



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

# REQUEST FOR PROPOSALS

**Item Description: VINCENT BROWN REC CENTER FLOORING**

**Procurement/MinuteTraq #: 43982**

**Date to be opened: 2/26/2024**

**Issuing Department:** Department of Public Property

## **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 11-12) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 13) to the issuing department’s subject matter expert:
  - Name: Ben Lobaugh
  - Title: Capital Improvement Project Manager
  - Email Address: [blobaugh@providenceri.gov](mailto:blobaugh@providenceri.gov)

## **Pre-bid Conference**

There will be a Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 02/05/2024

Time: 10:00 am

Location: Vincent Brown Recreation Center, 438 Hope St, Providence, RI 02903

## **Deadline for questions submissions:**

Questions are due Friday February 16, 2024 by 12pm.



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**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 2/26/2024**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-12) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

**\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")
- Addenda (If Any) - must be acknowledged on Bid Form
- Product information for items submitted as 'or equal' to specified materials
- City of Providence CDBG Program Federal Construction Contract Provisions for Contracts \$10,000 to \$100,000 (Attachment B): provide filled-out forms with bid.
  - Forms must also be provided for each and every subcontractor providing labor on the project.
  - If bid price exceeds \$100,000 utilize the set of forms for contracts over \$100,000 at the end of the document.

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

**\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **ninety (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

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



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**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

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





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**BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), “Business” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_

Position in the “Business” \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): \_\_\_\_\_

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



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**MBE/WBE Participation Plan**

**Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.**

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE			
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>		<b>Date</b>	
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>		<b>Date</b>	

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_

Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_

Project /Item Description (as seen on RFP):  
\_\_\_\_\_  
\_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

<b>MBE/WBE Company Name</b>	<b>Individual's Name</b>	<b>Company Name</b>	<b>Why did you choose not to work with this company?</b>

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor /  
or Duly Authorized Representative

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

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

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

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



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## **BID PACKAGE SPECIFICATIONS**

Please see attached Drawings and Specifications (Attachment A) for the scope of work and contract documents.

### **PROVISIONS OF THIS PROJECT**

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- This project qualifies for prevailing wages per the Davis Bacon Act (HUD). Federal certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available at <https://sam.gov/content/wage-determinations>. Weekly Certified payrolls must be Submitted with Pay Requests Including Monthly Utilization Form
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor's License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
  - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as 'Additionally Insured' with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

### **CLOSE OUT DOCUMENTS**

- Prior to Final Payment the Vendor Shall Provide the Following:
  - Copies of Permits Signed off and Approved (If Any)
  - Operating Manuals and Warranties Shall Be Transferred and/or Delivered
  - Full and Completed As-Built Drawings Shall be Submitted for Approval
  - Training Shall be Provided to City Personnel (If Required)
  - Certification by Manufacturers Representative (If Required)

Questions regarding this bid package shall be submitted via e-mail to **The Providence Purchasing Department** at [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov) and **Ben Lobaugh, Capital Improvement Project Manager** at [blobaugh@providenceri.gov](mailto:blobaugh@providenceri.gov), no later than 12:00pm on Friday, February 16, 2024.

Ben Lobaugh is the project contact and can be reached at 401-680-5548



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## **SUPPLEMENTAL INFORMATION**

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

**All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.**

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Contractor Licenses



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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CITY OF PROVIDENCE, RHODE ISLAND**

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.







VINCENT BROWN  
RECREATIONAL CENTER  
FLOOR REPLACEMENT

Doyle Ave.  
Providence, Rhode Island, 02906



CITY OF PROVIDENCE  
25 Dorrance St. Providence, RI 02903



400 Massachusetts Avenue,  
Suite 300, Second Floor  
East Providence, Rhode Island  
p. (401) 331-9200

2 Hampshire Street,  
Suite 116, First Floor  
Foxboro, Massachusetts  
p. (774) 215-0290  
rowse@rowsearchitects.com

OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE, AND SHALL REMAIN, THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

GENERAL NOTES

- EXISTING CONDITIONS WERE OBTAINED FROM DRAWINGS AND DATA PROVIDED BY THE OWNER AND A/E FIELD SURVEY. NO WARRANTY OF ACTUAL CONDITIONS IS INTENDED BY ARCHITECT OR OWNER. CONTRACTOR TO VERIFY AND COORDINATE ALL EXISTING CONDITIONS WITH NEW WORK PRIOR TO BID, START OF CONSTRUCTION OR ANY FABRICATION.
- CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY INVESTIGATE AND EXAMINE THE AREA OF WORK SO AS TO SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK. CONTRACTOR TO NOTE THE CHARACTER, QUALITY, QUANTITIES OF MATERIALS REQUIRED AND DIFFICULTIES TO BE ENCOUNTERED, THE KIND AND EXTENT OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK AND OTHER ITEMS WHICH MAY, IN ANY WAY, AFFECT THE WORK OR CONTRACTOR'S PERFORMANCE.
- DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- NO EXITS SHALL BE CLOSED WITHOUT THE WRITTEN PERMISSION OF THE OWNER AND LOCAL AUTHORITIES HAVING JURISDICTION.
- THE BUILDINGS WILL BE OCCUPIED DURING ALL OF THE CONSTRUCTION PROCESS. THE CONSTRUCTION SCHEDULE SHALL BE DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING IS OCCUPIED.



Date: JANUARY 12, 2024

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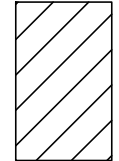
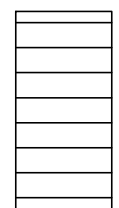
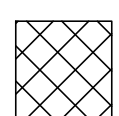

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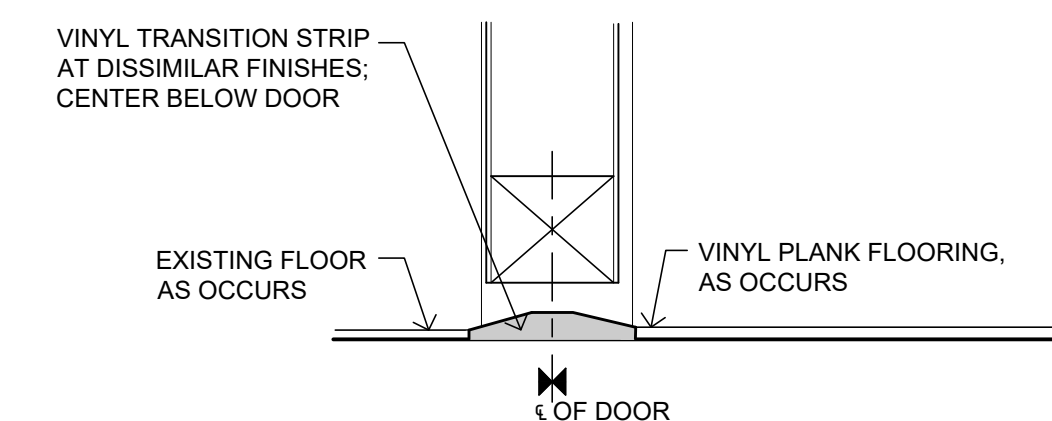
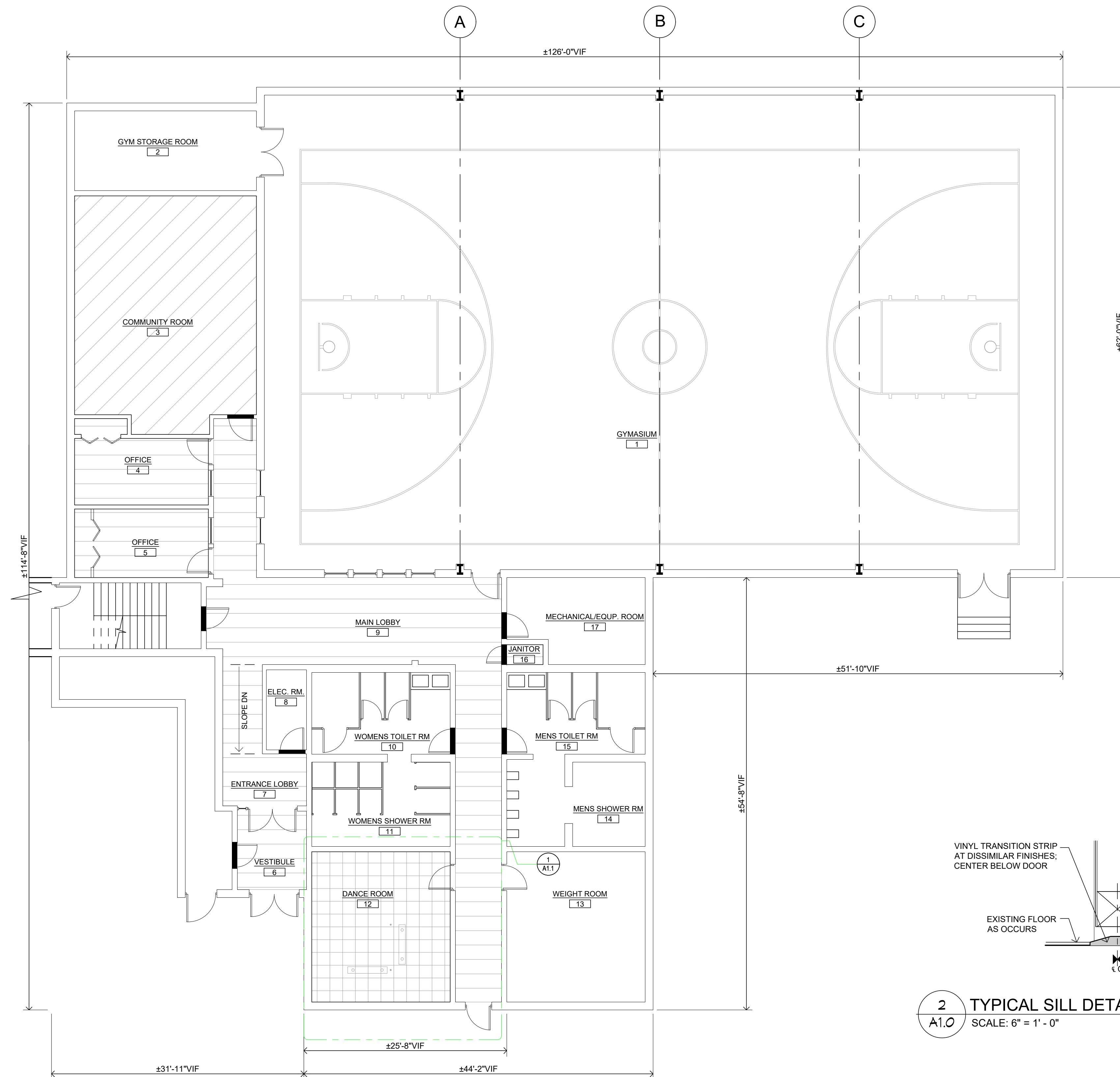
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FLOOR REPLACEMENT  
FLOOR PLANS

A1.0

LEGEND

-  VINYL PLANK FLOORING - TYPE 1  
1/4" VINYL COVE BASE  
SCRAPE & PREP SLAB TO RECEIVE NEW FLOORING
-  VINYL PLANK FLOORING - TYPE 2  
1/4" VINYL COVE BASE  
PROVIDED PATTERN INDICATED  
SCRAPE & PREP SLAB TO RECEIVE NEW FLOORING
-  OWNER SUPPLIED, CONTRACTOR INSTALLED  
RUBBER SHEET FLOORING 1/4" VINYL BASE
-  TRANSITION STRIP



2 TYPICAL SILL DETAIL  
A1.0 SCALE: 6" = 1' - 0"

1 FLOOR PLAN  
A1.0 SCALE: 1/8" = 1' - 0"

VINCENT BROWN  
RECREATIONAL CENTER  
FLOOR REPLACEMENT

Doyle Ave.  
Providence, Rhode Island, 02906



CITY OF PROVIDENCE  
25 Dorrance St, Providence, RI 02903

**RA**  
**ROWSE**  
Architects

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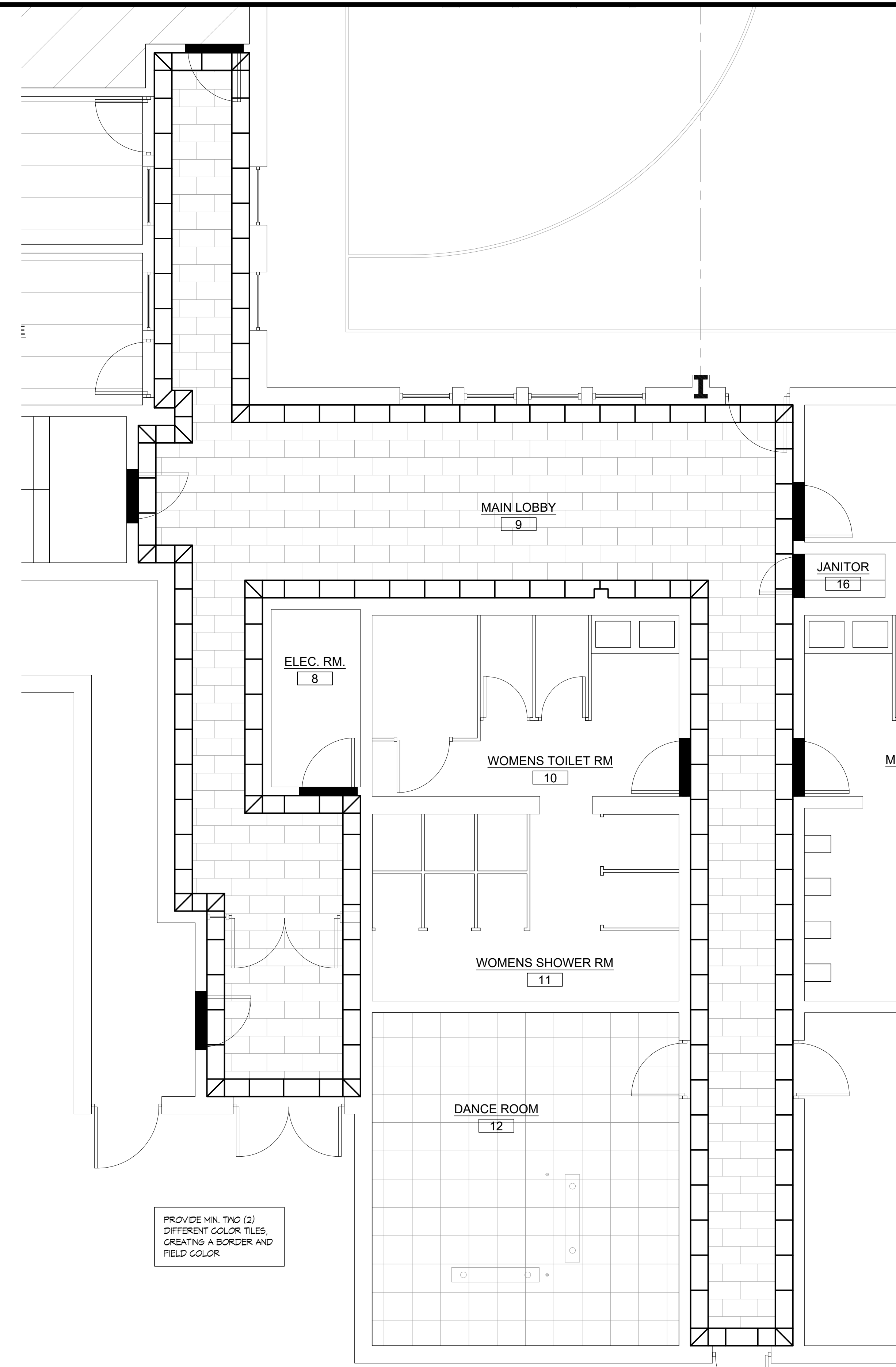
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Revisions

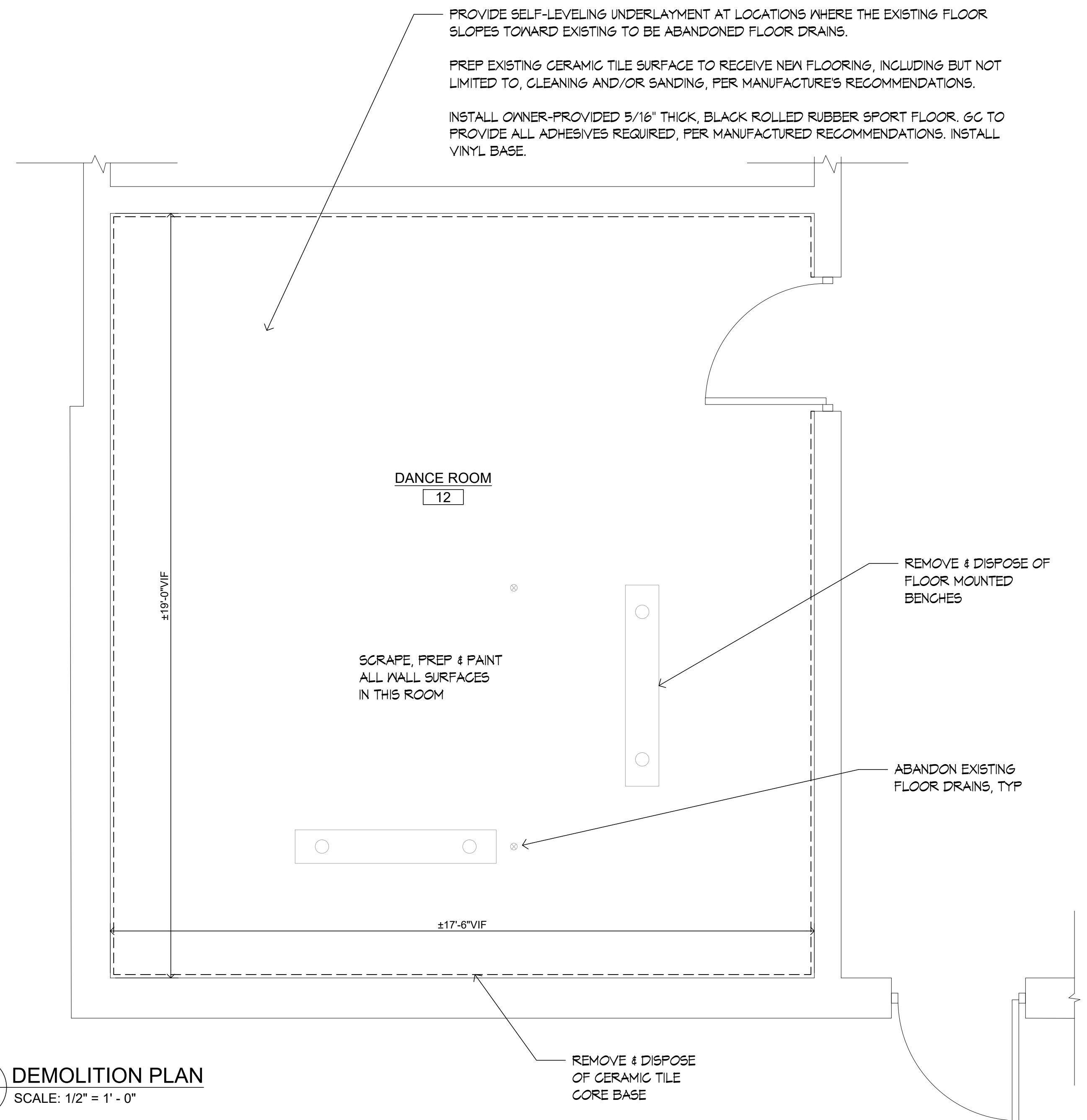
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FLOOR REPLACEMENT  
DEMOLITION PLAN  
AND DETAILS

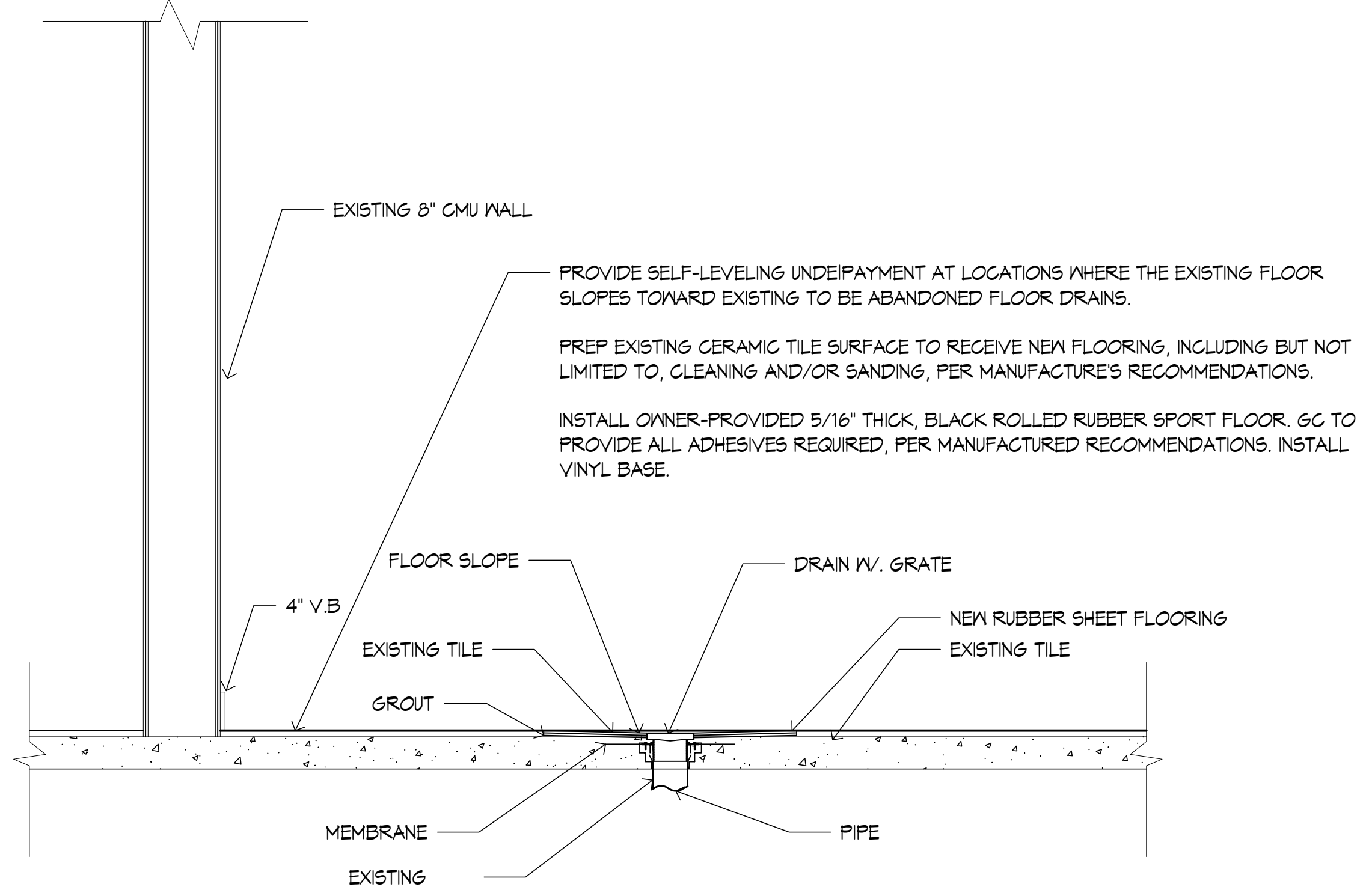
**A1.1**



3 FLOOR PATTERN - VINYL PLANK FLOORING TYP-2  
SCALE: 1/4" = 1' - 0"



1 DEMOLITION PLAN  
A1.1 SCALE: 1/2" = 1' - 0"



2 FLOOR PLAN  
PROPOSED FLOOR REPLACEMENT  
A1.1 SCALE: 1" = 1' - 0"

<u>SECTION NUMBER</u>	<u>TITLE</u>
00 01 10	TABLE OF CONTENTS
	REQUEST FOR PROPOSALS
	INSTRUCTIONS FOR SUBMISSION
	BID PACKAGE CHECKLIST
	NOTICE TO VENDERS
	BID TERMS
	BID FORM – 1- BIDDERS BLANK
	BID FORM – 2 – CERTIFICATION OF BIDDER
	BID FORM – 3 – CERTIFICATE REGARDING PUBLIC RECORDS
	BID FORM – 4 – AFFIDAVIT OF CITY VENDOR
	WBE/MBE FORM INSTRUCTIONS
	MBE/WBE PARTICIPATION AFFIDAVIT
	SUBCONTRACTOR DISCLOSURE FORM
	MBE/WBE WAIVER REQUEST FORM
	BID PACKAGE SPECIFICATION
	SUPPLEMENTAL INFORMATION
	CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS
	CITY OF PROVIDENCE CDBG PROGRAM
	DEPT. OF PLANNING & DEVELOPMENT – PRIME CONTRACTOR
	CERTIFICATION OF CONTRACTOR EQUAL EMPLOYMENT (Prime Contractor)
	CERTIFICATION OF CONTRACTOR SEGREGATED FACILITIES (Prime Contractor)
	CERTIFICATION OF CONTRACTOR EQUAL EMPLOYMENT (Subcontractors)
	CERTIFICATION OF CONTRACTOR SEGREGATED FACILITIES (Subcontractors)
	FEDERAL REQUIREMENTS
	ATTACHMENT “B” WAGE RATES
00 11 17	SCHEDULE OF DRAWINGS
01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 30 00	ADMINISTRATIVE PROVISIONS
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 33 00	SUBMITTALS
01 40 00	QUALITY REQUIREMENTS
01 50 00	TEMPORARY FACILITIES & CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 77 00	CLOSEOUT PROCEDURES
07 26 19	TOPICAL MOISTURE VAPOR MITIGATION SYSTEM
09 65 00	RESILIENT FLOORING
09 91 00	PAINTING

## SECTION 00 11 17 – SCHEDULE OF DRAWINGS

## 1.0 GENERAL

## 1.1 REFERENCE

- A. The drawings hereinafter listed represent an integral part of the contract documents. They should not be considered as a separate entity, as along with the technical specifications, form a process of disseminating information required to perform the work of this project.

## 1.2 SCHEDULE

- A. The following schedule indicates the drawings of this contract. The manner of listing and respective order are for convenience only and do not obligate the Contractor to perform the work in any specific sequence. The work indicated on each drawing should not be construed as specific work for a specific trade, subcontractor or supplier.

- B. Schedule of Drawings:

<u>DRAWING NUMBER</u>	<u>TITLE</u>	<u>SEQUENCE</u>
T1.0	Title Sheet	1 of 3
A1.0	Floor Replacement Floor Plan	2 of 3
A1.1	Floor Replacement Demolition Plan and Details	3 of 3

END OF SECTION 00 11 17

## SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

## A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Owner-furnished products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.
11. Payment Procedures
12. Miscellaneous provisions.

## B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of site.

## 1.3 PROJECT INFORMATION

Project Identification:	Flooring Replacement Vincent Brown Rec Center
Project Locations:	Doyle Avenue Providence, Rhode Island 02906
Owner's Representative:	Mr. Ben Lobaugh Capital Improvement Project Manager Telephone (401) 680-5548
Architect: Project Manager:	Mr. Edward Rowse Rowse Architects, Inc., 400 Massasoit Avenue, Suite 300, 2 <sup>nd</sup> Floor Providence, Rhode Island 02914 Telephone: (401) 331-9200



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#### 1.4 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.

#### 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises of in general the prepping of the existing concrete floor to receive new vinyl tile flooring and new vinyl base as shown on drawings and specified. The existing vinyl base shall carefully be removed so as to not damage the paper facing of gypsum board walls. The work shall also includes the removing of the ceramic tile base in Dance Room Number 12, flash patching the ceramic tile floor and the installation of owner supplied mat flooring. The mat flooring is on site in a roll in the building.
- B. The contractor must provide all material, labor, tools, supplies, equipment, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the contract documents.
- C. The selected Contractor shall be responsible for pre-ordering and storing all new interior materials and equipment prior to the start of construction. The contractor shall include in their bid all costs associated with the storage of all material and equipment in a secure off-site facility and the delivery of the material and equipment to the site when the project is ready to receive the material and equipment to be installed in the existing building.
- D. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

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## 1.6 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

## 1.7 ACCESS TO SITE

- A. General: The Contractor shall have full use, except as indicated in subparagraph 1 below, of Project site for flooring operations during construction period. Contractor's use of Project site is limited by Owner's right to perform work or to retain other contractors on portions of Project.
1. Driveways, Walkways and Entrances: Keep driveways, parking areas, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times.
- a. Coordinate closure, use and construction in this area with the Owner. The Owner requires a minimum of 7 days notification of Contractor's intent to close off any driveways. Alternative entrance to the facility's parking area shall be provided by the Contractor.
  - b. Contractor shall indicate on construction schedule proposed closure, use and construction dates / times in this area.
  - c. Do not use these areas for construction access, parking or storage of materials.
  - d. Schedule closures, construction, deliveries, etc. to minimize use of driveway and entrance by construction operations.
  - e. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - f. Owner's use of driveways and parking areas has priority over construction schedule and contractor's use.

## 1.8 COORDINATION WITH OCCUPANTS

- A. Adjacent Properties: The adjacent YMCA will occupy the premises during entire construction period. Cooperate with YMCA during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing roadways, parking lot access and building exits. Building egress must be maintained at all times.

## 1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to working hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated.
1. Weekend and Overtime Hours: Shall be as approved by the Owner and Architect. This is not to limit the hours the contractor can perform work, but to only allow the



- Owner and Architect to have personnel available (in person or by phone) for questions or other issues.
2. Early Morning or Evening Hours: Shall be as regulated by authorities having jurisdiction for restrictions on noisy work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than four days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner or others.
1. Notify Owner not less than four days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco or controlled substances on Project site is not permitted.

#### 1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

#### 1.11 CODES, RULES AND REGULATIONS

- A. All work is to be in accordance with the latest requirements of:

---

1. Federal, State and Municipal Laws

1.12 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.13 JOB SAFETY AND ACCIDENT PREVENTION

- A. All construction work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with local or State occupational safety and health regulations enforced by an agency of the locality or State under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)
- B. All contractors and subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this contract and hold the Owner and Architect and/or their agents harmless from any claim or loss that may result from violations of or claims under this act.
- C. See the General Conditions for further requirements.

1.14 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than 15 days from date of notice to proceed.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide subschedules showing values coordinated with each phase of payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items labor and materials.
  3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
  8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.15 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- 
- B. Payment Application Times: Submit Application for Payment to Architect by the 23rd of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Schedule of unit prices.
  5. Submittal schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  10. Initial progress report.
  11. Report of preconstruction conference.
  12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707-1994, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.

#### 1.16 MISCELLANEOUS PROVISIONS

##### A. SUPERINTENDENCE OF SUBCONTRACTORS

1. The contractor must supervise subcontractors in accordance with the provisions of General Conditions. A project superintendent shall be on site whenever any work is being performed. Superintendent shall be an employee of the Contractor.
2. Project superintendent shall be acceptable to the Owner and Architect. Submit superintendent's qualifications for review and acceptance within two days of the notice of award or notice to proceed whichever is first.

##### B. COORDINATION

1. Prior to commencement of subcontract work, a designated representative of each subcontractor shall meet with project superintendent, Owner and Architect at the site to discuss requirements and scope of Work.
2. The Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the Owner.

##### C. BEHAVIOR OF PERSONNEL

1. If in the opinion of the Owner or Architect, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, said employee may be required to leave property and may be refused re-admittance.

##### D. SUBSTITUTIONS

1. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Architect to his satisfaction.

2. See Section 01 60 00 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

E. DRAWINGS AND SPECIFICATIONS

1. All work drawn on Plans and not specified or all work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract:
  2. ".....by Owner".
  3. ".....NIC (Not In Contract)".
  4. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in or amount contract documents or there is doubt as to their meaning, Architect is to be notified at the earliest possible date. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions, which addendum will become part of the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.
  5. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.
  6. If duplication is shown on drawings and/or specifications of work by more than one trade, Architect shall determine which trade shall do work and rebate shall be due from the other trades to Owner.
  7. Drawings DO NOT include any necessary components for construction safety.
  8. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
  9. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
  10. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless are specifically indicated as existing to remain.

F. EXISTING PLANT MATERIAL

All disturbed lawns and planting beds shall be repaired by the contractor to their original condition at the start of the project with the cost being included within their base bid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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**SECTION 01 21 00 - ALLOWANCES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. SUMMARY
- C. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- D. Types of allowances include the following:
  - 1. Lump-sum allowances
- E. Related Sections include the following:
  - 1. See general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
  - 3. Divisions 2 through 33 Sections for items of Work covered by allowances.

**1.2 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

**1.3 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.4 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

### 1.5 LUMP-SUM ALLOWANCES

- A. Unless noted otherwise below, allowance shall include cost to Contractor of specific products and materials selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless noted otherwise below, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. At Project closeout, credit unused amounts remaining in the allowances to Owner by Change Order.

### 1.6 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. One (1) – CONTINGENCY: The Contractor shall include within the Base Bid the sum of **TEN THOUSAND DOLLARS (\$10,000)**, for unknown or added work items. Funds will be drawn from allowance only by Change Order. At the close-out of Contract, funds remaining in allowances will be credited to Owner by Change Order.

END OF SECTION 01 21 00



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**SECTION 01 30 00 – ADMINISTRATIVE PROVISIONS****PART 1 - GENERAL****1.00 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.01 REQUIREMENTS INCLUDED**

- A. Title of Work, and type of Contract.
- B. Contractor Use of Premises.
- C. Field Engineering.
- E. Reference Standards.
- F. Cutting and Patching
  - 1. Requirements and limitations for cutting and patching of Work.
- G. Supervision
- H. Miscellaneous Administrative Items

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract comprises of all labor, supervision, materials, equipment, and services required to complete the work as described on the drawings, as specified in the project manual, and as may be required by the existing conditions. The scope of work is described in section 01 10 00 Summary.
- B. The contractor must provide all material, labor, tools, plants, supplies, equipment, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the contract documents.

**1.03 CONTRACT METHOD**

- A. Construction of the Work under single lump sum contract.
- B. Items noted "NIC" (Not In Contract) and other items as indicated will be furnished and installed by Owner.

**1.04 CONTRACTOR USE OF PREMISES**

- A. Limit use of premises for Work and for construction operations, to allow for work by Owner's employees.
- B. Limit access to site and work areas as directed by the Owner.

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#### 1.05 JOB SAFETY AND ACCIDENT PREVENTION

- A. All construction work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with local or State occupational safety and health regulations enforced by an agency of the locality or State under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).
  - 1. All contractors and subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this contract and hold the Owner and Architect and/or their agents harmless from any claim or loss that may result from violations of or claims under this act.
- B. See the General Conditions for further requirements.

#### 1.06 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of date of Contract Documents when there are no bids, except when a specific date is specified. If governing codes reference standard date then code reference date shall be in effect.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

#### 1.07 CUTTING AND PATCHING

- A. Submit written request in advance of cutting or alteration, which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

#### 1.08 EXISTING UTILITIES AND STRUCTURES

- A. Contractor shall be responsible for injury or damages to any utility, mechanical equipment, electrical wiring and conduits, PA and Security Systems, buildings and other structures that may be met within the prosecution of the work. Contractor shall be liable for any damages to items resulting from work of this Contract. To include injury or damages caused by Subcontractors, sub-subcontractors and material manufacturers.
- C. All existing utilities are NOT indicated on the drawings. Contractor to use caution during construction.

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### 1.09 MANUFACTURER'S DIRECTIONS

- A. It is intended that manufactured articles, materials, and equipment be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's printed directions unless specifically specified to contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Architect in writing. Contractor shall not proceed with work until Architect has reviewed the conflicting data and provide the Contractor with a decision on which specification to follow.

### 1.10 GENERAL SPECIFICATION NOTE

- A. The paragraph entitled "WORK INCLUDED" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.
- B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all-inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.

## PART 2 PRODUCTS

### 2.01 MATERIALS (CUTTING & PATCHING)

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01 60 00.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

### 3.02 PREPARATION

- A. Provide all required temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas, which may be exposed by uncovering work.

### 3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching and fill to complete work.
- B. Fit products together, to integrate with other work.
- C. Uncover work to install ill-timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing.
- F. Provide openings in the Work for penetration of mechanical and electrical work.

#### 3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Cut rigid materials using saws or if approved by Owner, acetylene torches.
- C. Restore work with new Products in accordance with requirements of Contract Documents.
- D. Fit work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- E. Refinish all surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION 01 30 00

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**SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

**1.3 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

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## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Frivolous RFIs: RFIs generated by the contractor because of his failure to adequately study and compare the Contract Documents, or coordinating their own work, shall be considered frivolous. The contractor shall pay all A/E and owner costs associated with responding to these RFIs.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.

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10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: AIA Document G716 or another form that in the sole opinion of the Architect is acceptable.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days plus seven days for consultants for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Frivolous, incomplete or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

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## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.



1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for delivery of material samples, attic stock, and spare parts.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- D. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.

- 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- 1.8 Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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**SECTION 01 33 00 - SUBMITTALS****PART 1 - GENERAL****1.0 GENERAL REFERENCE**

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

**1.1 SECTION INCLUDES**

- A. Submittal procedures.
- B. Construction schedules.
- C. Proposed Products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.
- I. Schedule of Values.
- J. Progress Reports
- K. Construction Cost Estimate

**1.2 RELATED SECTIONS**

- A. Section 01 40 00 - Quality Requirements: Manufacturers' field services and reports.
- B. Section 01 77 00 – CloseOut Procedures: Contract Close-Out submittals.

**1.3 GENERAL SUBMITTAL PROCEDURES**

- A. Schedule of Submittals
  - 1. No later than 30 days after receiving a notice to proceed, but prior to commencement of any work, the contractor must submit to the Architect, in duplicate, a schedule listing all items that must be furnished for review and approval by the PHA.
- B. Transmit each submittal with AIA Form G810 or Architect accepted form.
- C. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- D. Contractor Review:
  - 1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents. CONTRACTOR'S FAILURE TO REVIEW AND APPROVE SUBMITTALS PRIOR TO SUBMISSION TO THE ARCHITECT WILL BE REASON FOR ARCHITECT'S REJECTION OF SUBMITTAL.
  - 2. Coordinate submittals with requirements of Work and of Contract Documents.
  - 3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address.

1. Transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work or work of other contracts. Failure to do so will not justify an extension in contract time.
    - a. Submittals received by Architect after 1:00 P.M. will be dated received the next business day.
  2. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
    - a. Finishes which involve Architect/PHA selection of colors, textures, or patterns. These items will not be selected separately. No colors will be selected until colors for ALL materials have been submitted to Architect.
    - b. Associated items which require correlation for efficient function or for installation.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor, Architect and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal. Failure to do so will be reason to reject submittal.
- I. Distribute copies of reviewed submittals to concerned parties.
- 1.4 CONSTRUCTION SCHEDULES
- A. The contractor is responsible for the scheduling of construction and must prepare a scheduling and charting system described below. This schedule is to ensure adequate planning and execution of the work by the contractor and to assist the PHA and Architect in appraising the reasonableness of the schedule and evaluating work progress. Contractor shall prepare a separate schedule for each of the project sites.
- B. General Requirements of Schedule
1. Submit initial schedule in duplicate within 10 days after date of PHA-Contractor Agreement for Architect review.
  2. Revise, update and resubmit 3 copies with monthly requisition.
- C. Format
1. Horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
  2. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by PHA and under Allowances.
  3. Provide legend for symbols and abbreviations used.
  4. Major milestones must be indicated on the schedule, such as the Notice to Proceed date, 50 percent completion, substantial completion for liquidated damages purposes, and project completion. In addition, the schedule must indicate when utility connections are to be made, permits to be obtained, and all other internal or external activities that affect the work flow (including all activities of the PHA that affect progress and contract-required dates to be completed).
  5. Indicate start and completion date for each apartment.
- D. Coordinate contents with Schedule of Values.
- E. Participate in joint review and evaluation of schedule with Architect.
- F. After review, revise as necessary as result of review, and resubmit 6 copies within 5 days.

G. Contractor shall prepare a CPM schedule for work in a typical apartment. Schedule shall indicate start and completion times of all work being performed. Schedule shall be submitted to Architect and be approved prior to start of any work in individual apartments.

H. See General Conditions for additional requirements.

#### 1.5 PROPOSED PRODUCTS LIST

A. Within 5 days after date of PHA-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product.

B. Architect will reply, in writing, within 15 days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

#### 1.6 SHOP DRAWINGS

A. Submittal of shop drawings and related data must conform to the requirements of the general contract clauses and as specified in this section. The contractor must make any corrections required by the Architect. If the contractor considered any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice must be given to the Architect. The approval of the drawings by the Architect must not be construed as a complete check but indicates only that the general method of construction and detailing is satisfactory. Approval of the shop drawings does not relieve the contractor of the responsibility for any error that may exist because the contractor is responsible for the dimensions and design of adequate connections and details and satisfactory construction of all work.

1. Sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect, in writing, at time of submittal, of any deviations from requirements of Contract Documents. Failure to do so will be reason for rejection of submittal or work in place.

B. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.

C. Identify field dimensions; show relation to adjacent or critical features or Work or products.

D. Minimum Sheet Size: Multiples of 8-1/2 x 11 inches.

E. Number and type of copies as follows:

1. Submit reproducible transparency.
2. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect.
3. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 017700 - Contract Close-Out Procedures.

#### 1.7 PRODUCT DATA

A. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Architect.

B. Mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities, wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. Supplement manufacturer's standard data to provide information unique to this Project.
- E. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 017700 - Contract Close-Out Procedures.

#### 1.8 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors and in custom colors selected, textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples, minimum of two, specified in individual specification Sections; two of which will be retained by Architect.

#### 1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents. Perform no work until conflict has been satisfactorily resolved.

#### 1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data. The contractor must review all certificates before submissions are made to the Architect to ensure compliance with the contract specification requirements and to ensure that the affidavit is properly executed prior to submission to the contracting officer. Certification must not be construed as relieving the contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

#### 1.11 CLOSEOUT SUBMITTALS

- A. Closeout Submittals: Refer to individual work sections and to "closeout" section for specific requirements on submittal of closeout information, materials, tools and similar items.
  - 1. Record Document Copies: Furnish two (2) sets.
  - 2. Maintenance/Operating Manuals: Furnish six (6) copies.
  - 3. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

- B. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, and others as necessary for proper performance of the work.

#### 1.12 SCHEDULE OF VALUES

A. Requirements included:

1. Contractor shall submit to the Architect a schedule of values allocated to the various portions of the work, within twenty days after the award of contract.
2. Upon request of the Architect, support the values with data which will substantiate their correctness.
3. Within two weeks of the award of contract submit a projected monthly cash flow schedule.

B. Form and Content of Schedule of Values

1. Per General Conditions.
2. Schedule shall list the installed value of the component parts, by phase, of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
3. Follow the table of contents of this project manual as the format for listing component items.
  - a. Identify each line item with the number and title of the respective major section of the specifications.
4. For each major line item list sub-values of major products or operations under the item.
  - a. List all items that have a value of \$5,000 or more break out labor and material cost.
  - b. For items on which progress payments will be requested for stored materials, break down the value into:
    1. The cost of the materials, delivered and unloaded.
    2. The total installed value.
5. The sum of all values listed in the schedule shall equal the total contract sum.
6. Breakdown schedule of values by building.

#### 1.13 REPORTS

- A. Furnish statement each week, in a form approved by the Architect, stating conditions, general progress of work, percentage of each kind of work that has been finished, general progress of work that is being executed away from the site, and approximate date when such work will be furnished and delivered.

#### PART 2 PRODUCTS

//////Not Used\\\\\\

PART 3 EXECUTION

3.1 GENERAL

- A. Failure of Contractor to follow submittal requirements specified herein will serve as reason to reject the submittal, material, product or work in place.
- B. Performing any work, ordering or furnishing materials/products prior to review will serve as justification to reject and refusal to make payment of same.

END OF SECTION 01 33 00



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## SECTION 01 40 00 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. The contractor is responsible for the overall quality of all its own work and the work performed by the subcontractors working under this contract. The quality of any part of the work installed must not be less than that required by the contract documents. If the Architect or Owner determines that the quality of work does not conform to the applicable specifications and drawings, the contractor will be advised in writing of the areas of nonconformance and within 24 hours the contractor must correct the deficiencies and advise the Architect and Owner in writing of the corrective action taken.
- D. Related Sections include the following:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction. If individual specification sections require a higher minimum experience requirement that requirement shall supersede this subparagraph.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

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## 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
1. Indicate manufacturer and model number of individual components.
  2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by applicable building code, authorities having jurisdiction or the contract documents submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Entity responsible for performing tests and inspections.
  3. Description of test and inspection.
  4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.
  7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

G. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
  - a. Provide test specimens representative of proposed products and construction.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
  - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.8 QUALITY CONTROL

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections per the requirements of Chapter 17 of the Rhode Island State Building Code as the responsibility of the Owner as indicated in the Statement of Special Inspections attached to this Section and as follows:
  1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
- C. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- D. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
1. All costs associated with retesting shall be the responsibility of the Contractor.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with Owner's special inspector, testing agency and other agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

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**SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

**1.3 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities and construction shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups and staging areas.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

**1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service if needed. Install service to comply with NFPA 70.



- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility if needed before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
1. Store combustible materials apart from building.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: If required to perform construction, install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- I. Telephone Service: Provide temporary telephone and fax service in common-use facilities for use by all construction personnel. Install two telephone line(s) for each field office.
1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.

- d. Contractor's emergency after-hours telephone number.
  - e. Architect's office.
  - f. Engineers' offices.
  - g. Owner's office.
  - h. Principal subcontractors' field and home offices.
2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

#### A. General: Comply with the following:

1. Provide construction for temporary offices and storage sheds, if required, located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

#### B. Temporary Use of Paved Areas:

1. Protect existing site including curbs, pavement, and utilities at all times.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

#### C. Parking: Onsite parking is available. Contractor shall coordinate with PHA the use of temporary parking areas for construction personnel.

#### D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project and the adjacent buildings.
  - a. Provide temporary, directional signs for adjacent building occupants, construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

#### E. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

#### F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
2. Temporary Elevator Use: The possible use of building elevators shall be coordinated with the PHA.
3. Do not load elevators beyond their rated weight capacity.
4. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become

damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

- G. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- H. Hoisting Facilities
  - 1. Provide hoisting facilities as required for the vertical movement of all materials.
  - 2. Comply with OSHA for all hoists, conveyers, and elevators and maintain the facilities in compliance with the law.
- I. Scaffolding and Staging
  - 1. Contractor shall furnish erect and maintain exterior staging, scaffolding and protections of public walkways for use during construction of building. Each subcontractor shall furnish, erect and maintain staging and scaffolding required in work under his subcontract. Staging shall conform to federal, state, and local requirements. On completion of his work, each subcontractor shall dismantle and remove his staging and scaffolding.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as required by authorities having jurisdiction.
- I. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
  - 1. Construct covered walkways using scaffold or shoring framing.
  - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Maintain appearance of walkway for duration of the Work.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise the use of combustion-type temporary heating units and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Repair or replace street paving, curbs, and sidewalks, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

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## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; comparable products and substitutions.
- B. Related Requirements:
  - 1. Division 01 for applicable industry standards for products specified.

#### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.
- C. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Substitution Request Form: Use CSI Form 13.1A or another form that is acceptable to the Architect.
  2. Form shall be sent to Architect in both hardcopy and electronic file form so that Architect may respond back to Contractor electronically.
  3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.



- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## 1.8 SUBSTITUTIONS

- A. Limitations on substitutions:
  1. During Bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Section.
  2. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
  3. Substitute products shall not be ordered or installed without written acceptance.
  4. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
  5. Architect has sole right of determination of acceptability of substitutions.
  6. A contractor or subcontractor who carries the cost of a substitute in his bid without prior review by the Architect, does so at his own risk. The Owner is no way obligated to review nor allow that a speculative substitution be furnished.

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**PART 2 - PRODUCTS****2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

## 2.3 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Requested substitution provides sustainable design characteristics that specified product provided.
  - c. Substitution request is fully documented and properly submitted.
  - d. Requested substitution will not adversely affect Contractor's construction schedule.
  - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - f. Requested substitution is compatible with other portions of the Work.
  - g. Requested substitution has been coordinated with other portions of the Work.
  - h. Requested substitution provides specified warranty.
  - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Requested substitution provides sustainable design characteristics that specified product provided.
  - e. Substitution request is fully documented and properly submitted.
  - f. Requested substitution will not adversely affect Contractor's construction schedule.
  - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - h. Requested substitution is compatible with other portions of the Work.
  - i. Requested substitution has been coordinated with other portions of the Work.
  - j. Requested substitution provides specified warranty.
  - k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

#### 2.4 MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require installation of work to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Owner's Representative. Maintain one copy of the instructions at the job site until project completion.
- B. Should project conditions, drawings or specification requirements conflict with manufacturer's instructions the Contractor shall advise the Architect for further instructions, prior to commencement of the work.
- C. Perform all work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure. If there are any conflicts with the contract documents notify the Architect prior to proceeding with the work.

#### PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Division 01 Section "Temporary Facilities and Controls"
  - 2. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

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## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Perform preventive maintenance on equipment used prior to Substantial Completion.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  5. Complete final cleaning requirements, including touchup painting.
  6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 14 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

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## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 7 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.
    - b. PDF electronic file. This file is for record purposes.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.



1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### 1.10 RE-INSPECTION FEES

A. Should Architect perform re-inspections due to failure of the work to comply with the claims or status of completion made by the Contractor:

1. Owner will compensate the Architect for such additional services.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- h. Remove labels that are not permanent.
- i. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- j. Leave Project clean and ready for occupancy.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

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**SECTION 07 26 19 – TOPICAL MOISTURE VAPOR MITIGATION SYSTEM****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, and other related construction documents such as Division 01, Division 03, and Division 09 specifications that apply to this Section.

**1.2 SUMMARY**

- A. This Section includes a single-coat, fast-curing, 100% solids epoxy resin moisture management system formulated to suppress excessive moisture vapor emissions in existing concrete slab on grade conditions prior to installing new flooring products the below referenced topical moisture vapor mitigation system.
- B. Related Sections include the following:
  - 1. Section 09 65 00, Resilient Flooring

**1.3 REFERENCES**

- A. ASTM F2170 - Relative Humidity in Concrete Floor Slabs Using in situ Probes
- B. ASTM F1869 - Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
- C. ASTM 710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- D. ASTM C1583 - Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension
- E. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials
- F. ASTM D1308 - Chemical Resistance of Finishes.

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#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used. Include manufacturer's Material Safety Data Sheets.
- B. Qualification Data: For Installer

#### 1.5 QUALITY ASSURANCE

- A. Installation of the topical moisture vapor mitigation system products must be completed by a certified applicator, using mixing equipment and tools approved by the manufacturer.
- B. Manufacturer Experience: Provide products of this section by companies which have successfully specialized in production of this type of work for not less than 5 years. Contact Manufacturer Representative prior to installation.

#### 1.6 WARRANTY

- A. Certified applicator must file a pre-installation checklist with the flooring manufacturers and receive written confirmation of the approval to proceed in order to obtain Warranty.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in original packaging, labeled with product identification, manufacturer, batch number and shelf life.
- B. Store products in a dry area with temperature maintained between 50° and 85° F (10° and 29° C) and Protect from direct sunlight.
- C. Handle products in accordance with manufacturer's printed recommendations.

#### 1.8 PROJECT CONDITIONS

- A. Do not install material below 50° F (10° C) surface and air temperatures. These temperatures must also be maintained during and for 48 hours after the installation of products included in this section. Install quickly if substrate is warm and follow warm weather instructions available from the manufacturer.

### PART 2 - PRODUCTS

#### 2.1 TOPICAL MOISTURE VAPOR EMISSION SYSTEM (MVM)

- A. Manufacturer: Basis of Design: CMP, LOCKDOWN, two component, 100% solids, Vapor Suppression System Standalone Coating, Broadcast Primer and Crack Repair. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance requirements established by the specified product..
  - 1. Product Specifics:

- a. Vapor Reduction: 100% RH per ASTM F2170 and unlimited MVER: 300 Square Feet per 2.5 gallon kit minimum film thickness: 14 mils
- b. Application Temperature Range: 40 – 90 Degree Fahrenheit
- c. Pot Life: 25 – 30 minutes
- d. Ready Time: (70 Degree Fahrenheit 50% RH) Receive CMP's leveling compounds: After 12 hours up to 36 hours. Adhesive rated for non-porous substrates: 16 hours
- e. ASTM E96 (Permeability): <0.06 perms
- f. Volatile Organic Compounds: 0 g/L (calculated & reported, SCAQMD 1113)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

- A. Concrete Subfloors: Prepare substrate in accordance with manufacturer's instructions.
  1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before application.
  2. Mechanical preparation of the surface is required to obtain a minimum ICRI concrete surface profile of 3 (CSP 3). This substrate preparation must be by mechanical means, such as shot blasting. Thoroughly sweep or vacuum to remove all loose materials. The resulting concrete surface must be deemed clean, sound and solid prior to proceeding with the installation.
  3. The concrete must have a minimum tensile strength of at least 150 psi for areas to receive normal foot traffic, and 200 psi for area of heavy commercial traffic when tested in accordance with ASTM C1583. The concrete surface can be damp, but must be free of standing water.
  4. Prior to beginning the installation, measure the relative humidity within the concrete (ASTM F2170). Alternatively, you can also measure the surface relative humidity in accordance with ASTM F2420. For these relative humidity methods, the RH shall not exceed 100%.
    - a. Test several areas for moisture emission using the relative humidity test method in accordance with ASTM F2170 in accordance with the manufacturer's written recommendations.
    - b. If the results are greater than the flooring manufacturer's recommendation, then the specified product cant be used.
- B. Joint Preparation
  1. Moving Joints – honor all expansion and isolation joints up through the moisture mitigation system and underlayment.

2. Saw Cuts and Control Joints – fill all non-moving joints with joint filler, as recommended by the manufacturer.

### 3.2 MOISTURE REMEDIATION INSTALLATION

- A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
- B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.
- C. Mixing: Comply with manufacturer's printed instructions.
- D. Application: Comply with manufacturer's printed instructions.

### 3.3 FIELD QUALITY CONTROL

- A. Comply with manufacturer's printed instructions.

### 3.4 PROTECTION

- A. Prior to the installation of the finish flooring, the surface of the underlayment should be protected from abuse by other trades by the use of plywood, Masonite or other suitable protection course.

END OF SECTION 07 26 19

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## SECTION 096500 - RESILIENT FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Luxury vinyl floor tile.
2. Rubber floor Tile
3. Vinyl base for resilient flooring
4. Vinyl molding accessories.

- B. Related Sections:

1. Section 017419 "Construction Waste Management Plan" for provision of waste management.
2. Section 030510 "Concrete Moisture Vapor Reduction Admixture (MVRA)" for moisture vapor emission control.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of floor tile, resilient base and accessories indicated for color selection.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.
  2. Resilient Wall Base and Molding Accessories: Furnish not less than 12 linear feet for every 500 linear feet or fraction thereof, of each type, color and size of resilient product installed.

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## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by the manufacturer for floor tile installation and seaming method indicated.
1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

## 1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer in spaces to receive floor tile during the following time periods:
1. 48 hours before installation.
  2. During installation.
  3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

## 1.9 OWNER PROVIDED MATERIAL

- A. The existing Dance Room floor shall receive new vibration absorbent rolled flooring provided by the owner. The new flooring is stored in the building and shall be installed by this contractor.

## PART 2 - PRODUCTS

### 2.1 LUXURY VINYL COMPOSITION FLOOR TILE

- A. TYPE 1 - Basis-of-Design Product: Luxury Vinyl composition floor tile materials indicated below shall be as manufactured by Shaw Contract. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance requirements established by the specified products.
1. Style Name: Terrain II 20 Mil
  2. Collection: Terrain II
  3. Style Number: 0454V
  4. Construction: Commercial Luxury Vinyl Tile



5. Wearing Surface: Smooth
6. Finish: EcoGuard
7. Size: 6 inches by 48 inches (15 cm x 122 cm)
8. Thickness: 0.098 in (2.5 mm)
9. Wear Layer Thickness: 20 mil
10. Edge Profile: Squared Edge

B. TYPE 2 - Basis-of-Design Product: Luxury vinyl floor tile materials shall be as manufactured by Mannington Commercial. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance standards established by the specified Product.

1. Style Name: Primary Elements Collection, Bond & Structure – 20mil
2. Tile Standard: ASTM F1700, Class III, Type B
3. Total Thickness: 0.098 inch (2.5 mm).
4. Wear Layer Thickness: 20 mil
5. Wearing Surface: Enhanced Urethane
6. Size: 12"x24"
7. Architect reserves the right to select, allocate, and vary sizes and patterns throughout the building.

C. Fire-Test-Response Characteristics:

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm per ASTM E648.

D. Colors and Patterns: As selected by Architect from full range of industry colors. Architect reserves the right to select, allocate and vary colors and throughout the building including floor patterns with varied colors which will be determined by the Architect at a future time.

## 2.2 VINYL BASE (VB)

A. Basis-of-Design Products: Vinyl base materials are based on products manufactured by Johnsonite. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance standards established by the specified products.

B. Vinyl Base: Traditional Vinyl Base.

C. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).

1. Group: I (solid, homogeneous).
2. Style and Location:
  - a. Topset Cove: Provide in all areas with resilient flooring and other areas as indicated on the Drawings.

D. Minimum Thickness: 0.125 inch (3.2 mm).

E. Height: 4 inches (102 mm)

F. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

G. Outside Corners: Job formed or preformed.

H. Inside Corners: Job formed or preformed.

- I. Colors and Patterns: As selected by Architect from full range of industry colors. Architects reserve the right to select, allocate and vary colors throughout the building which will be determined by the Architect at a future time.

### 2.3 VINYL MOLDING ACCESSORIES

- A. Manufacturers: Vinyl molding accessories shall from the same manufacturer as resilient base materials.
- B. Description: Vinyl carpet edge for glue-down applications, reducer strip for resilient flooring and transition strips.
- C. Profile and Dimensions: As required to accommodate thickness of adjacent materials.
- D. Colors and Patterns: As selected by Architect from full range of industry colors.

### 2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. This Contractor shall be responsible for moving all furniture, refrigerators, desks, tables, chairs, file cabinets etc. in-order to perform the installation of prepping floors and installation of new flooring. The Owner shall be responsible for moving and relocating all computers, wires, loose items on desks etc.

### 3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.

- B. Existing Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
1. Roughen concrete substrates as follows:
    - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup leaving a bare concrete surface having a minimum profile in accordance with manufacturer's requirements as described by the International Concrete Repair Institute.
    - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers or other suitable equipment.
  2. Repair damaged and deteriorated concrete according to flooring manufacturer's written instructions.
  3. Verify that existing concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
    - a. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement or as required by and acceptable to the manufacturer.
  4. Alkalinity and Adhesion Testing: Verify that new and existing concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
  5. Provide verification in writing from the manufacturer that the test results for moisture-vapor emissions, alkalinity and adhesion are acceptable to allow installation of the flooring materials.
- C. Do not install floor tiles until they are the same temperature as the space where they are to be installed.
1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

### 3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
1. Lay tiles square with room axis unless otherwise shown on the Drawings or as directed by the Architect.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
    - a. Form without producing discoloration (whitening) at bends.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
    - a. Miter or cope corners to minimize open joints.

### 3.5 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.

- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

### 3.6 FIELD QUALITY CONTROL

- A. Testing: Engage a qualified testing agency to test electrical resistance of static-control resilient flooring for compliance with requirements.
  - 1. Test the flooring with an ohms meter according to EOS/ESD S7.1, ASTM F150 or NFPA 99 (Figure C). All measurements shall be surface to ground.
  - 2. Arrange for testing after static-control adhesives have fully cured and static-control resilient flooring has stabilized to ambient conditions and after ground connections are completed.

### 3.7 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover floor tile until Substantial Completion.

END OF SECTION 096519

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**SECTION 099100 - PAINTING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes surface preparation and the application of paint systems on exterior and interior substrates including but not limited to the following:
1. Concrete masonry units (CMUs).
  2. Gypsum board.
- B. Paint all exposed surfaces as identified in the contract documents. All demolition work that disturbs existing surfaces shall be patched, sanded, and re-painted as required to return to original condition.
- C. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
1. Prefinished items not to be painted include the following factory-finished components:
    - a. Acoustic materials
    - b. Finished mechanical and electrical equipment. Electrical load center panel covers in finished spaces shall be painted as specified herein regardless of factory finish.
    - c. Light fixtures
    - d. Metal louvers and brick vents
  2. Finished metal surfaces not to be painted include:
    - a. Anodized aluminum
    - b. Stainless steel
    - c. Chromium plate
    - d. Copper
    - e. Bronze
    - f. Brass
    - g. Galvanized lintels and railings.
  3. Operating parts not to be painted include moving parts of operating equipment, such as the following:
    - a. Valve and damper operators.
    - b. Linkages.
    - c. Sensing devices.
- C. Related Requirements:
1. Section 017419 "Construction Waste Management" for provisions of waste management.
  2. Section 055000 "Metal Fabrications" for shop priming metal fabrications.
  3. Section 055100 "Metal Stairs" for shop priming metal pan stairs.

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4. Section 055213 "Pipe and Tube Railings" for shop priming pipe and tube railings.

### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  2. Apply coats on Samples in steps to show each coat required for system.
  3. Label each coat of each Sample.
  4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 1 gal. (3.8 L) of each material and color applied.

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## 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

## 1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## 1.9 WASTE MANAGEMENT AND DISPOSAL

- A. Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are regarded as hazardous products and are subject to regulations for disposal. Obtain information on these controls from applicable Federal, State and Local government departments having jurisdiction.
- B. All waste materials shall be separated and recycled. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility. Materials that cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.
- C. Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.



- D. To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:
1. Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
  2. Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
  3. Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
  4. Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
  5. Empty paint cans are to be dry prior to disposal or recycling (where available).
  6. Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.
- E. Set aside and protect surplus and uncontaminated finish materials not required by the Owner and deliver or arrange collection for verifiable re-use or re-manufacturing.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Products: Paint systems specified in the paint schedules contained at the end of this Section are based on Sherwin-Williams Company products unless noted otherwise. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance standards established by the specified Product. The selection of an alternate manufacturer shall require that all products are obtained from that manufacturer.
- B. Claim of unsuitability of a specified product or products to produce a first class finish may not be made by this Contractor unless such claim is submitted to the Architect, in writing, prior to execution of the Contract.

### 2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base:
1. Flat Paints and Coatings: 50 g/L.
  2. Nonflat Paints and Coatings: 150 g/L.
  3. Dry-Fog Coatings: 400 g/L.
  4. Primers, Sealers, and Undercoaters: 200 g/L.
  5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.

6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Colors: As selected by Architect from manufacturer's full range.

1. Thirty percent of surface area may be painted with deep tones.
2. Architect reserves the right to select, allocate and vary colors on different surfaces throughout the building.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Concrete: 12 percent.
  2. Fiber-Cement Board: 12 percent.
  3. Masonry (Clay and CMUs): 12 percent.
  4. Wood: 15 percent.
  5. Gypsum Board: 12 percent.
  6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Aluminum Substrates: Remove loose surface oxidation.
- I. Wood Substrates:
  1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  2. Sand surfaces that will be exposed to view, and dust off.
  3. Prime edges, ends, faces, undersides, and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- J. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- 
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.
    - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material..
  2. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - h. Other items as directed by Architect.
  3. The inside of all ductwork behind louvers, grilles and diffusers shall be painted flat black for a minimum distance of 18" or beyond sight lines whichever is greater.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

- A. Gypsum Drywall (At all areas unless noted otherwise on this schedule).
- |                              |                                                  |
|------------------------------|--------------------------------------------------|
| Prime Coat:                  | Sherwin-Williams ProMar Zero VOC Interior Latex  |
| MPI #149X-Green, E3          | Primer                                           |
| 1 <sup>st</sup> Finish Coat: | Sherwin-Williams ProMar 200 HP Zero VOC Interior |
| MPI #144X-Green, E3          | Acrylic Eg-Shel.                                 |
| 2 <sup>nd</sup> Finish Coat: | Sherwin-Williams ProMar 200 HP Zero VOC Interior |
| MPI #144X-Green, E3          | Acrylic Eg-Shel                                  |
- B. CMU
- |                              |                                                  |
|------------------------------|--------------------------------------------------|
| Block Filler:                | Sherwin-Williams Pro Industrial Heavy Duty Block |
| MPI #4X, E3                  | Filler                                           |
| 1 <sup>st</sup> Finish Coat: | Sherwin-Williams ProMar 200 HP Zero VOC Interior |
| MPI #145X, E3                | Acrylic Eg-Shel.                                 |
| 2 <sup>nd</sup> Finish Coat: | Sherwin-Williams ProMar 200 HP Zero VOC Interior |
| MPI #145X, E3                | Acrylic Eg-Shel                                  |

END OF SECTION 099100



**City of Providence**  
**Community Development Block Grant Program**  
**FEDERAL CONSTRUCTION CONTRACT PROVISIONS**  
**FOR CONTRACTS \$10,000 to \$100,000**



***Building Vibrant Neighborhoods***

**Department of Planning & Development**  
**Division of Housing and Community Development**  
**444 Westminister Street, Suite 3A**  
**Providence, Rhode Island 02903**  
**(401) 680-8400**



DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

**INFORMATION FOR BIDDERS  
PLEASE READ CAREFULLY!**



**FOR YOUR BID TO BE CONSIDERED RESPONSIVE  
YOU MUST COMPLETE THE FOLLOWING CERTIFICATIONS:**

**For Contracts Between \$10,000 and \$100,000**

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
3. MBE/WBE FORMS

**Additional certifications by subcontractors prior to the start of work date**

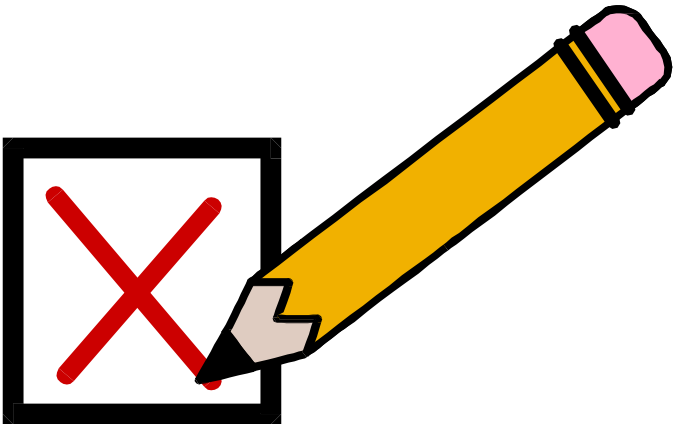
1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan.
3. MBE/WBE Subcontractor Disclosure Form
4. MBE/WBE Waiver Request Form

**Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000**

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

# CERTIFICATIONS FOR PRIME BIDDER

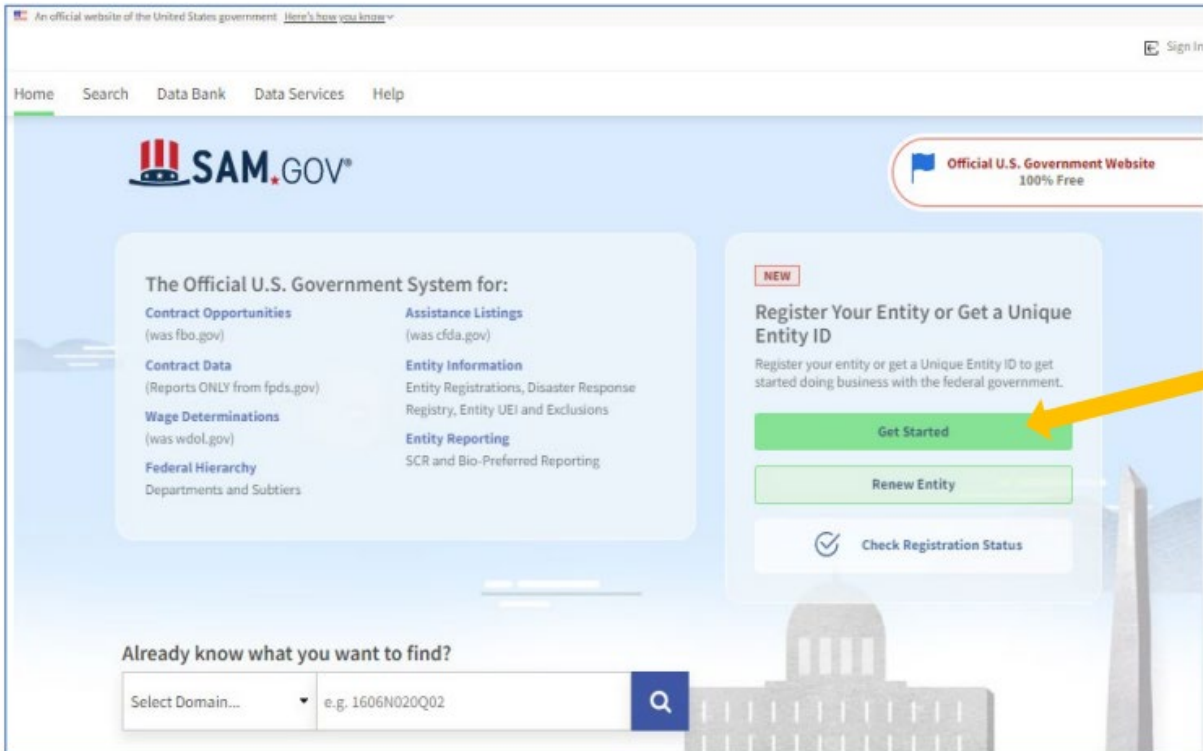
Must be Submitted with Bid



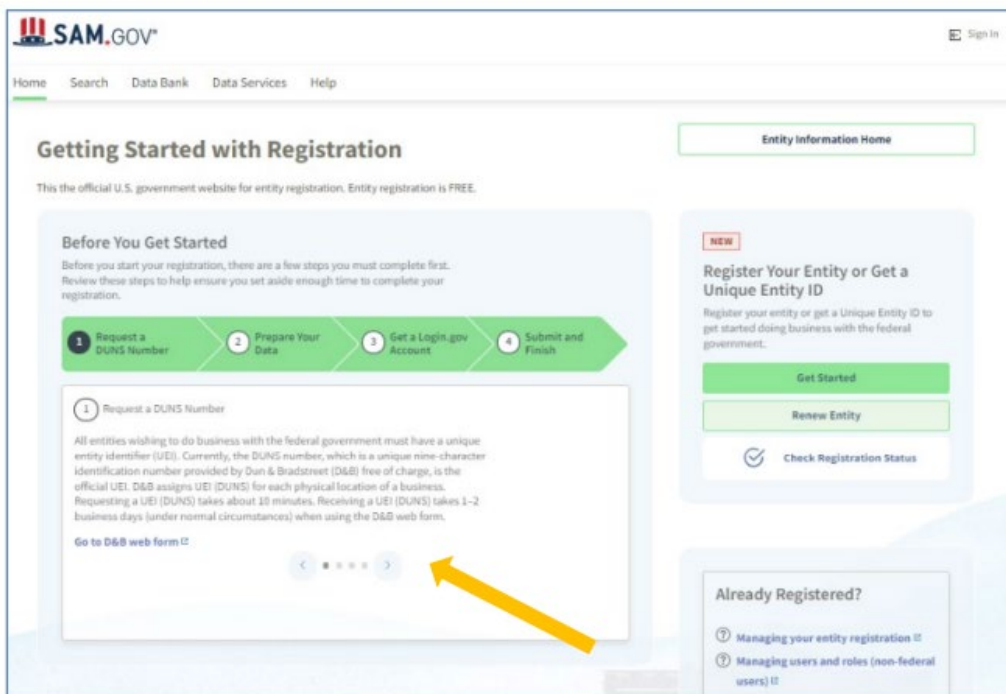


## How to Register in SAM & Obtain a Unique Entity ID (SAM)

1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish.  
Go to [www.sam.gov](http://www.sam.gov) and click on “Get Started”.



Next, review the steps that must be complete prior to registration.



Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a

**SAM.GOV** Sign In

Home Search Data Bank Data Services Help

## Getting Started with Registration

This is the official U.S. government website for entity registration. Entity registration is FREE.

### Entity Information Home

### Before You Get Started

Before you start your registration, there are a few steps you must complete first. Review these steps to help ensure you set aside enough time to complete your registration.

- Request a DUNS Number
- Prepare Your Data
- Get a Login.gov Account
- Submit and Finish

#### 1 Request a DUNS Number

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). Currently, the DUNS number, which is a unique nine-character identification number provided by Dun & Bradstreet (D&B) free of charge, is the official UEI. D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1-2 business days (under normal circumstances) when using the D&B web form.

[Go to D&B web form](#)

### Register Your Entity or Get a Unique Entity ID

**NEW**

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

[Renew Entity](#)

[Check Registration Status](#)

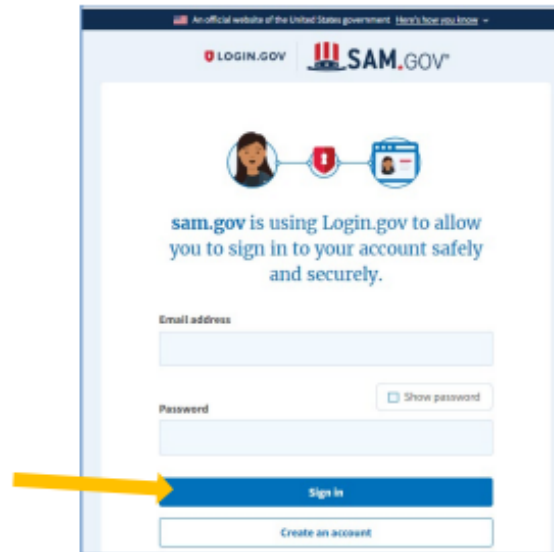
### Already Registered?

- Managing your entity registration
- Managing users and roles (non-federal users)

Login.gov account.


## 2: Create a [Login.gov](https://www.login.gov/) account

After completing the steps from the previous page, and clicking on “Get Started”, you will be directed to Login.gov. Here, click on “Create an account” to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



An official website of the United States government | [Skip to site navigation](#)

LOGIN.GOV SAM.GOV

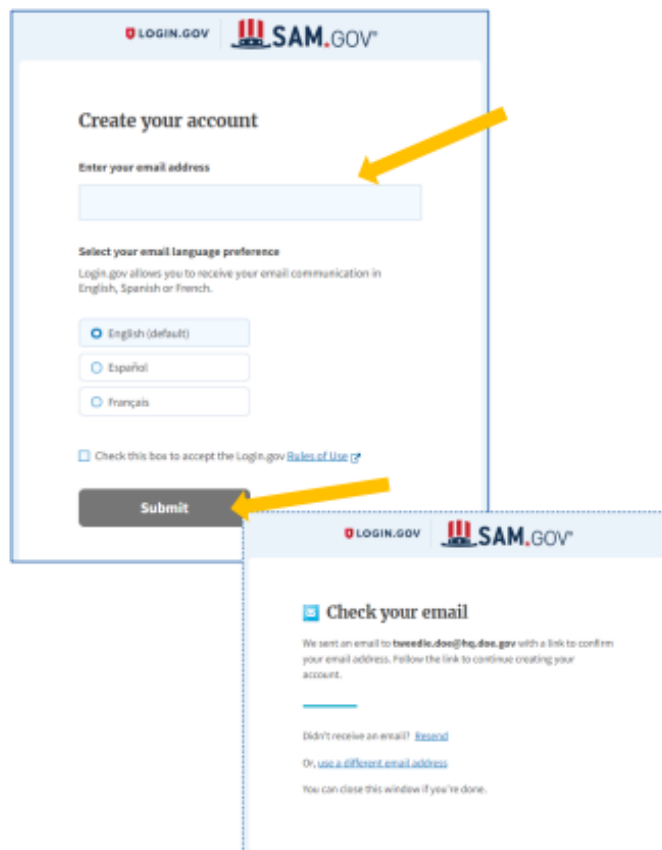


sam.gov is using Login.gov to allow you to sign in to your account safely and securely.

Email address

Password   Show password

Enter your email address, accept the Rules of Use, then click on the “Submit” button. Once you submit your email address, you should see a message to check your email.



LOGIN.GOV SAM.GOV

### Create your account

Enter your email address

Select your email language preference  
Login.gov allows you to receive your email communication in English, Spanish or French.

English (default)  
 Español  
 Français

Check this box to accept the Login.gov [Rules of Use](#)

---

### Check your email

We sent an email to [tweedle.doe@hq.doe.gov](mailto:tweedle.doe@hq.doe.gov) with a link to confirm your email address. Follow the link to continue creating your account.

Didn't receive an email? [Resend](#)

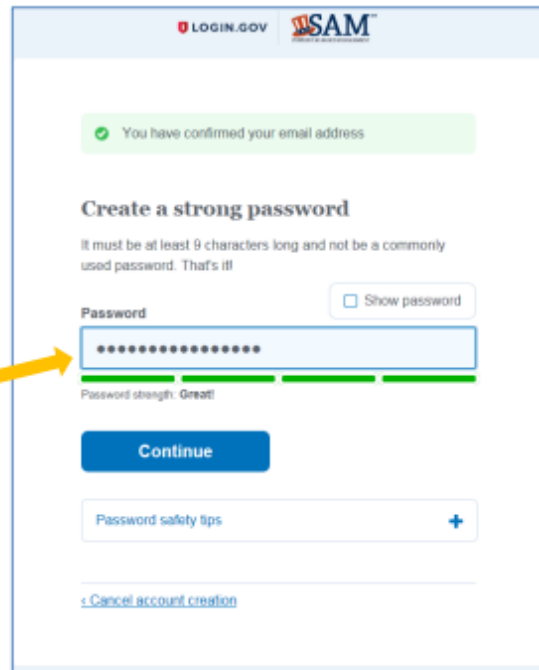
Or, use a [different email address](#)

You can close this window if you're done.

**\*Note:** You will need to create a login.gov account even if you already have a SAM account. Use the same email address here that you used for your existing SAM account. If you use any other email address to create your account at login.gov other than the one associated with your SAM.gov account, your SAM.gov roles will need to be reassigned. This could cause delays in updating your existing registrations. If you don't know which email is associated with your SAM.gov user account, contact the supporting Federal Service Desk at [www.fsd.gov](http://www.fsd.gov), or by telephone at 866-606-8220 Monday through Friday from 8 a.m. to 8 p.m. (ET).

When you receive an email from login.gov to confirm your email address, follow the instructions. When you follow the provided link, it will take you to a screen that asks you to create a password. Create a strong password and click on "Continue".

**\*Note that the link provided for you to confirm your email address will expire in 24 hours.**



The screenshot shows the login.gov account creation interface. At the top, there are logos for LOGIN.GOV and SAM. Below the logos, a green notification bar states "You have confirmed your email address". The main heading is "Create a strong password", followed by a note: "It must be at least 8 characters long and not be a commonly used password. That's all". There is a "Show password" checkbox. The password input field is filled with 10 dots. Below the field, a progress bar shows "Password strength: Great!". A blue "Continue" button is visible. At the bottom, there is a "Password safety tips" link with a plus sign and a "Cancel account creation" link.

After you create a login.gov password, the next screen will ask you to select a second layer of security. You may select one of five options. Options are in order of more secure (Security key) to least secure (Backup codes).

The recommended "Authentication application" is a *secure* option to receive codes because it is harder to intercept than texts or phone calls. With this selection you will receive codes from an app on your phone, computer, or tablet.

The *less secure* "Phone" option enables you to receive security codes by text message (SMS) or phone call.

Make your single selection and click on the "Continue" button.

LOG IN.GOV SAM.GOV

### Authentication method setup

Add a second layer of security so only you can sign in to your account.

Keep this information safe. You will be locked out and have to create a new account if you lose your authentication method.

Select an option to secure your account:

- Security key**  
Use a security key that you have. It's a physical device that you plug in or that is built in to your computer or phone (it often looks like a USB flash drive). Recommended because it is more phishing resistant. **MORE SECURE**
- Government employee ID**  
Insert your government or military PIV or CAC card and enter your PIN. **MORE SECURE**
- Authentication application**  
Get codes from an app on your phone, computer, or tablet. Recommended because it is harder to intercept than texts or phone calls. **SECURE**
- Phone**  
Get security codes by text message (SMS) or phone call. Please do not use web based (VOIP) phone services. **LESS SECURE**
- Backup codes**  
We'll give you 10 codes. You can use backup codes as your only authentication method, but it is the least recommended method since notes can get lost. Keep them in a safe place. **LEAST SECURE**

**Continue**


[Cancel account creation](#)

If you choose the "Authentication application" option, then you will be prompted to set up an authentication app. Follow the steps to set up this application and click "Submit".

LOGIN.GOV | SAM.GOV

### Add an authentication app

Set up an authentication app to sign in using temporary security codes. [What is an authentication app?](#)

- 1 Give it a nickname**  
If you add more than one app, you'll know which one's which.
- 2 Open your authentication app**
- 3 Scan this QR barcode with your app**  
  
Or enter this code manually into your authentication app
- 4 Enter the temporary code from your app**

Remember this browser

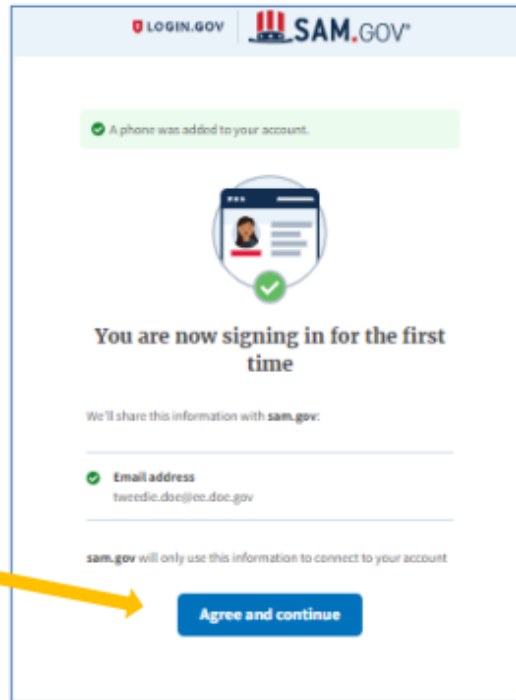
[Choose another option](#)



If you choose to receive your security code by “Phone” then you will see the screen to the left. Provide your phone number and select either “Text message (SMS)” or “Phone call” then click “Send code”.

Login.gov will send you a security code via text momentarily with this option. Enter the security code that you received by text when you are prompted to do so on screen and click the “Submit” button.

You will then be notified that you are signing in to SAM.gov for the first time. Click on the "Agree and continue" button.



LOGIN.GOV SAM.GOV

A phone was added to your account.

You are now signing in for the first time

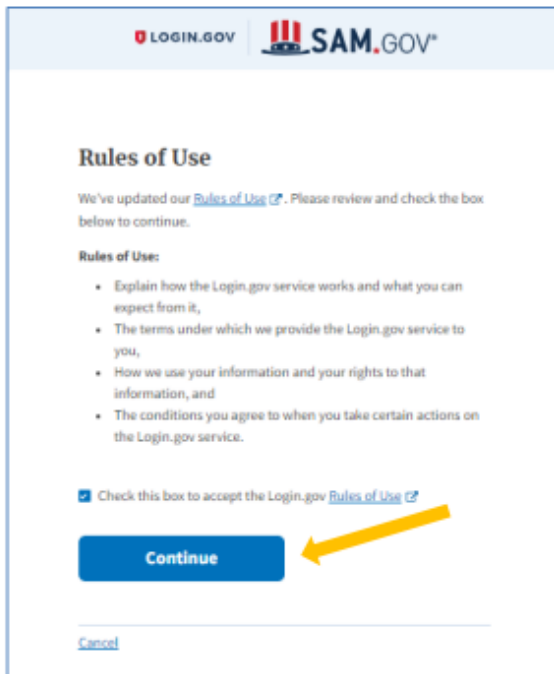
We'll share this information with sam.gov:

Email address  
tweedie.doc@ee.doc.gov

sam.gov will only use this information to connect to your account

Agree and continue

A yellow arrow points from the "Agree and continue" button to the "Continue" button in the adjacent screenshot.



LOGIN.GOV SAM.GOV

### Rules of Use

We've updated our [Rules of Use](#). Please review and check the box below to continue.

**Rules of Use:**

- Explain how the Login.gov service works and what you can expect from it,
- The terms under which we provide the Login.gov service to you,
- How we use your information and your rights to that information, and
- The conditions you agree to when you take certain actions on the Login.gov service.

Check this box to accept the Login.gov [Rules of Use](#)

Continue

[Cancel](#)

A yellow arrow points from the "Continue" button to the "Agree and continue" button in the adjacent screenshot.

Read the Rules of Use, check the box to accept, then click on the "Continue" button.



Next, provide your name, email and phone number to complete your profile in SAM.gov. Click "Submit" when ready.

**SAM.GOV** Requests Notifications

Home Search Data Bank Data Services Help

### Complete Your Profile

Congratulations! You have a login.gov account. To use your account at this website, complete the following fields. Unless marked as optional, all fields are required.

**Name and Email**

**First Name**

**Last Name**

**Email**

**Business Phone (Optional)**  
Country Code is 1 for USA and North America

Country Code	Phone	Extension
<input type="text" value="1"/>	<input type="text" value="REDACTED"/>	<input type="text" value="411 2234"/>

You may complete an optional Request Role form by providing the requested details. If you choose to skip this step and request a role later, click "Skip and Finish", otherwise click "Finish" to submit your role request. Either option will advance to the next screen. **Note:** under "Role", there is a drop-down menu where you may Select a Role.

**SAM.GOV**

Home Search Data Bank Data Services Help

### Request Role (Optional)

*Note: If you know that you need a role, you may request it now. All fields are required to submit a request. You may also choose to skip this step and request a role a later time.*

**Request Details**

**Entity** *Required*  
To be assigned additional roles and permissions for an organization, you must be associated with an entity. Enter an Entity ID (DUNS or [more](#))

Enter DUNS, UEI, LBN, CAGE, DoDAAC, or Office Code

**Role** *Required*  
The following roles are available based on your profile. If you need an administrative or other specialized role, reach out to your [more](#)

Select a Role

**Domain** *Required*  
You may select more than one domain, if appropriate.

Select a Domain

**Additional Details** *Required*  
Provide additional details about your position and why you need the requested role to help your administrator make the appropriate [more](#)

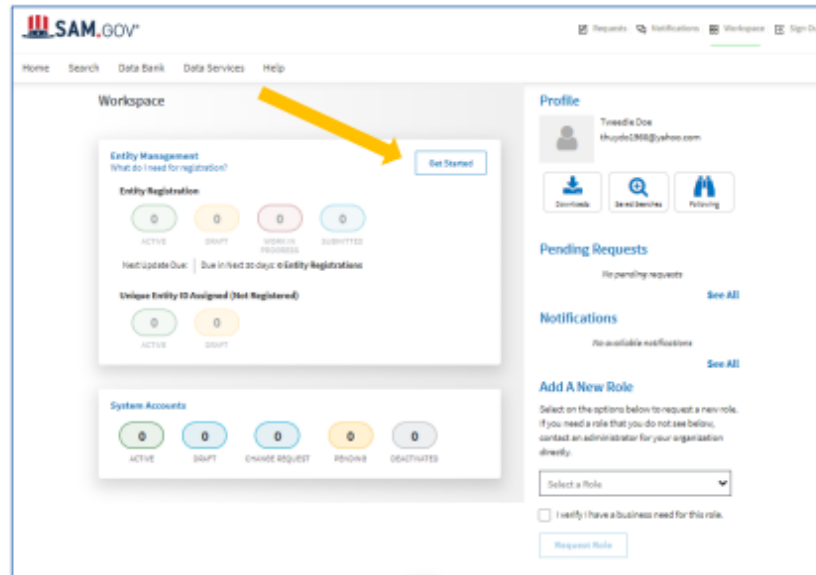
**Role** *Required*  
The following roles are available based on your profile. If you need an administrative or other specialized role, reach out to your [more](#)

Select a Role

- Entity Reporting**
- Data Entry
- Viewer
- Entity Registration**
- Data Entry
- Viewer
- Contracts**
- Data Entry
- Viewer

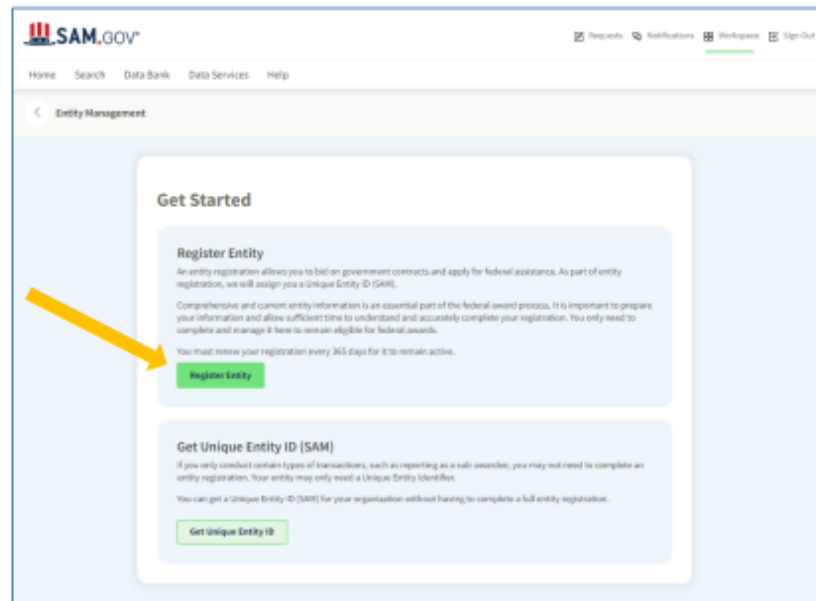
### 3: Register Your Entity

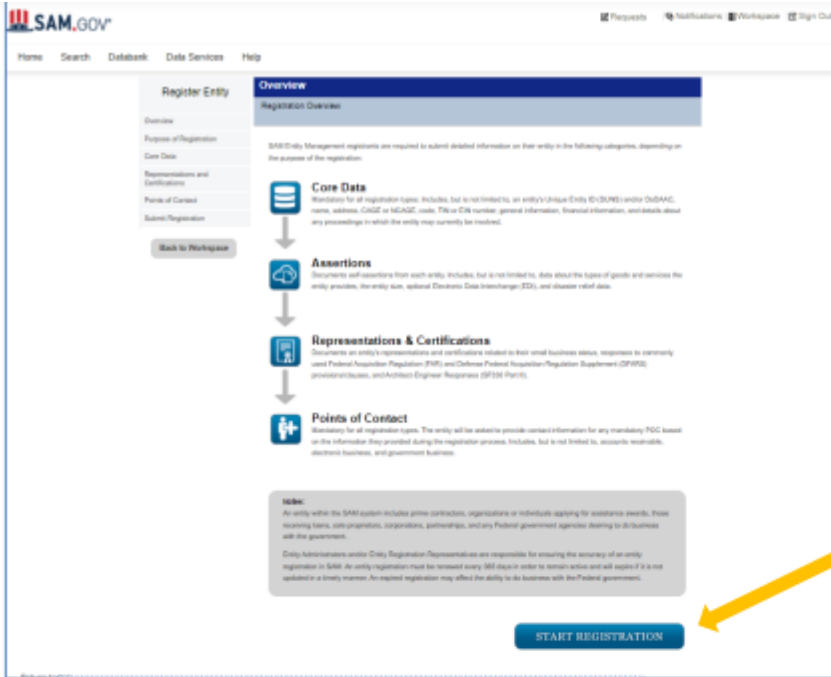
On this screen, your “Workspace” will display information on your SAM account activities, including your entity registration and Unique Entity ID (UEI) status. Click on “Get Started”.



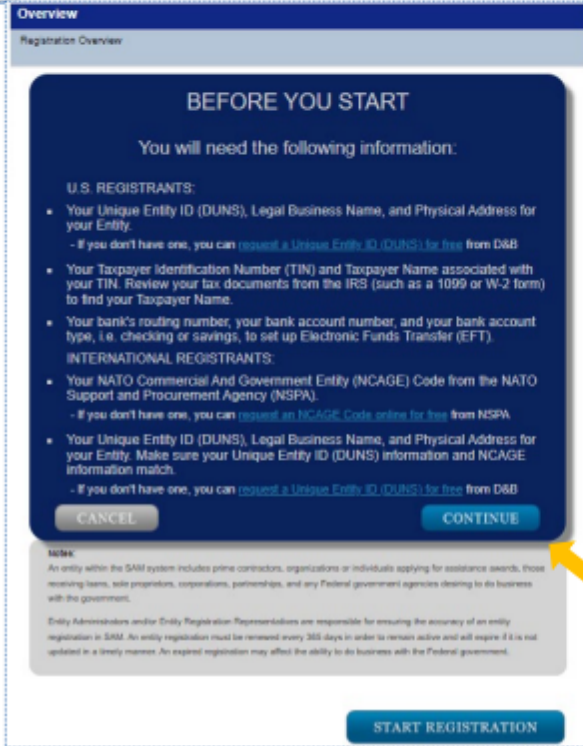
Now that you have a login.gov account and have completed your profile in SAM, you're ready to register your entity. On the “Get Started” screen you will have the option to “Register Entity” or “Get Unique Entity ID” without having to register an entity.

**Note:** to apply for federal assistance, an entity must be registered with SAM.





When you click on "Register Entity" in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click "Start Registration".



After clicking "Start Registration" in the previous step, the screen shown at left will appear, outlining the information you'll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

Click "CONTINUE" when ready.

**Register Entity** | **Purpose of Registration**  
Determine Purpose of Registration

Overview

**Purpose of Registration**

- Determine Purpose
- Confirm Purpose**

Core Data

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

**Page Description**

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your response, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Reps & Certs), and Points of Contact (POCs). This is required by the Federal Acquisition Regulation (FAR) in [FAR 52.204.7.9 \(item for Award Management\)](#).

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Reps & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or are a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

**What type of entity are you registering?**

Business or Organization

U.S. Federal Government

U.S. State Government

U.S. Local Government

Tribal Government

Foreign Government

**Why are you registering this entity to do business with the U.S. government? \***

I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.

I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

[Cancel](#) [Previous](#) [Next](#)

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

**Tip:** Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

**Note:** The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.



Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

**Register Entity** | **Purpose of Registration**  
Confirm Purpose

Overview

**Purpose of Registration**

- Determine Purpose
- Confirm Purpose**

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

**Page Description**

Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

**Purpose of Registration:** All Awards

**You are required to complete the following sections:**

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact

[Cancel](#) [Previous](#) [Next](#)



**Register Entity**

**Core Data**

Entity Information

Page Description: Please enter the information associated with the unique identifier of the entity you want to register. Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

**Unique Identifier:**

Unique Entity ID (DUNS):

If you don't already have one, you can request a Unique Entity ID (DUNS) for FREE from Dun & Bradstreet (D&B). For help, U.S. entities can contact D&B at 1-866-735-7711 or [govt@info.com](mailto:govt@info.com). International entities can email [SAMhelp@dbs.com](mailto:SAMhelp@dbs.com)

Unique Entity ID (SAM):

**Entity Name:**

A critical new step in entity validation requires each entity to self-report their Legal Business Name and Physical address.

Legal Business Name: \*

**Entity Physical Address:**

Please enter the physical address associated with your entity. Your SAM registration will not be activated if you used a mailing address to get your Unique Entity ID Number.

Address Line 1: \*

Address Line 2:

City: \*

State/Province: \*

ZIP/Postal Code: \*

Country: \*

Next, you will begin the process of providing all required information to register your entity.



A menu of sections that you will need to complete for entity registration is displayed in the top, left corner of the on-screen page. Sections that appear in this menu will vary depending on the selected options in the previous "Purpose of Registration" section (see Page Description on "Purpose of Registration" page for details).

**Register Entity**

- Overview
- Purpose of Registration
- Core Data**
- Representations and Certifications
- Points of Contact
- Submit Registration
- Back to Workspace

**Core Data**

Entity Information

Please enter the information associated with the unique identifier of the entity you want to register. Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

**Unique Identifier:**

Unique Entity ID (DUNS)

If you don't already have one, you can request a Unique Entity ID (DUNS) for FREE from Dun & Bradstreet (D&B). For help, U.S. entities can contact D&B at 1-866-735-7711 or [govt@info.com](mailto:govt@info.com). International entities can email [SAMhelp@dbs.com](mailto:SAMhelp@dbs.com)

Each section in the Register Entity menu can be expanded to reveal the sub-sections that make up each section by clicking on the section title.

For example, in the image to the right, the Core Data section has been expanded to reveal its sub-sections, each containing forms that need to be completed before moving on to the next sub-section or section.

**Note:** You can only move from one section or sub-section to the next by completing each page.

Complete each section to move on to the final section "Submit Registration".



**Register Entity**

Overview

Purpose of Registration

**Core Data**

- Entity Information
- Verify Entity Information
- Business Information
- CAGE or NCAGE Code
- General Information
- Financial Information
- Executive Compensation Questions
- Proceedings Questions
- SAM Search Authorization
- Review Core Data

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

**Core Data**

Entity Information

Please enter the information

Mandatory fields are marked

**Unique Identifier:**

Unique Entity ID (DUNS): \*

If you don't already have one, contact D&B at 1-866-705-57

Unique Entity ID (SAM):

**Entity Name:**

A critical new step in entity validation

Legal Business Name: \*

**Entity Physical Address:**

Please enter the physical address and your Unique Entity ID Number



Once you've completed the preceding section, you will advance to "Submit Registration". Here you will need to do a final review of the entity information entered in all prior sections of the entity registration. If changes need to be made, click the "Edit" button located in the upper right corner of each section (circled in image below).

**Note:** The image below does not capture the entire "Entity Review" page. Please review all fields and sections by scrolling through the entire page.

Register Entity

Submit Registration Us Test Company 549

Entity Review DUNS: 362261773

Overview

Purpose of Registration

Core Data

Assertions

Representations and Certifications

Points of Contact

Small Business Certification

Submit Registration

Entity Review

Back to Workspace

Page Description

You have completed all sections of your entity's registration in SAM. Please validate the information presented on this page is correct before continuing. Select Edit to make changes to the appropriate sections. If you are satisfied with the information entered, select Submit.

DUNS Number: 362261773

D&B Legal Business Name: Us Test Company 549

Doing Business As: US FICTITIOUS COMPANY 549

Core Data

Business & TIN Information:

Business Information:

Business Start Date: 06/11/2021

Fiscal Year End Close Date: 12/31

Company Division Name:

Company Division Number:

Corporate URL:

EDIT

At the bottom of the "Entity Review" page, after all entity information has been reviewed, click the "SUBMIT" button to complete your entity registration. **You are now finished with registering your entity in SAM.gov.**

By submitting this registration, you are certifying the information is accurate and complete. Knowingly providing false or misleading information may result in criminal prosecution under Section 1001, Title 18 of the United States Code. Criminal Penalties could include imposition of a fine, imprisonment, or both. You may be subject to other penalties as well, including, but not limited to, administrative remedies, such as suspension and debarment, ineligibility to participate in programs conducted under the authority of the Small Business Act, or civil liability under the False Claims Act.

CANCEL

SUBMIT



After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.

**Register Entity** Uta Test Company 549

**Submit Registration** DUNS: 362261773

Confirmation Page

**Registration Submitted - Confirmation**  
Tue Jun 15 14:26:00 EDT 2021

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

**What happens next?**

- 1 If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.
- 2 Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
- 3 If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
- 4 You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.
- 5 Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in gov or mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.
- 6 You can get FREE help with your registration by contacting our supporting [Federal Service Desk \(FSD\)](#). In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Check the [PTAC website](#) to locate your closest PTAC.

Select Back to Workspace to be navigated to your Workspace where you can view your entity record and print or save a PDF.

[Back to Workspace](#)

**Workspace**

**Entity Management**  
What do I need for registration? [Register Entity](#)

**Entity Registration**

2	0	0	1	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED	PHRR

Next Update Due: Sep 26, 2020 | Due in Next 30 days: 0 Entity Registrations

**Unique Entity ID**

0	0	0	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED

In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

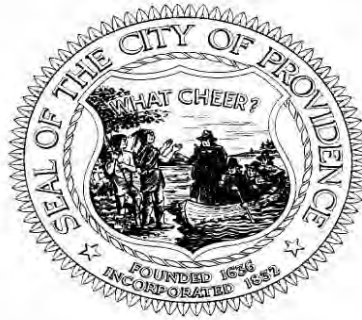
Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

**STEP 3:**

**Complete form. (Must be submitted with Bid)**



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

**Additional Submission by Prime Contractor prior to the start of work date  
(Please identify Subcontractor(s) information if applicable)**

**Name of Bidder (Prime Contractor)** \_\_\_\_\_

**Unique Entity ID (SAM.Gov)** \_\_\_\_\_

**Dun & Bradstreet (D-U-N-S Number)** \_\_\_\_\_

**Employer Identification Number (EIN)** \_\_\_\_\_

*(Known as Federal Tax Identification Number)*

**Is your business registered with System for Award Management? Yes \_\_\_ No \_\_\_**

**If NO, please register your business with System for Award Management.**

**Date of Registration** \_\_\_\_\_

**Name of Subcontractor** \_\_\_\_\_

**Unique Entity ID (SAM.Gov)** \_\_\_\_\_

**Dun & Bradstreet (D-U-N-S Number)** \_\_\_\_\_

**Employer Identification Number (EIN)** \_\_\_\_\_

*(Known as Federal Tax Identification Number)*

**Is your business registered with System for Award Management? Yes \_\_\_ No \_\_\_**

**If NO, please register your business with System for Award Management.**

**Date of Registration** \_\_\_\_\_

\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**MBE/WBE PARTICIPATION AFFIDAVIT**

Item Description (as seen on RFP):

\_\_\_\_\_  
\_\_\_\_\_

Prime Bidder: \_\_\_\_\_

Prime Bidder (Company) Phone Number: \_\_\_\_\_

Prime Bidder (Company) Zip Code: \_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?  MBE  WBE  Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.  
The goal for combined MBE/WBE participation is 20% of the total bid value.

**I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses.** Initial \_\_\_\_\_

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.** Initial \_\_\_\_\_

**If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.** Initial \_\_\_\_\_

**I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Signature of Bidder

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

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

\_\_\_\_\_  
Date

## SUBCONTRACTOR DISCLOSURE FORM

**Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.**

Prime Bidder: \_\_\_\_\_

Primary NAICS Code: \_

Item Description (as seen on RFP):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please list all Subcontractors below.** Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at [www.mbe.ri.gov](http://www.mbe.ri.gov). Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Add A and B. Divide by E and multiply by 100).</b>					%

Please read and initial the following statement acknowledging you understand.

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, **you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director.** Initial \_

\_\_\_\_\_  
Signature of Prime Contractor

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

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

**MBE/WBE WAIVER REQUEST FORM**

**Fill out this form only if you are using subcontractors and did not meet the 20% MBE/WBE participation goal. MBE or WBE Prime Bidders that are certified by the State of Rhode Island are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [mbe-wbe@providenceri.gov](mailto:mbe-wbe@providenceri.gov) for review **prior to bid submission**.

This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit for in the future.

Prime Bidder: \_\_\_\_\_

Company Trade: \_\_\_\_\_

Item Description (as seen on RFP):

\_\_\_\_\_  
 \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor

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

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

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

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



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Prime Contracts Exceeding \$10,000) INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

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1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

**Name of Prime Contractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

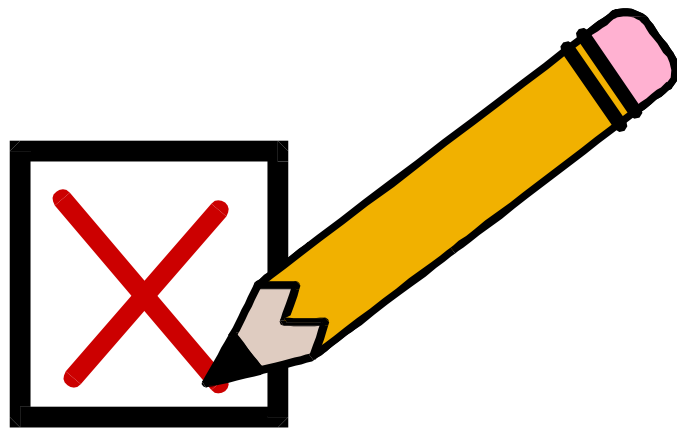
\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

# **CERTIFICATIONS FOR SUBCONTRACTORS**

**Must be submitted by Prime Contractor  
For each applicable Subcontractor prior to start of work**







**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY SUBCONTRACTOR**

Name and address of subcontractor

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1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
SEGREGATED FACILITIES**

**Name of Subcontractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

## **FEDERAL REQUIREMENTS**

### **1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

### **2. REHABILITATION ACT OF 1973**

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **3. SECTION 202 OF EXECUTIVE ORDER 11246**

#### **A. Activities and contracts not subject to Section 202**

**(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.)**

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

#### **B. Activities and contracts subject to Section 202**

**Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.**

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

1. a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and 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.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) 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.
- e) 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 his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the non-discrimination 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 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.
- g) The contractor will include the provisions 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 Department may direct as a means of enforcing such provision, including sanctions for non-compliance. 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 Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. 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:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of 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.
- d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e) 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 his 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.

- f) 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.
- g) 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 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 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 within 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.

**3. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390) ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.**

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

**4. THE AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

**5. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**6. LABOR STANDARDS**

- a) Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- c) Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

**7. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT**

**LEAD-BASED PAINT HAZARDS** -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard which is defined as cracking, scaling,

peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

**8. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

**9. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.**

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

**10. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 93-234), AS AMENDED.**

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

**11. ARCHITECTURAL BARRIERS ACT (P.L. 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.**

**12. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.**

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c) (1) of the **Clean Air Act** or section 309(c) of the **Federal Water Pollution Control Act**.

**13. MINORITY BUSINESS ENTERPRISES**



Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

#### **14. CDBG CERTIFICATION**

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

#### **15. SECTION 319 OF PUBLIC LAW 101-121**

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

### **A. Lead-Based Paint Hazards**

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### **B. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### **C. Danger Signals and Safely Devices**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**Federal Labor Standards Provisions**  
**U.S. Department of Housing and Urban Development**

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**Applicability**

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

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up 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 of development of the project) 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 weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such

weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts 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 determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that 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, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (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 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 any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or 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 and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its

designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

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

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at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

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

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has



filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

#### C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and

Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The

Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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**CITY OF PROVIDENCE CDBG PROGRAM  
FEDERAL CONSTRUCTION CONTRACT PROVISIONS  
FOR CONTRACTS EXCEEDING \$100,000**



***Building Vibrant Neighborhoods***

**Department of Planning & Development  
Division of Community Development  
444 Westminister Street, Suite 3A  
Providence, Rhode Island 02903**



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT**

**INFORMATION FOR BIDDERS  
PLEASE READ CAREFULLY!**



**TO BE CONSIDERED A RESPONSIVE BIDDER  
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO  
FIVE PERCENT OF THE BID PRICE AND THE FOLLOWING SIGNED AND  
COMPLETED CERTIFICATIONS:**

**For Contracts Between \$10,000 and \$100,000**

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. MBE/WBE FORMS**

**For Contracts Exceeding \$100,000**

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. SECTION 3 AFFIRMATIVE ACTION PLAN**
- 4. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM**

**Additional certifications by subcontractors prior to the start of work date**

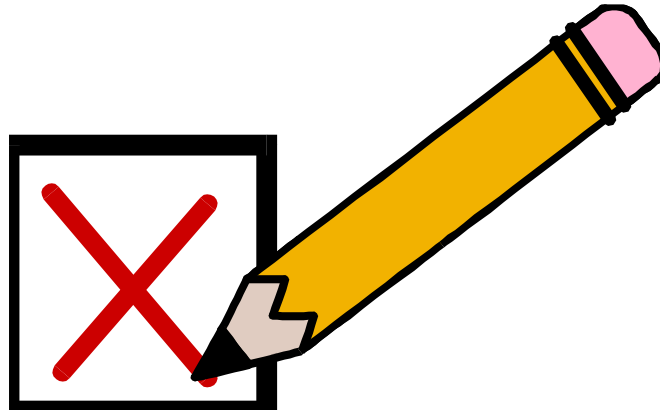
1. **For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity**
2. **For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan, and Contractor's DBE/Subcontractor Utilization Form.**
3. **MBE/WBE Subcontractor Disclosure Form**
4. **MBE/WBE Waiver Request Form**

**Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000**

**Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.**

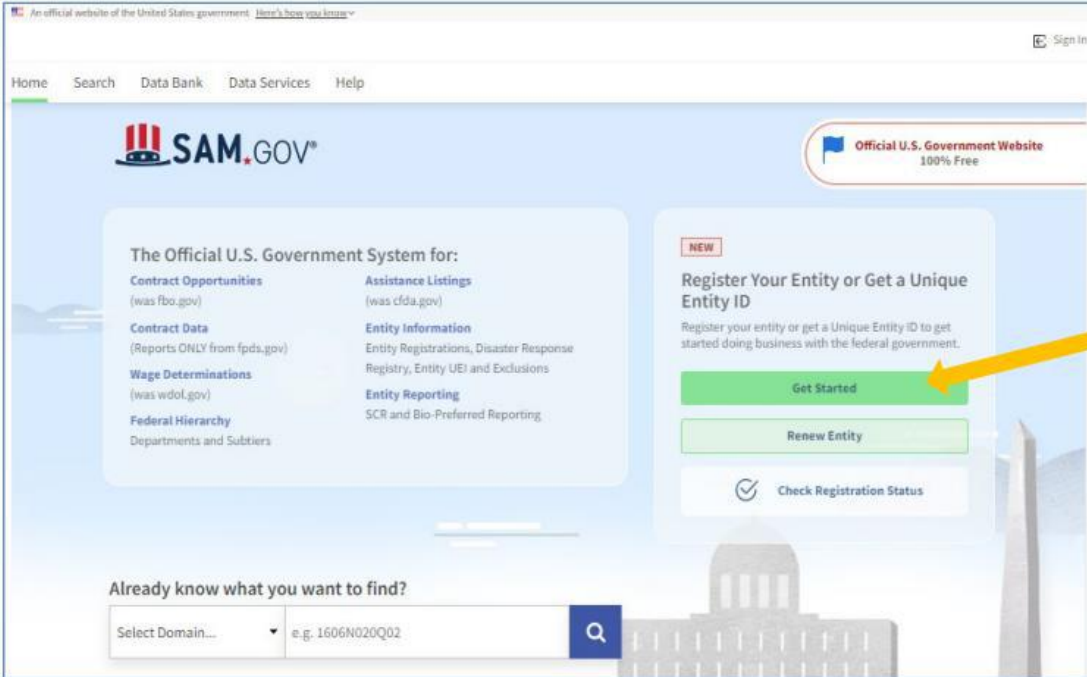
# CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid

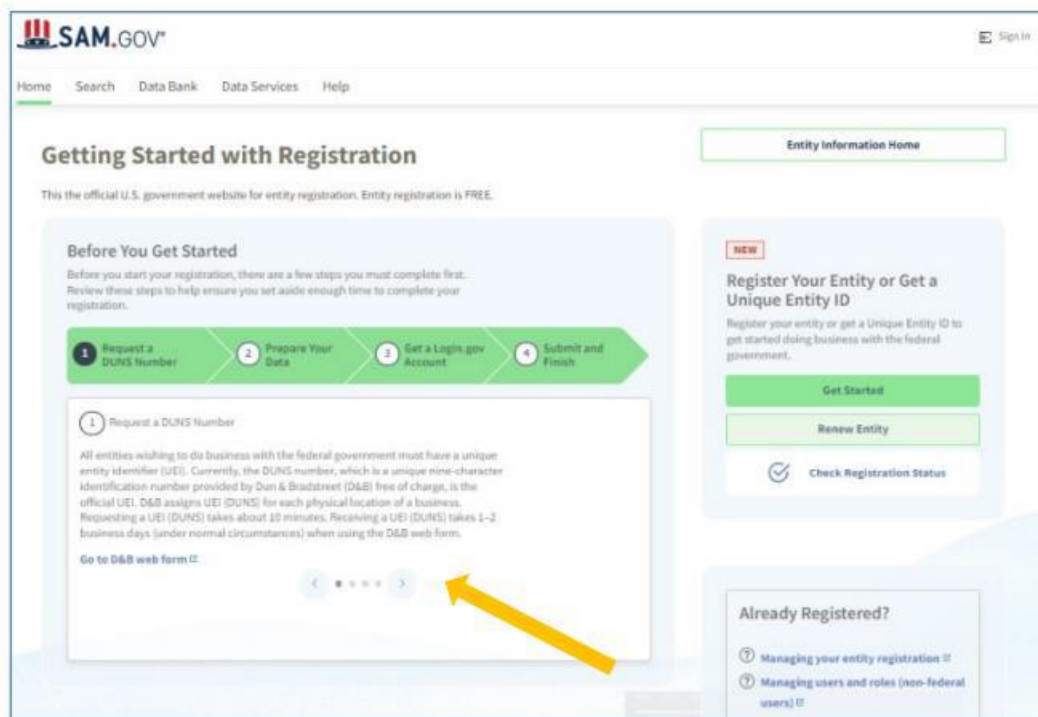


## How to Register in SAM & Obtain a Unique Entity ID (SAM)

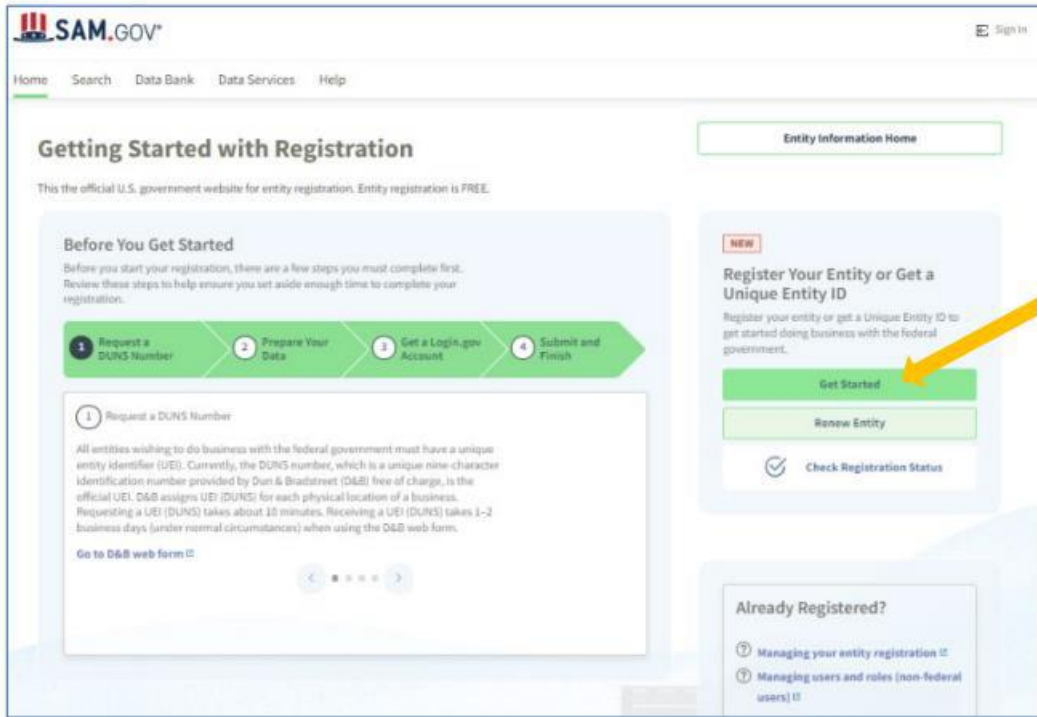
1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish. Go to [www.sam.gov](http://www.sam.gov) and click on “Get Started”.



Next, review the steps that must be complete prior to registration



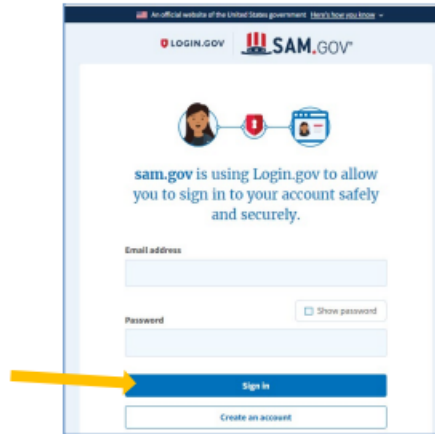
Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a Login.gov account





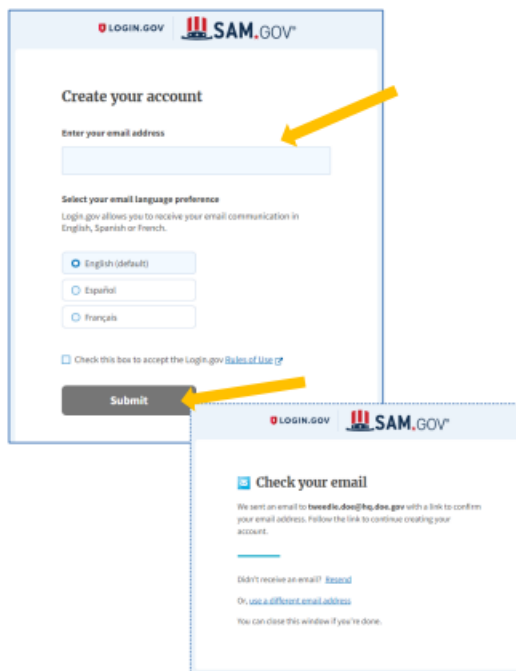
## 2: Create a [Login.gov](https://login.gov) account

After completing the steps from the previous page, and clicking on "Get Started", you will be directed to Login.gov. Here, click on "Create an account" to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



The screenshot shows the Login.gov sign-in page. At the top, it says "An official website of the United States government" and "DON'T SEE YOUR ENTITY?". Below that are the "LOGIN.GOV" and "SAM.GOV" logos. The main heading is "sam.gov is using Login.gov to allow you to sign in to your account safely and securely." There are two input fields: "Email address" and "Password" (with a "Show password" checkbox). At the bottom, there are two buttons: "Sign In" (highlighted with a yellow arrow) and "Create an account".

Enter your email address, accept the Rules of Use, then click on the "Submit" button. Once you submit your email address, you should see a message to check your email.



The top screenshot shows the "Create your account" page. It has a heading "Create your account" and a sub-heading "Enter your email address" with an input field. Below that is "Select your email language preference" with radio buttons for "English (default)", "Español", and "Français". There is a checkbox for "Check this box to accept the Login.gov Rules of Use" and a "Submit" button (highlighted with a yellow arrow).

The bottom screenshot shows the "Check your email" confirmation message. It says "We sent an email to [bweed@hq.doe.gov](mailto:bweed@hq.doe.gov) with a link to confirm your email address. Follow the link to continue creating your account." It also includes links for "Didn't receive an email?", "Or, use a different email address", and "You can close this window if you're done."

**Register Entity**

**Purpose of Registration**  
Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

---

**Page Description**

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your response, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Rep & Certs), and Points of Contact (POC). This is required by the Federal Acquisition Regulation (FAR) in FAR 27.204.2 System for Award Management.

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Rep & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or as a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

---

**What type of entity are you registering?**

Business or Organization

U.S. Federal Government

U.S. State Government

U.S. Local Government

Tribal Government

Foreign Government

---

**Why are you registering this entity to do business with the U. S. government? \***

I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.

I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

Cancel Previous Next

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

**Tip:** Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

**Note:** The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

**Register Entity**

**Purpose of Registration**  
Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

Cancel

Previous Next

---

**Page Description**

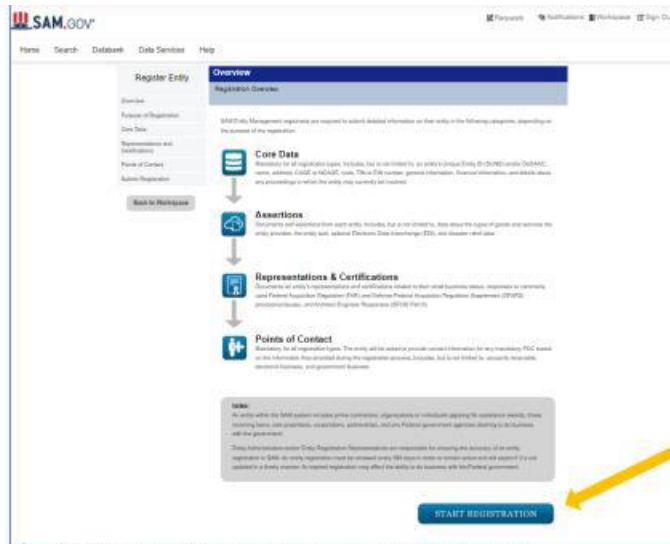
Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

---

**Purpose of Registration:** All Awards

**You are required to complete the following sections:**

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact



When you click on "Register Entity" in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click "Start Registration".



After clicking "Start Registration" in the previous step, the screen shown at left will appear, outlining the information you'll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

Click "CONTINUE" when ready.

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

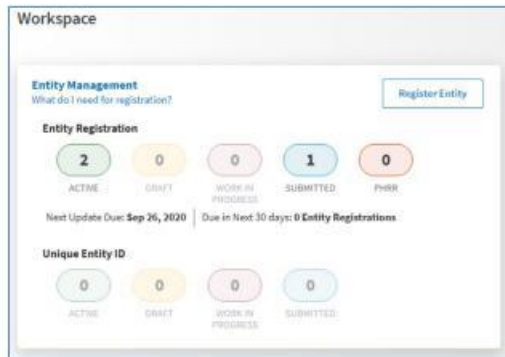
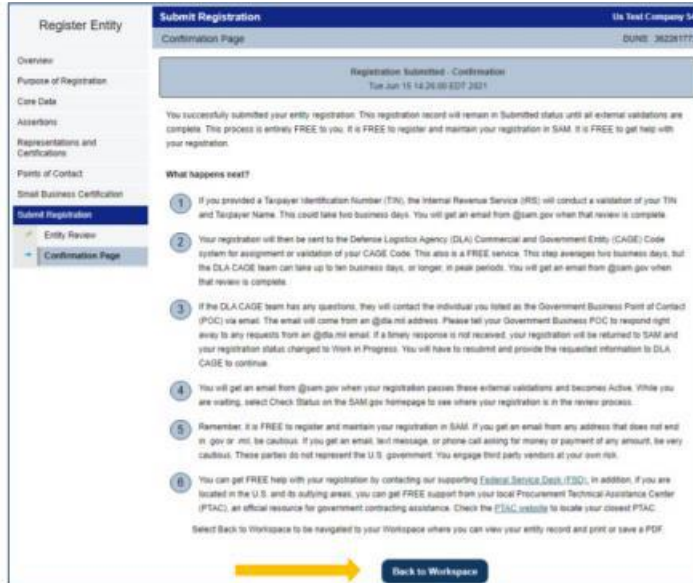
**Tip:** Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

**Note:** The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.



In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT**

**Additional Submission by Prime Contractor prior to the start of work date**

**Name of Bidder (Prime Contractor)** \_\_\_\_\_

**Dun & Bradstreet (D-U-N-S Number)** \_\_\_\_\_

**Employer Identification Number (EIN)** \_\_\_\_\_  
(Is also known as Federal Tax Identification Number)

**Is your business registered with System for Award Management? Yes\_\_\_ No\_\_\_**

**If NO, please register your business with System for Award Management.**

**Date of Registration** \_\_\_\_\_

---

**Name of Subcontractor** \_\_\_\_\_

**Dun & Bradstreet (D-U-N-S Number)** \_\_\_\_\_

**Employer Identification Number (EIN)** \_\_\_\_\_  
(Is also known as Federal Tax Identification Number)

**Is your business registered with System for Award Management? Yes\_\_\_ No\_\_\_**

**If NO, please register your business with System for Award Management.**

**Date of Registration** \_\_\_\_\_

\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Prime Contracts Exceeding \$100,000)  
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

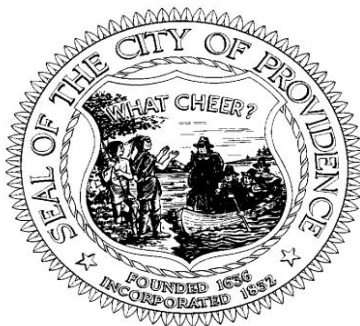
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes                       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes                       No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes                       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes                       No

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES**

**(For Prime Contracts Exceeding \$100,000)**

**Name of Prime Contractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**



\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**





**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
SECTION 3 REQUIREMENTS**

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

**Applicability of Section 3 to Community Planning & Development Assistance**

**Contractors** or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

**Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the

efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

### **Triggering the Requirements of Section 3**

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

### **Recipient Responsibilities Pursuant to Section 3**

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

### **Section 3 Residents and Business Concerns**

#### **Section 3 Residents Are:**

1. Residents of Public and Indian Housing; or

2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

**Section 3 Business Concerns Are One of the Following:**

1. Businesses that are 51 percent or more owned by Section 3 residents; the business meets the definition of a resident-owned business, as set forth in HUD’s regulations at 24 CFR 963.5.
2. The business demonstrates that at least 20 percent of its permanent full-time employees are Section 3 residents and the business either: (i) sponsored a minimum of 10 percent of its current Section 3 employees to attend a DOL or DOL-recognized, State Apprenticeship Agency-approved, registered apprenticeship or pre-apprenticeship training program that meets the requirements outlined in DOL’s Employment Training Administration (ETA) Training and Employment Notice 13-121; or (ii) 10 percent of the employees of the business are participants or graduates of a DOL YouthBuild program.<sup>2</sup>

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: [www.hud.gov/section3](http://www.hud.gov/section3).

<sup>1</sup> See [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=5842](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842).

<sup>2</sup> See [http://www.doleta.gov/youth\\_services/youthbuild.cfm](http://www.doleta.gov/youth_services/youthbuild.cfm).

**Section 3 Clause**

A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of section 3 of the Housing and Urban Development Act of 196 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding

agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR part 135.

C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:

1. After the contractor is selected; and
2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.

D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.

F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as 30 percent of new hires, or provide written justification to the recipient that is consistent with § 135.7(b)(4), describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.

H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with § 135.7(b)(4) describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.

J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.

K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR 135.37 or 24 CFR 135.57, as applicable.

L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3, and include this Section 3 clause in its entirety into every subcontract awarded.

M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.

N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Prime Contractor)**

**[For Prime Contracts that exceed \$100,000]**

\_\_\_\_\_, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of \_\_\_\_\_.

- A.** To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B.** To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Applicants selected to carry out HUD Youthbuild projects;
  - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DCD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DCD
- N.** To complete a Section 3 Utilization Report and submit said report to DCD, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DCD.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

**CONTRACTOR CERTIFICATION**

As officers and representative of: \_\_\_\_\_  
(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





**CONTRACTOR'S DBE/SUBCONTRACTOR  
UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Ext. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ BID DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROJECT # \_\_\_\_\_ PROJECT LOCATION: \_\_\_\_\_

TOTAL ANTICIPATED DBE \_\_\_\_\_ % PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual \$ Value
<b>Subcontractor Total &gt;</b>							
<b>DBE Total &gt;</b>							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN  
FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL  
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

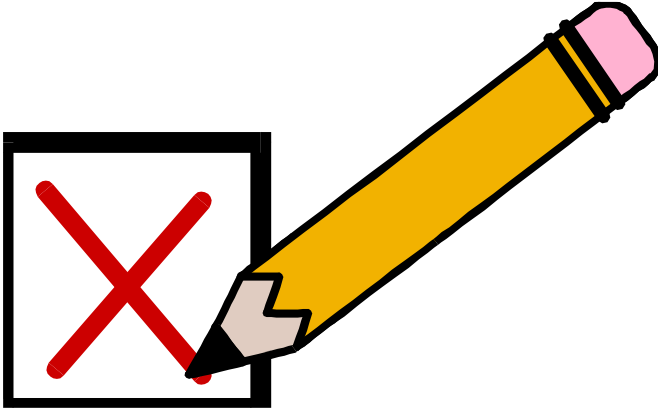
Form received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_

cc:  Contracts  Other \_\_\_\_\_

**For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.providenceri.gov>**

# SECTION 3 UTILIZATION REPORT

**Must be submitted by Prime Contractor  
Prior to receiving final payment of CDBG funds**





**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
SECTION 3 UTILIZATION REPORT  
(To be Completed for all Prime Contracts Exceeding \$100,000)**

**A. SECTION 3 EMPLOYEE INFORMATION**

Name of CDBG Grantee: \_\_\_\_\_

Name of Project: \_\_\_\_\_

CDBG Project Number: \_\_\_\_\_ Wage Decision Number: \_\_\_\_\_

Number of Section 3 Employees Utilized on Project by Prime Contractor: \_\_\_\_\_

Number of Section 3 Employees Utilized on Project by Subcontractors: \_\_\_\_\_

Total Number of Section 3 Employees Utilized on Project: \_\_\_\_\_

**B. CERTIFICATION OF PRIME CONTRACTOR**

As officer and representative of: \_\_\_\_\_

Name of Prime Contractor

Address: \_\_\_\_\_

\_\_\_\_\_

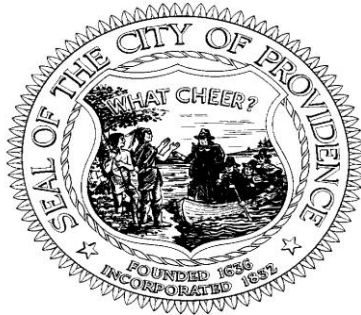
Telephone Number: \_\_\_\_\_

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of Providence CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
DIRECTIONS FOR COMPLETION OF  
SECTION 3 UTILIZATION REPORT  
(For Prime Contracts Exceeding \$100,000)**

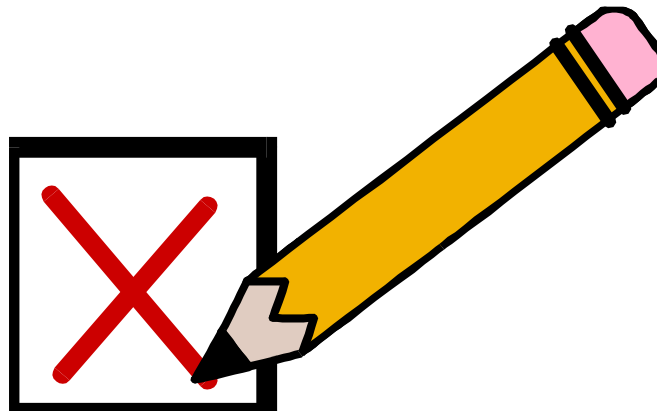
1. Determine if there has been Section 3 participation in the construction project.
  - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
  - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
  - a. Enter name of the community where the project is located.
  - b. Enter project name.
  - c. Enter CDBG Project Number & Federal Wage Decision Number. (Located in wage decision documents)
  - d. Enter number of Section 3 Employees you utilized on project.
  - e. Enter number of Section 3 Employees utilized by subcontractors on project
  - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
  - a. List your name, address and telephone number of your company.
  - b. Print or type name and title of authorized company representative.
  - c. Have authorized representative sign and date Report.

## **IMPORTANT REMINDER!**

**Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee**

### **CERTIFICATIONS FOR SUBCONTRACTORS**

**Must be submitted by Prime Contractor  
For each applicable Subcontractor prior to start of work**





**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Subcontracts)  
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY SUBCONTRACTOR**

Name and address of subcontractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
 Yes       No
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
  
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Subcontracts)**

**Name of Subcontractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**



\_\_\_\_\_  
**Name and Title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**





**DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF COMMUNITY DEVELOPMENT  
SECTION 3 AFFIRMATIVE ACTION PLAN**

(Subcontractor)

[For Subcontracts that exceed \$100,000]

\_\_\_\_\_, Subcontractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Applicants selected to carry out HUD Youthbuild projects;
  - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DCD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by obtaining income information from new project area employees on the Section 3 Income Worksheet.
- N.** To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

**SUBCONTRACTOR CERTIFICATION**

As officers and representative of: \_\_\_\_\_  
(Name of Subcontractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## **FEDERAL REQUIREMENTS**

### **1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

### **2. REHABILITATION ACT OF 1973**

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **3. SECTION 202 OF EXECUTIVE ORDER 11246**

#### **A. Activities and contracts not subject to Section 202**

**(Applicable to Federally assisted construction contracts  
and related subcontracts of \$10,000 and under.)**

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Activities and contracts subject to Section 202**

**Applicable to Federally assisted construction contracts  
and related subcontracts exceeding \$10,000**

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

- 1.a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and 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.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) 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.
- e) 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 his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the non-discrimination 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 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.

- g) The contractor will include the provisions 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 Department may direct as a means of enforcing such provision, including sanctions for non-compliance. 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 Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
  
- 2. 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:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
  
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
  
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of 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.
  
- d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

- e) 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 his 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.
  
- f) 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.
  
- g) 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 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 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 within 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.

**3. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR**

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

**4. THE AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

**5. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**6. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing -in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

**Section 3 Clause:**

- a) The work to be performed under this contracts 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 135, 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 135 regulations.
- c) The contract 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of

sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

**7. LABOR STANDARDS**

- a) Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- c) Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

**8. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT**

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

**9. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

**10. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.**

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air

quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

**11. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.**

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

**12. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.**

**13. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.**

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

**14. MINORITY BUSINESS ENTERPRISES**

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

**15. CDBG CERTIFICATION**

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

**16. SECTION 319 OF PUBLIC LAW 101-121**

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

### **A. Lead-Based Paint Hazards**

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### **B. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### **C. Danger Signals and Safely Devices**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**Federal Labor Standards Provisions  
U.S. Department of Housing and Urban Development**

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**Applicability**

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

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up 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 of development of the project) 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 of 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 weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such

weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts 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 determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that 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, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (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 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 any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or 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 and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

wage determination incorporated into the contract.

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

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

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

4. (i) Apprentices and Trainees. 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, 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 apprentice 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 craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a 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.

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

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

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

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

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

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

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

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

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such

Administration...makes, utter of publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

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