Filter Particulate removal: 10 micron with centrifugal water separator
 3. Secondary Filter/Water block: 3 micron
 4. Water removal: 99% efficient for free water
 5. ½" supply and return lines, connected at opposite ends of tank
 6. Stainless steel plumbing (internal to enclosure)
 7. Positive displacement gear pump: System flow rate shall circulate minimum 25% of the tank capacity in under 4 hours.
 8. Sensors: Differential pressure, water sensor, leak sensor

9. 120 vac power supply – powered from accessory panel in generator enclosure
10. Fuel conditioning system shall automatically cease when engine is started.

2.16 SOURCE QUALITY CONTROL

- A. Factory Tests: Include prototype testing and Project-specific equipment testing (testing of equipment manufactured specifically for this Project).
- B. Prototype Testing: Performed on a separate engine generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 1. Tests: Comply with those required for Level 1 energy converters in NFPA 110.
 2. Generator Tests: Comply with IEEE 115.
 3. Components and Accessories: Items furnished with installed unit that are not identical to those on tested prototype have been tested to demonstrate compatibility and reliability.
- C. Project-Specific Equipment Tests: Factory test engine generator set and other system components and accessories before shipment. Perform tests at rated load and power factor. Include the following tests.
 1. Full load run.
 2. Maximum power.
 3. Voltage regulation.
 4. Transient and steady-state governing.
 5. Single-step load pickup.
 6. Safety shutdown.
- D. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment foundations, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Examine roughing-in of cooling-system piping systems and electrical connections. Verify actual locations of connections before packaged engine generator installation.

3.2 INSTALLATION

- A. Comply with packaged engine generator manufacturers' written installation and alignment instructions, and with NFPA 110.
- B. Set packaged engine generator set on level concrete base.
- C. Install packaged engine generator to provide access for periodic maintenance, including removal of drivers and accessories.

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- D. Install cooling-system piping, accessories, hangers and supports, and anchors for complete installation.
- E. Extend drain piping from heat exchangers to point of disposition.
- F. Install condensate drain piping for diesel-engine exhaust system. Extend drain piping from low points of exhaust system and from muffler to condensate traps and to point of disposition.
- G. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted. Verify that electrical wiring is installed according to manufacturers' submittal and installation requirements in Division 26 Sections. Proceed with equipment startup only after wiring installation is satisfactory.

3.3 CONNECTIONS

- A. Electrical wiring and connections as shown on the drawings.
- B. Ground equipment: Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections, and to assist in testing. Report results in writing.
- B. Testing: Perform field quality-control testing under the supervision of the manufacturer's factory-authorized service representative.

3.5 SITE ACCEPTANCE TEST

- A. The standby generator shall be tested as hereinafter described under the supervision of a capable service engineers provided by the diesel engine-generator manufacturer. (Submit a detailed chronological test plan with the shop drawings.) Prior to any testing, verify that the equipment is complete and ready for testing and that all instrumentation required is connected and ready for startup and test. Tests shall be witnessed by the Owner and/or his representatives. Provide necessary lube oil, fuel oil, and testing equipment to obtain full load conditions, including the required load banks at unity power factor for system test. Provide lubricant and coolant samples before site acceptance testing commences and at the completion of all testing for comparison.
- B. The on-site test program shall cover the following as a minimum:
 - 1. Verify that all components are correctly installed and interconnected. Exercise each circuit breaker, and each automatic transfer switch.
 - 2. Individually test each engine protective device and verify the accuracy of instrumentation set points.
 - 3. InterNational Electrical Testing Association Tests: Perform each visual and mechanical inspection and electrical and mechanical test stated in NETA ATS for emergency engine

generator sets, except omit vibration baseline test. Certify compliance with test parameters for tests performed.

4. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified herein.
 5. Battery Tests: Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery. Verify acceptance of charge for each element of battery after discharge. Verify measurements are within manufacturer's specifications.
 6. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 7. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 8. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 9. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
- C. The diesel engine-generator set shall be load bank tested in its weatherproof enclosure to demonstrate compliance with the Specifications. Tests will be witnessed by the Owner and the commissioning agent:
1. The engine-generator set shall be capable of attaining rated voltage and frequency under no load conditions, within five (5) seconds of the initiation of a start signal.
 2. The engine-generator set shall be operated under full rated load conditions for a minimum of six (6) hours. The generator set shall maintain rated voltage ± 5 volts and rated frequency ± 0.5 hertz for the duration of the full load test. Voltage, amperage and frequency measurements, as well as engine gauge and monitor points, shall be recorded at 15 minute intervals. At the completion of this test, operate the engine-generator at its overload rating and record monitored points.
 3. From a "cold" start, operate unit from 0 to 100 percent load, starting at no load and increasing in increments of 33 percent then decreasing from 100 to 0 percent load in 33 percent increments. Hold at each incremental load for 10 minutes and check at each load point for stable operation, fuel consumption, engine performance, and generator performance. The generator shall be capable of returning to its rated voltage and frequency as described hereinabove with a maximum voltage drop when incremental loads are added.
 4. Operate unit from 0 to 100 percent load, with the following increments: 0% to 50%, 50% to 0%, 25% to 75%, 75% to 25%, 0% to 100%, 100% to 0%. Hold at each incremental load

SERVICE UPGRADE - SCP

for 10 minutes and check for stable operation. The generator set shall be capable of returning to its rated voltage and frequency with a maximum voltage drop as described hereinabove when incremental loads are added. Record voltage and frequency transients.

5. Perform full load transient tests verifying that kilowatts, voltage, amperes, and frequency transient characteristics are within acceptable limits. Submit oscillograph tracings with all 3 phases of voltage and frequency recorded for all transient tests.
- D. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- E. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- F. Test instruments shall have been calibrated within the last 12 months, traceable to standards of the National Institute for Standards and Technology, and adequate for making positive observation of test results. Make calibration records available for examination on request.

3.6 CLEANING

- A. On completion of installation, inspect system components. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators as specified below:
 1. Coordinate this training with that for transfer switches and any Emergency Switchgear equipment.
 2. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment.
 3. Review data in maintenance manuals.
 4. Schedule training with Owner, with at least seven days' advance notice.
- B. After final acceptance and all testing is complete, top-off the generator fuel tank to full capacity

END OF SECTION 263213

Section 3

BID DOCUMENTS LIST

List of items included in bid package:

| | |
|------------|---|
| Section 1 | Invitation for Bids |
| Section 2 | Introduction & Overview, Procurement Schedule, Scope of Services & General Specifications, Qualifications, Evaluation & Selection, and Other Relevant Information Structural Plans Electrical Plans Section 260500 - Common Results for Electrical Section 260519 - Low Voltage Electrical Power Conductors and Cables Section 260533 - Raceways and Boxes Section 260553 - Identification for Electrical Systems Section 262413 - Switchboards - Low Voltage Section 263213 - Packaged Engine Generators |
| Section 3 | Bid Documents List |
| Section 4 | Instructions to Bidders for Contracts Public and Indian Housing Programs (HUD Form 5369) |
| Section 5 | Bid Submittal List |
| Section 6 | Bid Form, Bid Certification Form, & Bid Bond Form |
| Section 7 | Non-Collusive Affidavit for Bid |
| Section 8 | Certification Regarding Debarment & Suspension (HUD Form 2992) |
| Section 9 | Sworn Statement on Public Entity Crimes |
| Section 10 | Certification Regarding Lobbying |
| Section 11 | Certification for a Drug-Free Workplace (HUD Form 50070) |
| Section 12 | Equal Employment Opportunity Certification (HUD Form 92010) |
| Section 13 | Davis Bacon Act, Certification - Receipt & U.S. Department of Labor Wage Determination, & General Decision Number FL 20220045 |
| Section 14 | Statement of Bidder's Qualifications |
| Section 15 | Representations, Certifications, & other Statements of Bidders (HUD Form 5369A, 11/92) |
| Section 16 | General Conditions for Construction Contracts (HUD Form 5370) |
| Section 17 | Section 3 Business - Voluntary Self-Certification Form & Section 3 New Rule Contractor |
| Section 18 | Sample Contract |

(Please execute and return this document with the bid.)

I have reviewed the IFB package for “**SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)**” and found that it contains each item on this bid documents list.

Printed Name

Name of Company

Signature

Date

Section 4

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

The Housing Authority of the City of Key West, Florida
Vanessa Sellers - Director of Administration & Procurement
1400 Kennedy Drive
Key West FL 33040

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

☐ (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5

BID SUBMITTAL LIST

Bidder must return this form and the following documentation as the formal bid in a sealed envelope:

- [] An executed "Bid Documents List" (reference Section 3)
- [] An executed "Bid Submittal List" (reference Section 5)
- [] A completed and executed "Bid Form" and "Bid Certification Form" (reference Section 6)
- [] A completed and executed "Bid Bond" (reference Section 6)
- [] A completed, executed, and notarized "Non-collusive Affidavit for Bid" (reference Section 7)
- [] An executed HUD Form 2992: "Certification Regarding Debarment and Suspension" (reference Section 8)
- [] A completed, executed, and notarized "Sworn Statement on Public Entity Crimes" (reference Section 9)
- [] An executed "Certification Regarding Lobbying" (reference Section 10)
- [] A completed and executed "Certification for a Drug-Free Workplace" (reference Section 11)
- [] A completed and executed "Equal Employment Opportunity Certification" (reference Section 12)
- [] A completed and executed "Certification - Receipt" acknowledging US Labor Standard Provisions (reference Section 13)
- [] A completed "Statement of Bidder's Qualifications," a condensed current financial statement, and any other applicable items listed (reference Section 14)
- [] A completed HUD Form 5369-A: "Representations, Certifications, and Other Statements of Bidders" (reference Section 15)
- [] A completed Section 3 Business - Voluntary Self-Certification Form (if applicable) (reference Section 17)
- [] A completed Section 3 New Rule Contractor Acknowledgement and Affidavit (reference Section 17)

The above listed documents are submitted by:

Printed Name

Name of Company

Title

Address of Company

Signature

Date

Section 6

BID FORM
SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)
No. KWH-22-IFB-139

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, the invitation for bids, this bid form, the non-collusive affidavit for bids, the scope of work and specifications, and addenda (if any thereto), as prepared by the Housing Authority of the City of Key West, Florida, hereby proposed to furnish all labor, materials, equipment, and services required to provide **SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)** in accordance therewith for the amount of:

Base Bid:

Total Cost of Project as Described and Detailed in Section 2 of this IFB Package and in the structural plans and the electrical plans:

_____ (\$_____)
(Spell out dollar amount in words)

After the Contracting Officer evaluates each bid, the responsive and responsible bidder that submits the bid whose dollar value for the **total cost of the project as described in Section 2 this IFB package and in the structural plans and electrical plans** is lowest and meets all specified requirements will be awarded the contract.

In submitting this proposal, it is understood that the right is reserved by the Housing Authority of the City of Key West, Florida, to reject any and all bids or any portion of any bid. If written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form ten (10) days after the contract is presented for signature.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

Acknowledgement is hereby made of receipt of the following Addenda issued during bidding.

Addendum_____

Dated_____

Addendum_____

Dated_____

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

By:_____

Date:_____

Signature:_____

Company Name:_____

Title:_____

Official Address:_____

Telephone Number:_____

BID CERTIFICATION FORM

SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)
No. KWH-22-IFB-139

An executed and notarized copy of this form must accompany a Bid that is submitted in response to the Invitation for Bids ("IFB").

CERTIFICATIONS

I, _____, certify that I am the _____ of the Corporation named as Contractor herein; that _____ who signed this Bid on behalf of the Contractor, was then _____ of said Corporation; that said Corporation, by authority of its governing body, is within the scope of its corporate powers.

Corporate Seal

(Print or type the names underneath all signatures)

NOTARY:

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

Printed Name

(STAMP)

Signature

My Commission expires _____, 20_____.

| | | |
|---|---|---|
| BID BOND <i>(See instructions on reverse)</i> | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | OMB Control Number: 9000-0045 Expiration Date: 8/31/2022 |
|---|---|---|

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

| | |
|--|--|
| PRINCIPAL <i>(Legal name and business address)</i> | TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i> |
| STATE OF INCORPORATION | |

SURETY(IES) *(Name and business address)*

| PENAL SUM OF BOND | | | | | BID IDENTIFICATION | |
|----------------------|----------------------|-------------|------------|-------|---|-------------------|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED | | | | BID DATE | INVITATION NUMBER |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | FOR <i>(Construction, Supplies or Services)</i> | |
| | | | | | | |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL | | | | |
|--------------------------------------|--------|--------|--------|----------------|
| SIGNATURE(S) | 1. | 2. | 3. | Corporate Seal |
| | (Seal) | (Seal) | (Seal) | |
| NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | 3. | |

| INDIVIDUAL SURETY(IES) | | |
|---------------------------|-----------|-----------|
| SIGNATURE(S) | 1. (Seal) | 2. (Seal) |
| NAME(S) <i>(Typed)</i> | 1. | 2. |

| CORPORATE SURETY(IES) | | | | | |
|-----------------------|--------------------------------------|----|------------------------|----------------------|----------------|
| SURETY A | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

STANDARD FORM 24 (REV. 8/2016)
 Prescribed by GSA - FAR (48 CFR) 53.228(a)

| | | | | | |
|-----------------|-------------------------------|----|------------------------|----------------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Section 7

NON-COLLUSIVE AFFIDAVIT FOR BID

State of _____

County of _____

_____, being first duly sworn, deposes and says:

(1) That undersigned is _____ (a partner or officer of the firm of, etc.,) _____, the party making the foregoing proposal or bid and is fully informed respecting the preparation and contents of the attached proposal or bid and all pertinent circumstances respecting such proposal or bid;

(2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Key West or any person interested in the proposed contract;

(3) that the price(s) quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

(4) that the undersigned has read and understands compliance with the following:

- a. No member of or delegate of Congress of the United States and no resident commissioner shall be admitted to any share or part of the contract or to any benefit to arise from same, provided, that the foregoing provision of this section shall not be construed to extend to the contract if made with a corporation for its general benefit.
- b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the project during said tenure or one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under the contract.

Signature

Date

NOTARY:

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary's Printed Name

(STAMP)

Notary's Signature

My Commission expires _____, 20____.

Section 8

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

| | | |
|---|-------|------|
| Applicant | | Date |
| Signature of Authorized Certifying Official | Title | |

Section 9

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with _____

2. This sworn statement submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is _____ and my relationship to the
(Print name of individual signing)
entity named above is _____.
(Sole proprietor, partner, president, vice-president, etc.)
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income amount persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

7. I understand that a “person” as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, nor any affiliates of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

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

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

_____The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after being sworn by me, affixed his/her signature
[name of individual signing]

in the space provided on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission expires: _____

Section 10

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS & COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or 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 any 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

Section 11

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here [] if there are workplaces on file that are not identified on the attached sheets.

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)

Form with fields for Name of Authorized Official, Title, Signature, and Date.

Section 12

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

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

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Section 13

DAVIS BACON ACT

If the total amount of this contract exceeds \$2,000, the Federal Labor Standards set forth in this clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be “Non-routine Maintenance” subject to the terms of that clause of this contract.

(a) Minimum Wages

- (1) All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditional 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 (29CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the 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 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 and 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 not less than 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 Part 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 rates conforming under 29 CFR 5.5 (a) (1) (11) 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 which is not listed in the 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 therefore 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;
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including and 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 Administrator, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within a 30-day period that additional time is necessary.
 - (iii) In the event the Contractor, the laborers and mechanics to 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 designed 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 period that additional time is necessary.
 - (iv) The wage rate (including fringe benefits where appropriate), determined pursuant to subparagraphs (b) (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 the 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; that the Secretary of Labor has found upon 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

- (1) HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally – assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(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 at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, 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 equivalent 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 the commitment to provide such benefits in 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (ii) Each payroll submitted shall be accompanied by "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 in 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 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 3
- (3) The Contractor or subcontractor shall make the records required under subparagraph (d) (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) Apprentices

- (1) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training 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 draft classification shall not be greater than the ratio permitted. 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 or 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 locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of 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 the Bureau of Apprenticeship and Training, or State Apprenticeship Agency recognized by the Bureau, 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 approval 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 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 Administrator shall be paid not less than the applicable wage rate in the wage determination for the classification of work actual 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 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 dispute 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/IHA, HUD the U.S. Department of Labor, or the employees of their representatives.

(i) Certification of eligibility

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

- (1) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3 (a) of the Davis-Bacon Act or 29 CRR 5.12 (a) (1).
- (2) 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 work week in which the individual is employed on such work to work in excess of 40 hours in such work week 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 work week.

- (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 reasonable 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 \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work in excess of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j) (1) of this clause.
- (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 monies 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 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.

CERTIFICATION – RECEIPT

This is to acknowledge receipt of a U.S. Department of Housing and Urban Development packet containing U. S. Labor Standard Provisions concerning project:

SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)

Further, I hereby certify that I have, on this date, read, examined, understood and acknowledge the contents of U.S. Labor Requirements, particularly the provisions contained in Wage Decision No. FL 20220022 that is applicable to the project, except as indicated below:

ITEM

Signature

Please PRINT name

CHECK ONE:

☐ Contractor

☐ Subcontractor

☐ Other _____

NAME & ADDRESS OF FIRM:

TELEPHONE NUMBER:

"General Decision Number: FL20220022 02/25/2022

Superseded General Decision Number: FL20210022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | | | |
|---|--|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | | . Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022. | |
| | | | |

| | | | |
|---|--|--|--|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | | . Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. | |
| | | | |

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

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/14/2022 |
| 2 | 02/25/2022 |

ELEC0349-003 09/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 37.61 | 11.72 |

ENGI0487-004 07/01/2013

| | Rates | Fringes |
|----------------------------|----------|---------|
| OPERATOR: Crane | | |
| All Cranes Over 15 Ton | | |
| Capacity..... | \$ 29.00 | 8.80 |
| Yard Crane, Hydraulic | | |
| Crane, Capacity 15 Ton and | | |
| Under..... | \$ 22.00 | 8.80 |

IRON0272-004 10/01/2021

| | Rates | Fringes |
|----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL AND | | |
| REINFORCING..... | \$ 26.00 | 14.16 |

PAIN0365-004 06/01/2021

| | Rates | Fringes |
|--------------------------|----------|---------|
| PAINTER: Brush Only..... | \$ 20.21 | 12.38 |

SFFL0821-001 12/31/2021

| | Rates | Fringes |
|------------------------|----------|---------|
| SPRINKLER FITTER (Fire | | |
| Sprinklers)..... | \$ 30.63 | 21.09 |

SHEE0032-003 12/01/2013

| Rates | Fringes |
|-------|---------|
|-------|---------|

SHEETMETAL WORKER (HVAC Duct
Installation).....\$ 23.50 12.18

* SUFL2009-059 05/22/2009

Rates Fringes

CARPENTER.....\$ 15.08 5.07

CEMENT MASON/CONCRETE FINISHER...\$ 12.45 ** 0.00

FENCE ERECTOR.....\$ 9.94 ** 0.00

LABORER: Common or General.....\$ 8.62 ** 0.00

LABORER: Pipelayer.....\$ 10.45 ** 0.00

OPERATOR: Backhoe/Excavator.....\$ 16.98 0.00

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....\$ 9.58 ** 0.00

OPERATOR: Pump.....\$ 11.00 ** 0.00

PAINTER: Roller and Spray.....\$ 11.21 ** 0.00

PLUMBER.....\$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....\$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....\$ 8.00 ** 0.15

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

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"

Section 14

**STATEMENT OF BIDDER'S QUALIFICATIONS
AND CONDENSED CURRENT FINANCIAL STATEMENT**

**SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)
NO. KWH-22-IFB-139**

Each contractor bidding on work included in these Contract Documents shall prepare and submit the data in the following schedule of information.

This data must be included in and made a part of each bid document. Failure to comply with this instruction may be regarded as justification for rejecting the contractor's proposal.

*** INDICATES REQUIREMENT TO ATTACH ADDITIONAL SHEETS.**

1. Name of bidder: _____
2. Business address: _____

3. When organized: _____
4. Where incorporated: _____
5. How many years have you been in the contracting business under the present firm name?

6. *Contracts on Hand (Schedule with gross amount of each contract)
7. *General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ☐ YES ☐ NO
 * If yes, where and why?
9. Have you ever defaulted on a contract? ☐ YES ☐ NO
 * If yes, where and why?
10. *Experience in the performance of work similar to work required on this project by listing similar jobs your company has completed.
11. *Background and experience of the principal members of your personnel including the officers.
12. *Financial Statement. (Latest Statement)
13. *Copies of current occupational license and state certification.

Section 15

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of THIRTY (30) calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

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

N/A

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [X] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**NO LONGER APPLICABLE
TO THIS TYPE OF
PROJECT - NOT A
CONTROLLING
PARTICIPANT**

Section 16

General Conditions for Construction Contracts - Public Housing Programs

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

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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. 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.

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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.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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.

2. Contractor's Responsibility for Work

Previous editions are obsolete
Replaces form HUD-5370-A

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, 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

- (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 Schedule

- (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 of the work, and that it has investigated and satisfied itself 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 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 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 and/or 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 Construction

- (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 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 Construction

- (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 **365** 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

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of 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 indirect 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 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 \$ 200.00 [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 Convenience

- (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 \$ 2,000,000.00 [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.

(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.

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

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 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 Acts

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

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

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

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

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

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

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

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

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

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

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

(c) Payrolls and basic records.

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

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

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>

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

- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the

Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Section 17

SECTION 3 BUSINESS

Voluntary Self-Certification Form

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

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

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

INITIAL HERE

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

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Bidders and Respondents Solicitation

Section 3 New Rule Contractor Acknowledgement and Affidavit

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

Company Name: _____ Solicitation #: _____

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

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

- ☐ Total Hours Worked by All Employees (Section 3 and Regular Employees)
- ☐ Total Hours Worked by All Targeted Section 3 Employees (Public Housing, Section 8, and YouthBuild)
- ☐ Total Hours Worked by All Non-Targeted Section 3 Employees (Low Income Persons Residing in the Metropolitan Statistical Area)

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

Signature: _____

Print: _____ Date: _____

STATE OF _____ in _____ COUNTY)

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

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

Notary Public

My Commission Expires _____.

Section 18

SERVICE UPGRADE - SENIOR CITIZEN PLAZA (SCP)

CONTRACT NUMBER: KWAH-22-C-0**

IFB NUMBER: KWAH-22-IFB-139

**CONTRACT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA
AND
(NAME OF CONTRACTOR)**

This Contract, with an effective date of (insert date), 2022, is between the Housing Authority of the City of Key West, Florida, having its principal office at 1400 Kennedy Drive, Key West, Florida 33040 (“**HA**”), and (name of contractor) (“**Contractor**”) whose principal address is (street address, city, state, zip).

Services pursuant to this Contract shall begin once the Notice to Proceed is executed, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this Contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term “herein” is referred to, such refers to this Contract form, the appendices, and all listed attachments.

**ARTICLE I
THE CONTRACT**

This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. Except for titles, subtitles, headings, running headlines, and tables of contents (all of which are included for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract, and are as fully a part of this Contract as if attached hereto or repeated herein:

- a. Invitation for Bids Package;
- b. Contractor’s Bid;
- c. General Conditions for Construction Contracts (form HUD-5370) (included in the Invitation for Bids Package);
- d. Applicable Wage Rate Determinations from the U.S. Department of Labor (included in the Invitation for Bids Package);
- e. Scope of Work and Specifications Related to the Project (included in the Invitation for Bids Package);
- f. Any Special Conditions;
- g. Notice of Award;
- h. Notice to Proceed;
- i. Construction Progress Schedule Form (form HUD-5372)
- j. Schedule of Amounts for Contract Payments Form (form HUD-51000)
- k. Periodic Estimate for Partial Payments (form HUD-51001)
- l. All Formal Changes to Any of the Above Documents;
- m. All Provisions Required by Law to be Included Within this Contract, Whether Actually Included or Not.

ARTICLE II WORK

The Work for this Contract is as follows:

The Contractor shall provide all labor, tools, equipment, and materials necessary to provide a service upgrade to include new electrical service from a Keys Energy pad transformer, new secondary service conductors, new main switchboard, new emergency generator and tank, connection cabinet, new emergency feeders, and a new fire pump controller for a 5-story occupied residential apartment structure located at 1400 Kennedy Drive, Key West, Florida. Contractor will refer to the electrical engineering and structural engineering plans provided in this section of the IFB. Contractor shall provide its own office trailer if one is needed or desired by Contractor. No on-site office facilities will be provided by the Housing Authority.

The Housing Authority will provide the following:

- On-site exterior storage space for materials and office trailer
- Access to on-site public restroom for use by the Contractor and its employees and any of its sub-contractors and their employees
- Temporary electrical power

Contractor shall conduct operations under the Contract in such a manner as to allow, during the performance of the Work, ingress and egress for the tenants and other authorized persons with the HA's cooperation.

The Work shall be conducted efficiently and at the least inconvenience to the residents.

The Contractor shall provide all necessary safety equipment, materials, and personnel to protect the public walks and entrances to buildings and grounds within the Work areas of the Contract so that pedestrians, tenants, and the public are protected at all times.

The Contractor shall protect and be responsible for the existing buildings, facilities, and improvements within the areas of the operations under the Contract. Should any portion of the buildings or areas be damaged due to Work of the Contract, the Contractor shall report the conditions and circumstances to the HA and shall make all necessary repairs and replacements to such damaged Work at its own expense.

The Contractor shall be responsible for any damage or loss incurred because of the work of the Contract to tenant's property or other Work, and shall, at its own expense, replace any material which, in the opinion of the HA, has become damaged to such extent that it cannot be restored to its original condition.

All Work shall be done in a neat clean manner by experienced and capable persons. The Contractor shall keep the premises free of debris and construction materials resulting from the Work. All debris and such materials shall be removed from the premises at the end of each workday. Upon completion of the Work, the Contractor shall assume ownership of all debris resulting from the Work, remove it from the premises, and legally dispose of it, unless otherwise specified.

The Work shall be conducted Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. No Work shall be conducted on weekends or Federal holidays. The Work shall be completed within the time schedule established in the notice to proceed issued by the Contracting Officer. If the Contractor fails to complete the Work within the time period established in the notice to proceed, the Contractor shall pay to the HA as liquidated damages the sum of \$100.00 for each day of delay.

The City of Key West's Building Department will waive all building permit fees related to this project. This waiver of fees does not relieve the awarded Contractor from their responsibility of obtaining and properly displaying building permits as required by the City of Key West Land Development Regulations.

ARTICLE III DEFINITIONS

The following words and terms shall, wherever they appear in this Contract, be construed as follows, unless different meaning is clear from the context:

- a. "Contract Documents" means the items listed (a. through m.) in Article I of this Contract.
- b. "Contract Time" means the amount of time allotted for the Contractor to complete the entire Work after the Date of Commencement.
- c. "Contract Work" means everything expressly or impliedly required to be furnished and done by the Contractor by any one or more of the Contract parts referred to in Article I hereof, except Extra Work, as hereinafter defined.
- d. Whenever in the Contract the word "day" is used, it shall mean calendar day, which is a consecutive 24-hour day running from midnight to midnight.
- e. "HA" means the Housing Authority of the City of Key West, Florida which is a party to this Contract.
- f. "Extra Work" means Work other than that required either expressly or impliedly by this Contract in its form as of the effective date set forth above.
- g. "Final Acceptance" means acceptance of the Work as evidenced by Notice from the HA, and such acceptance shall be issued only after the HA has assured itself by tests, inspection, or otherwise, that all of the provisions of this Contract have been carried out to its satisfaction.
- h. "Notice" means written notice served in compliance with contractual requirements.
- i. "Property" means the Senior Citizen Plaza, located at 1400 Kennedy Drive, Key West, FL 33040.
- j. "Subcontractor" means any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment at the Property.
- k. "Surety" means any person, firm or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of this Contract or the associated Contractor's Payment Bond.
- l. "Work" means materials, workmanship, and manufacture and fabrication of components, and means everything expressly or impliedly required to be furnished and done by the Contractor under this Contract.

ARTICLE IV CONTRACTOR'S OBLIGATIONS

Pursuant to this Contract, the Contractor agrees to provide the specific services detailed herein and shall also be responsible for the following:

Permits/Fees/Licenses: The Contractor shall secure all permits and licenses necessary for the proper execution and completion of the Work.

Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA property pursuant to this Contract.

Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

Compliance with Federal and State Laws: All Work performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable Federal, State, and local laws, regulations, codes, and ordinances.

Insurance Requirements: The complete indemnity requirements are detailed within ARTICLE XIII herein. The Contractor shall maintain the following insurance coverage during the effective term(s) of this Contract:

- Policy of General Liability Insurance, \$2,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
- Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this Contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- Worker's compensation coverage evidencing carrier and coverage amount.

The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term of this Contract shall constitute a material breach thereof.

Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

The Housing Authority of the City of Key West, Florida
Attn: Vanessa Sellers
1400 Kennedy Drive, Key West, FL 33040
OR VIA EMAIL:
sellersv@kwha.org

Licensing: The Contractor shall also provide to the HA a copy of the required local Business License. Failure to maintain this license in a current status during the term of this Contract shall constitute a material breach thereof.

Financial Viability and Regulatory Compliance: The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this Contract.

The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this Contract.

All disclosures made pursuant to this section of this Contract shall be made in writing and submitted to HA within the time periods required herein.

ARTICLE V

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall do all Work and furnish, at its own cost and expense, all labor, materials, equipment, and other facilities as may be necessary and proper for performing and completing the Work under this Contract. The Contractor shall be responsible for the entire Work until completed and until Final Acceptance by the HA.

The Work shall be performed in accordance with the intent and meaning of this Contract as determined by the HA. Unless otherwise expressly provided, the Work shall be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the HA.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the HA. Only adequate and safe procedures, methods, structures, and equipment may be used. The HA's approval or the HA's failure to approve shall not relieve

the Contractor of obligations to accomplish the result intended by this Contract, nor shall such be a basis for Contractor to assert claim or otherwise create a cause of action for damages.

Contractor shall make certain that any tier of subcontractor or any others performing Work pursuant to the direction of the Contractor or one of Contractor's subcontractors or otherwise on-site pursuant to the invitation or direction of Contractor have all required licenses and have insurance in place that meets the minimum insurance requirements of this Contract or are covered by the insurance of Contractor.

HA shall be named as "additional insured" under the Contractor and any subcontractor's Commercial General Liability policy as well as any umbrella policy or excess coverage that is maintained as related to this Project.

Contractor shall implement and use the following HUD forms for this Project:

- a. Construction Progress Schedule Form (HUD-5372)
- b. Schedule of Amounts for Contract Payments Form (HUD-51000)
- c. Periodic Estimate for Partial Payments (HUD-51001)

ARTICLE VI NO ESTOPPEL

The HA shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Contract by any office, agent, or employee of the HA at any time either before or after final completion and acceptance of the Work and payment therefor: (a) from showing the true and correct classification, amount, quality, or character of the Work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the Work or any portion thereof does not in fact conform to the requirements of this Contract, and (b) from demanding and recovering from the Contractor any overpayments made or such damages as it may sustain by reason of Contractor's failure to comply with the requirements of this Contract, or both.

ARTICLE VII NO WAIVER OF RIGHTS

Neither the inspection, nor any order, measurements or certificate of the HA or its employees, officers, or agents, nor by any order of the HA for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the Work by the HA, nor any extension of time, nor any changes in this Contract, Specifications, or Plans, nor possession by the HA or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, namely, in addition to each and every other right, suit, action, or legal proceeding.

The HA shall be entitled to an injunction against any breach of the provisions of this Contract by Contractor.

ARTICLE VIII TIME & CONTRACT SUM

Time is of the essence of this Contract.

The Contractor shall achieve Final Completion of the entire Work no later than **THREE HUNDRED SIXTY-FIVE (365) days** after the Date of Commencement (the "Contract Time"), subject to adjustment of this Contract Time as provided in the Contract Documents.

The Date of Commencement of the Work shall be the day that is three (3) calendar days after the date on which a Notice to Proceed has been issued by the HA for the Work; provided, however, that the HA shall not issue a Notice to Proceed until after the latest of the following dates: (i) the date that this Contract is executed, (ii) the date that the building permits necessary for the commencement of the Work has been issued by the appropriate governmental entities.

Upon issuance of Notice to Proceed by the HA, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as well as secure its full completion in accordance with the requirements of this Contract no later than the date specified therefor, or on the date to which the time for completion may be extended.

The Contract Sum is (spell out dollar amount) AND 00/100 Dollars (\$****.00), subject to additions and deductions by Change Order as provided in the Contract Documents. The HA shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract as provided in the Contract Documents.

ARTICLE IX PROGRESS SCHEDULE

Contractor shall submit a proposed progress schedule to the HA prior to the issuance of Notice to Proceed. The proposed schedule shall be revised if so directed by the HA until finally approved by the HA, and, after such approval, the progress schedule shall be strictly adhered to by the Contractor. The approved progress schedule may be changed only with the written permission of the HA.

If the Contractor shall fail to adhere to the approved progress schedule or the schedule as revised, it shall promptly adopt such other or additional means and methods of construction as may be required to make up for lost time so as to assure completion of the Project in accordance with the Contract Time.

ARTICLE X PERFORMANCE OF WORK

All Work must be performed in compliance with local ordinances and regulations.

Contractor shall confine its equipment, apparatus, storage of materials, supplies, and apparatus of its workmen to the most restrictive of the limits indicated on the plans, by law, ordinances, permits or direction of the HA.

All taxes of any kind and character payable on account of the Work done and materials furnished under this Contract shall be paid by the Contractor and shall be deemed to have been included within Contractor's bid.

ARTICLE XI WARRANTY

The Contractor shall guarantee that all 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 five (5) years from the date of final acceptance of Work, which shall be determined by the Authority at its sole discretion. If the Authority takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of five (5) years from the date that the Authority takes possession.

The Contractor shall remedy, at the Contractor's sole expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's sole expense, any damage to Authority owned or controlled real or personal property when the damage is the result of the Contractor's failure to conform to contract requirements or the result of any defects of equipment, material, workmanship, or design furnished by the Contractor.

ARTICLE XII PAYMENTS

To receive payment for services rendered pursuant to this Contract, the Contractor shall submit a fully completed invoice for Work previously performed to:

The Housing Authority of the City of Key West, Florida
Attn: Vanessa Sellers
1400 Kennedy Drive, Key West, FL 33040
OR VIA EMAIL:
sellersv@kwha.org

At a minimum, the invoice shall detail the following information:

- A unique invoice number;
- The Contractor's name, address, and telephone number;
- Date of invoice and/or billing period;
- Applicable Contract No. **KWHA-22-C-0****;
- Brief description of services rendered, including applicable time frame (may be submitted in the form of a report); and
- Total dollar amount being billed.

The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this Contract.

Final payment will only be made upon acceptance of Work by the HA and after all permits are closed by the Contractor and a notice of termination has been recorded.

ARTICLE XIII NOTICE

Any Notice that is required or contemplated by this Contract to be served upon either the HA or Contractor shall be in writing, addressed to the party using the address located on the first page of this Contract (or to such other address as either party may from time to time designate in writing), and sent by US Certified Mail, Return Receipt Requested, or by other delivery service that includes evidence of delivery. Notice shall be effective as of the date it is delivered to the intended recipient; however, properly addressed Notice that is returned as refused or undeliverable shall be deemed effective as of the date it was sent.

ARTICLE XIV INDEMNIFICATION

The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this Contract, (3) comply with the "Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that any subcontractors abide by the terms of this provision and this Contract.

It is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act, the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

Any money due to the Contractor under and by virtue of this Contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.

The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with this Contract.

ARTICLE XV CONTRACT MODIFICATIONS

Only the Contracting Officer (the Executive Director of the Housing Authority) has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing. The Contracting Officer may modify this Contract unilaterally pursuant to a specific authorization stated in a contract clause or for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Housing Authority address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

ARTICLE XVI PREVAILING WAGES

The Contractor agrees that all Work performed under this Contract will be performed at the prevailing wage as determined by the U.S. Department of Labor, and will perform such bookkeeping and record keeping (including certified payrolls) as required by the Federal Davis-Bacon Act.

ARTICLE XVII HUD SECTION 3 COMPLIANCE

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 USC §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").

The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

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 of the Contract and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. 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 Section 3 Regulations.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.

Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.

ARTICLE XVIII EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, contact the HA's Custodian of Public Records at (305) 296-5621, or via email at sellersv@kwha.org, or at 1400 Kennedy Drive, Key West, FL 33040.

Contractor shall keep and maintain public records required by the HA to perform the Work.

Upon request from the HA's Custodian of Public Records, Contractor shall provide the HA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract if Contractor does not transfer the records to the HA.

Upon completion of this Contract, Contractor shall transfer, at no cost, to the HA, all public records in possession of Contractor or keep and maintain public records required by the HA to perform the Work. If Contractor transfers all public records to the HA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HA, upon request from the HA's Custodian of Public Records, in a format that is compatible with the information technology systems of the HA.

ARTICLE XIX ENERGY EFFICIENCY

The Contractor shall comply with all 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 this Contract is performed.

ARTICLE XX 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.
- (b) 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.

ARTICLE XXI TERMINATION FOR CAUSE AND FOR CONVENIENCE

- (a) The HA may terminate this Contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:
- (1) immediately discontinue all services affected (unless the notice directs otherwise), and
 - (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.

- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract (cause/default), the HA may:
- (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work described in the Notice of Termination;
 - (2) take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and
 - (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the HA to the Contractor. In the event of termination for cause/default, the HA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

ARTICLE XXII WAIVER OF JURY TRIAL

Each of the parties hereto hereby irrevocably waives all right to trial by jury and any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this Contract or the actions of any party hereto in negotiation, administration, performance or enforcement hereof.

ARTICLE XXIII DISPUTE RESOLUTION

This Contract shall be governed by and construed in accordance with the laws and trade tariffs of the State of Florida and those of the United States of America. Venue for any disputes related to or arising from this Contract shall be Monroe County.

No claim whatsoever shall be sustainable by Contractor against any officer, agent, or employee of HA for, or on account of anything allegedly done or omitted in connection with this Contract.

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work, by reason of any act or omission of the HA, its agents, or any persons, Contractor shall, within five days after sustaining such damage, make and deliver to the HA, a written statement of the nature of the damage sustained and of the basis of the claim against HA. On or before the 15th of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the HA an itemized statement of the details and amounts of such claim for damage, including specifically but not limited to, the specific contractual provision(s) that contemplate or authorize the claim. Unless both such statements are made and timely delivered, it is understood that any and all claims for such compensation shall be forfeited and invalid, and the Contractor shall not be entitled to payment on account of such claims.

Any claims for construction defects are subject to the notice and cure provisions of Ch. 558, Florida Statute.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

This Contract constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior negotiations, understandings, and agreements. Any waiver, modification, or

amendment of any provision of this Contract shall be effective only if in writing and signed by the parties hereto.

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

All provisions of any law and any clause required by law to be inserted in this Contract shall be deemed to be included herein by reference, and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion.

The individuals executing this Contract on behalf of the parties warrant that they have the right, power, legal capacity, and appropriate corporate authority to enter into this Contract.

For the purpose of serving Notice and for otherwise communicating on behalf of and having the power to bind Contractor, the Contractor's representative on this Project shall be:

Name: _____

Phone: _____

Email: _____

The HA's Contracting Officer on this Project shall be:

Name: Randy Sterling

Phone: (305) 296-5621

Email: SterlingR@KWHHA.org

IN WITNESS THEREFORE, the parties have set their hands and seal in agreement as of the Effective Date.

THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA

Randy Sterling, Executive Director

Date: _____

(NAME OF CONTRACTOR)

(First and Last Name), (Title)

Date: _____