

*PROJECT MANUAL:*

## **DEMOLITION OF BUILDINGS**

*PROJECTS:*

IL-71-9/PITTSFIELD AND IL-71-13/PITTSFIELD

*FOR THE:*

***PIKE COUNTY HOUSING AUTHORITY  
CHRIS BRUNS, EXECUTIVE DIRECTOR***

*UNDER THE:*

MODERNIZATION PROGRAM NO. IL01P071-501-24

*OF THE:*

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DOCUMENTS DATE: MARCH 23, 2026

ARCHITECT'S PROJECT NO.: 2551

IDPR NO: 184-000255



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PROJECT MANUAL  
 DEMOLITION OF PUBLIC HOUSING  
 IL-71-9/PITTSFIELD AND IL-71-13/PITTSFIELD  
 PIKE COUNTY, ILLINOIS


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 3/23/2026 signature  
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## INVITATION FOR BIDS

The Pike County Housing Authority will receive sealed bids for Demolition of Public Housing funded under Modernization Program No. IL01P071-501-24 at Projects IL-71-9/Pittsfield and IL-71-13/Pittsfield in Pike County, Illinois. Bids shall be submitted in a single lump sum proposal.

Bids will be received until 2:00 p.m., prevailing time on the 14<sup>th</sup> day of April 2026, at the office of the Public Housing Authority, (PHA), 838 Mason St., Barry, IL 62312 at which time and place all bids will be publicly opened and read aloud.

A Pre-Bid Meeting will be held on the 1<sup>st</sup> day of April 2026, at 10:00 a.m., prevailing time at the Office of the Public Housing Authority, (PHA), 838 Mason St., Barry, IL 62312. The Pre-Bid Meeting will include a walk-through of Project Sites; Bidders are advised that this will be the only time that access to the interior of the dwelling units will be made available.

Proposal forms and contract documents, including plans and specifications, are on file at the office of the Housing Authority and at the office of Eggemeyer Associates Architects, Inc., 3029 South Park Ave./P. O. Box 640, Herrin, Illinois 62948; Phone No.:(618)988-2380; Website: [www.eaarchitects.com](http://www.eaarchitects.com). Contract documents are also on file at the following plan rooms:

Dodge Data and Analytics  
Arlington, TX

Southern Illinois Builders Association  
O'Fallon, IL

Greater Peoria Contractors Plan Room  
Peoria, IL

Copies of the documents may be obtained at the office of the Architect by depositing a check with the Architect in the amount of \$75.00 for each set of documents so obtained, made payable to the Pike County Housing Authority. Such deposit will be refunded to each bidder who returns the plans, specifications and other documents in good condition to the Housing Authority or to the Architect within fourteen (14) days after bid opening. Partial sets may be purchased at the cost of photocopying and shipping cost upon completion of a request for partial plans/specifications form and submitting to the Architect. Documents may also be downloaded from the Architect's website for bidding purposes only.

In accordance with Clause No. 9, Bid Guarantee, of the Instructions to Bidders, all bids must be accompanied by a negotiable bid guarantee in the form of a certified check or bank draft, payable to the Pike County Housing Authority, U.S. Government Bonds at par value, or a satisfactory bid bond executed by the Bidder and acceptable sureties in an amount equal to five percent (5%) of the bid. The surety company must be authorized to do business in the state where the project is located and must be acceptable to the Government. If the bid guarantee is not submitted with the bid, the PHA will reject the bid.

Proposals shall be made on unaltered bid forms which are incorporated herein. All blank spaces shall be completed. Proposals shall be signed with name typed below signature. When bidder is a corporation, proposals must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bond or bonds acceptable to the Housing Authority all in accordance with Clause No. 10, Assurance of Completion, of the Instructions to Bidders.

Attention is called to the provisions for equal employment opportunity and that payment of not less than the minimum salaries and wages as set forth in the Specifications must be paid on this project. Any State rate that exceeds the corresponding Federal rate is inapplicable and shall not be enforced.

Representations, Certifications and Other Statements of Bidders, Form HUD-5369-A shall be submitted with the bid.

Bidders shall carefully examine the documents and construction site to obtain firsthand knowledge of the existing condition. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

The Housing Authority reserves the right to reject any or all bids or to waive any informalities in the bidding.

No bid shall be withdrawn for a period of sixty days (60) subsequent to the opening of bids without the consent of the Housing Authority.

Pike County Housing Authority

Date: March 23, 2026

By: Chris Bruns

Title: Executive Director

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Pike County Housing Authority  
Attn: Mr. Chris Bruns, Executive Director  
838 Mason Street  
P.O. Box 123  
Barry, Illinois 62312

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

## SUPPLEMENT TO THE INSTRUCTIONS TO BIDDERS

This Supplement is to be used in conjunction with "Instruction to Bidders for Contracts-Public and Indian Housing Programs", Form HUD-5369, (10/02), and shall take precedence over and modify applicable statements where contained therein and shall become a part of the Bidding Documents.

### MODIFY THE FOLLOWING CLAUSES:

#### CLAUSE 5; LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BIDS:

Add the Following Subparagraph (1) to Paragraph 5 (b)

- (1) Modification or withdrawal sent by facsimile of bid already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification or withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the bid opening.

#### CLAUSE 8; CONTRACT AWARD

Expand to include the following paragraph:

- (h) Low Bidder must submit completed Schedule of Subcontractors, Form SS-1, of this specification with their bid.

### ADD THE FOLLOWING CLAUSES:

#### CLAUSE 13; SPECIAL EQUAL OPPORTUNITY PROVISIONS:

- (a) Minority Subcontracts:

A goal has been established of awarding at least 20 percent of the dollar value of the total contract amount to minority business enterprises. Bidders will be required to solicit bids for any subcontracts from available minority contractors and contractor associations (Executive Order 11625).

#### CLAUSE 14; SECTION 3 EMPLOYMENT PROVISIONS:

- (a) Residents' Employment:

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The Contractor will include Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial

assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.
- (6) The Contractor and all subcontractors shall submit a completed "Existing Employee List" which lists all employee workers/employees, whether they are administrative, clerical, or labor, at the time of the signing of the Contract/Subcontract. (Form EEL included in this project manual).

#### CLAUSE 15; TAXES

- (a) Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation or Use Taxes (Sales Taxes). The Bidder shall exclude such taxes from consideration in preparing his bid. Exemption certificate for these taxes will be furnished by the PHA.

#### CLAUSE 16; DISCLOSURE of LOBBYING ACTIVITIES

- (a) The contract is subject to limitations on payments to influence federal transactions and anti-lobbying activities. Contractor must complete Form HUD 50071 and the SF-LLL and submit to the PHA with the contracts prior to signature of the contracts by the PHA.
- (b) Any subcontractor with a contract value exceeding \$100,000.00 must also complete the forms to the PHA before the PHA will approve the subcontractor.

END SITB.

BID FOR  
DEMOLITION OF BUILDINGS  
PROJECTS IL-71-9/PITTSFIELD AND IL-71-13/PITTSFIELD  
PIKE COUNTY, ILLINOIS

BID FORM

Pike County Housing Authority  
838 Mason Street - P.O. Box 123  
Barry, Illinois 62312

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, Supplement to the Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and Payment Bond or Bonds, the General Conditions of the Contract for Construction, the Special Conditions, the General Requirements, and the Technical Specifications) and Addenda, if any thereto, as prepared by Eggemeyer Associates Architects, Inc., and on file in the offices of the Housing Authority and the Architect, hereby proposes to furnish all labor, materials, equipment and services required for Demolition of Buildings at Projects IL-71-9/Pittsfield and IL-71-13/Pittsfield, Illinois all in accordance therewith, for the BASE BID sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).

2. The Base Bid is understood to include only those products which are specified in the bidding documents. Following is a list of SUBSTITUTE PRODUCTS which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid.

Bidder understands that acceptance of any proposed substitution is at the PHA's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

<u>Manufacturer's Name and Product</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The bidder acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

4. If awarded the contract for work on the project, Bidder agrees to perform all of the work, and be fully completed, within ninety (90) consecutive calendar days from the date stated in the Notice to Proceed. The Notice to Proceed will be issued within sixty (60) calendar days from the Contract Award.

a. See Clause 25 of the Special Conditions for supplemental completion times for specific work items.

5. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

6. Security in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

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

8. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports; and that representations indicating submission of required reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

Date \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

Official Address:

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

(SEALED - If Bid by Corporation)

(State of Incorporation \_\_\_\_\_)

(SIGN ORIGINAL ONLY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

\_\_\_\_\_

(name of Principal)

as PRINCIPAL, and

\_\_\_\_\_, as Surety

(name of Surety)

are held and firmly bound unto the Pike County Housing Authority, hereinafter called the "PHA", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for Demolition of Buildings at Projects IL-71-9/Pittsfield and IL-71-13/Pittsfield in Pike County, Illinois.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the PHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said bid and the amount for which the PHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)
_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)

Attest:

_____	_____
	(Corporate Principal)
	_____
	(Business Address)

Affix

Corporate Seal

By \_\_\_\_\_

Attest:

_____	_____
	(Corporate Surety)
	_____

Affix

Corporate Seal

By \_\_\_\_\_

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know this signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate)  
( Seal )

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

State of \_\_\_\_\_)ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being  
first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid for Demolition of Buildings at Projects IL-71-9/Pittsfield and IL-71-13/Pittsfield in Pike County, Illinois, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Pike County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

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

\_\_\_\_\_  
Notary

SCHEDULE OF SUBCONTRACTORS

The following list constitutes the complete list of Subcontractors to be used in executing the construction project. The Bidder understands that no deviation from those businesses listed below after signing the contract is allowed without the written approval from the Architect. If no Subcontractor is to be used, indicate with "not applicable". This form must be submitted with their bid. Indicate whether the proposed subcontractor is a Section 3 Business.

<u>Trade Description</u>	<u>Subcontractor</u>	<u>Address</u>	<u>Section 3 Business</u>	
ABATEMENT			<input type="checkbox"/> Y	<input type="checkbox"/> N
DEMOLITION			<input type="checkbox"/> Y	<input type="checkbox"/> N
EXCAVATING/GRADING			<input type="checkbox"/> Y	<input type="checkbox"/> N
PLUMBING			<input type="checkbox"/> Y	<input type="checkbox"/> N
ELECTRICAL			<input type="checkbox"/> Y	<input type="checkbox"/> N
OTHER:			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N
			<input type="checkbox"/> Y	<input type="checkbox"/> N



FORM OF CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between a corporation organized and existing under the laws of the State of \_\_\_\_\_ a [partnership consisting of \_\_\_\_\_ or individual trading] as

[CONTRACTOR NAME AND ADDRESS.....]

hereinafter called the 'Contractor' and

[PHA NAME AND ADDRESS.....]

hereinafter called the "PHA"

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for [PROJECT NAME.....] at Project [PROJECT NUMBER AND LOCATION] in strict accordance with the Specifications, Addenda thereto numbered \_\_\_\_\_ and dated \_\_\_\_\_ and \_\_\_\_\_, and Drawings referred to therein, all as prepared by Eggemeyer Associates Architects, Inc., which said Specification, Addenda and Drawings are incorporated herein by reference made a part hereof.

ARTICLE 2. Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of Dollars (\$\_\_\_\_\_).

ARTICLE 3. Non-Discrimination. "During the performance of this contract, the contractor agrees as follows:

"(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions 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 by the contracting officer setting forth the provisions of this non-discrimination clause.

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

"(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

ARTICLE 4. Resident Employment (Section 3). "During the performance of this contract, the Contractor agrees as follows:

"(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

"(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

"(4) The Contractor will include Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

“(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

“(6) 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 person other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 CFP part 75.

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

“(8) With respect to work performed in connection with Section 3 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 subcontractors shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogations compliance with Section 7(b).

ARTICLE 5. Interest by Members of Local Authority and Governing Body. No member, officer, or employee of the Local Authority, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the Local Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 6. Contract Documents. The contract shall consist of the following component parts:

- a. This Instrument
- b. The following documents which are included in the Project Manual;
  - i. General Conditions of the Contract for Construction, Form HUD-5370 (11/2023)
  - ii. Special Conditions
  - iii. General Requirements, Division 01
  - iv. Technical Specifications
- c. Drawings
- d. Addenda

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 7. Contract Time. The Contractor shall complete all the work required by the Contract within xxxx (xx) consecutive calendar days from the starting date indicated on the Notice to Proceed.

ARTICLE 8. Employee Verification (E-Verify). All Contractors who perform work under this contract shall register and complete employee verification with USCIS E-Verify System to verify that all of the Contractor's new hires, and all employees (existing and new) directly performing work under federal contracts, are authorized to work in the United States. Contractor must complete the verification within 30 calendar days of contract award and provide proof to the PHA. Contractors may find information and links to register at [www.uscis.gov](http://www.uscis.gov).

FORM OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in Three original counterparts as of the day and year first above written.

Attest:

\_\_\_\_\_

(Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address:

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

Attest:

\_\_\_\_\_

[Housing Authority Name .....]

By \_\_\_\_\_

[Name.....]

Title \_\_\_\_\_

Business Address:

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

CERTIFICATION

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein that \_\_\_\_\_, who signed the said contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that I know this signature, and his signature thereto is genuine; and that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate)  
(Seal)

\_\_\_\_\_

(Print or type names under all signatures.)

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ as  
Principal, hereinafter called Contractor, and,

\_\_\_\_\_ as Surety,  
hereinafter called Surety, are held and firmly bound unto the [PHA NAME AND ADDRESS] as Oblige, hereinafter  
called the PHA, in the amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a contract  
with the PHA for [PROJECT TITLE] at Project [PROJECT LOCATION], in accordance with Drawings and  
Specifications prepared by Eggemeyer Associates Architects, Inc., 3029 South Park Ave./P. O. Box 640, Herrin, Illinois  
62948, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and  
faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and  
effect.

The Surety hereby waives notice of any alteration or extension of time made by the PHA.

Whenever Contractor shall be, and declared by the PHA to be in default under the Contract, the PHA have performed  
Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon  
determination by Surety of the lowest responsible bidder, or, if the PHA elects, upon determination by the PHA and the  
Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the PHA, and make  
available as work progresses (even though there should be a default or a succession of defaults under the contract or  
contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of  
the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder,  
the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph,  
shall mean the total amount payable by the PHA to Contractor under the Contract and any amendments thereto, less the  
amount properly paid by the PHA to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment  
under the Contract falls due.

## FORM OF PERFORMANCE AND PAYMENT BONDS

AND, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the PHA that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The PHA shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the PHA or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid; in an envelope addressed to the Principal, the PHA or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

FORM OF PERFORMANCE AND PAYMENT BONDS

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

_____	_____	_____
(Witness)	(Principal)	(Seal)
	_____	
	(Title)	
_____	_____	_____
(Witness)	(Surety)	(Seal)
	_____	
	(Title)	

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.  
The total amount of premium charged is \$\_\_\_\_\_.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know this signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate)  
( Seal )  
\_\_\_\_\_

(Print or type names under all signatures.)

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

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## 1. Definitions

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

## 2. Contractor's Responsibility for Work

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

## 3. Architect's Duties, Responsibilities, and Authority

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

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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

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

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

#### 6. Construction Progress

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

#### 7. Site Investigation and Conditions Affecting the Work

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

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

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

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

#### 12. Permits and Codes

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

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

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

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

### 13. Health, Safety, and Accident Prevention

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

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

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

## 17. Temporary Buildings and Transportation of Materials

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

## 18. Clean Air and Water

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

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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

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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

accordance with the terms and conditions of the

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

**27. Payments**

retain ten (10) percent of the amount of progress

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

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

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

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

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

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

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

### 31. Disputes

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

### 32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

### 37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

### 39. Equal Employment Opportunity

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

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

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47. Non-Federal Prevailing Wage Rates

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

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

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

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

48. Procurement of Recovered Materials.

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

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## SPECIAL CONDITIONS

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## SPECIAL CONDITIONS

### 1. AMENDMENTS TO THE GENERAL CONDITIONS

The following Amendments modify, change, delete from or add to the General Conditions of the Contract for Construction, Form HUD-5370 (01/2014). Where any Clause or any Subparagraph thereof is modified or deleted by these supplements, the unaltered provisions of that Clause, Paragraph or Subparagraph shall remain in effect.

#### CLAUSE 2; CONTRACTOR'S RESPONSIBILITY FOR WORK

Expand Paragraph 2 (c) as follows:

- (c) The General Contractor shall provide full time supervision of the project by providing a superintendent acceptable to the PHA. The use of a trade foreman or a "working superintendent" is acceptable. Supervision must be provided when any work is going on at the projects (except during abatement activities). Provide to the PHA for a approval the resume for the proposed superintendent prior to the Preconstruction Meeting.

#### CLAUSE 7; SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Expand to include the following paragraphs:

- (c) Bidders shall carefully check the drawings and compare with existing conditions to ascertain the full amount of work involved. The Contractor will be required to execute all labor and provide all material to carry out all the work required to obtain the results as indicated on the drawings and in the specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials not shown on the drawings and/or specified, but which are required to obtain the above mentioned results.
- (d) The Contractor shall accept the premises as he finds them upon the signing of the contract. He shall completely remove the existing work so indicated on the drawings, and/or as specified and as may be required to permit the proper installation of new work. All debris and demolished materials resultant from removal shall be legally disposed of by EPA approved methods.
  - 1. Contractor's attention is directed to the special handling and precautions required in conjunction with the asbestos abatement procedures as set forth in the contract documents.

#### CLAUSE 9; SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

Add the following paragraph:

- (j) See Section 01 33 23 of Division 1, General Requirements for project specific requirements related to shop drawings and samples.

#### CLAUSE 12; PERMITS AND CODES

Add the following paragraph:

- (c) Contractor shall provide copies of all permits prior to the issue of the Notice to Proceed.

#### CLAUSE 14; HEATING

This clause is not applicable to this project.

#### CLAUSE 15; AVAILABILITY AND USE OF UTILITY SERVICES

Expand to include the following paragraphs as follows:

- (c) Sanitary Arrangements: The Contractor shall provide adequate sized watertight temporary toilet facilities at the site as required. These temporary toilet facilities shall conform to EPA requirements and all local ordinances and regulations. They shall be maintained clean and sanitary at all times and

shall be at locations approved by the PHA. Upon project completion, the Respective Contractor shall remove all temporary facilities from the site(s) and remove all evidence of same.

- (d) Water Service & Supply: The Contractor will furnish and install any necessary connections, valves, extensions, etc. for temporary water service. Water is available at the project site and cost of water for construction purposes shall be borne by the PHA. If, in the Architect's opinion, an unusual or excessive amount of water is used due to negligence or through leakage created by construction, the Contractor shall be backcharged accordingly.
- (e) Electrical: The Contractor shall provide all necessary power sources for equipment, etc. as required. Power sources shall be from the utility or by portable generators. Contractors will not be allowed to use power from units.
- (f) Dumpsters and Containers: The Contractor shall provide appropriate trash and rubbish containers as necessary to properly contain and safely store all rubbish from his activities. Stockpiling of removed material will not be allowed. All rubbish must be removed from the site or properly contained at the end of each work day, including removed site construction.

#### CLAUSE 17; TEMPORARY BUILDINGS AND TRANSPORTATION OF MATERIALS

Add the following paragraph:

- (c) Each Contractor shall make all necessary arrangements with the PHA regarding parking of storage vehicles, on-site stockpiling of materials and parking for workmen. The Contractor will be responsible for security and for restoring disturbed lawn areas and paving to original (or better) condition if disturbed by his operation.
- (d) The Contractor shall be responsible for providing field office facilities (if needed). The use of a vacant dwelling unit as a temporary office will not be permitted.

#### CLAUSE 20; INSPECTION AND ACCEPTANCE OF CONSTRUCTION

Expand Paragraph 20 (j) to include the following subparagraph:

- (1) Upon notification by the Contractor to the PHA of accomplishment of substantial completion, the PHA will arrange with the Architect to perform a Substantial Completion Inspection. The cost for the initial inspection and first review of the punch list shall be borne by the PHA. All subsequent inspections by the Architect necessary to verify completion of **ALL** work items shall be charged to the Contractor at the cost of \$700.00 per trip.

#### CLAUSE 25; CONTRACT PERIOD

Replace Clause 25 with the following paragraphs:

- (a) The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed, including punch list items, within ninety (90) consecutive Calendar days thereafter.
  - (1) After completion of the Substantial Completion Inspection by the Architect, the Contractor shall complete or correct **ALL** items listed on Substantial Completion Inspection report within fourteen (14) calendar days from the date of the Substantial Completion Inspection.
- (b) The asbestos abatement work shall be completed within twenty-eight (28) 8-hour working days, after the time stipulated in the Notice to Proceed to commence.

#### CLAUSE 27; PAYMENTS

Expand Paragraph 27(j) to include the following subparagraph:

- (1) Each Application for Payment following the first submittal shall be accompanied by signed and notarized waivers of lien from the Prime Contractor for the total amount previously paid and individual notarized waivers of lien from each subcontractor and material supplier based upon the amounts previously drawn for each category of work.

#### CLAUSE 29; CHANGES

Replace Paragraph 29 (f) with the following:

- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract, in at least the following details, on the Contract Modification Request Form (CMR) provided by the Architect and included in the Project Manual:
  - (1) Direct Costs.
    - (aa) Materials (list individual items, quantity and unit costs, and subtotal)
    - (bb) Transportation and delivery costs associated with materials;
    - (cc) Labor breakdowns by hours for each trade involved with specific work to be performed. Labor costs shall be submitted on the Labor Cost Breakdown Form (LCB) provided by the Architect and included in the Project Manual;
    - (dd) Purchased or rented equipment cost exclusively necessary for the change;
  - (2) Indirect Costs. Indirect costs (overhead) may include general and administrative expenses, supervision, liability, insurance, and fringe benefits not normally treated as direct costs.
  - (3) The allowable overhead shall be determined in accordance with the Contract Cost Principle and Procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31) in effect on the date of this contract. The percentages for overhead and profit may be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the Contractor demonstrates entitlement to a higher percentage:
    - (aa) Contractors and subcontractors may add up to a total of 20% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of \$100.00 is allowed on work performed by their firm.
    - (bb) The Contractor or subcontractor may add 10%, or a minimum fee of \$50.00, to the cost of work performed by all lower tier subcontractors.
    - (cc) No contractor is allowed a profit on the profit received by any subcontractor.
  - (4) Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

#### CLAUSE 33; LIQUIDATED DAMAGES

Expand the fourth line of Paragraph (a) to include the following amounts for liquidated damages:

"the sum of \$100.00 for each calendar day the work is not completed within the time established in Clause 25 (a) and the sum of \$760.00 per 8 hour work day required to complete the asbestos abatement work beyond the time established in Clause 25 (b)".

CLAUSE 36; INSURANCE

Expand Paragraph 36(a) as follows:

Include the PHA, Architect, and the Air Monitoring Consultant as named additional insureds for contingent liability on all liability insurance policies required to be purchased under provisions of these Contract Documents. Each Contractor shall indemnify and hold harmless the Housing Authority and its employees and the Architect and its consultants from and against all claims for personal injury or property damage, including claims against the Housing Authority, its agents or employees, for all losses and expenses, including attorneys fees that may be incurred by the Housing Authority and or any of its agents defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefit Acts. Each Contractor shall provide the Housing Authority a Certificate of Insurance listing the Housing Authority as "Certificate Holder".

Replace Paragraphs 36(a)(2) and 36(a)(3) with the following:

- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

Replace the last sentence of Paragraph 36 (c) with the following:

All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer, except for non-payment of premiums which shall be not less than 10 day prior written notice.

Add Paragraph 36(d) as follows:

- (d) In addition to the insurance coverage previously set forth the Abatement Contractor will provide and maintain asbestos pollution liability insurance coverage for all abatement work and testing for removal of asbestos on this project; this policy shall name the contractor as insured with the following also named as "additional insureds" for contingent liability for work under this portion of the project;

The PHA and its employees  
Testing Firms  
Architects  
Consultants

- (1) The policy will essentially provide coverage for an occurrence (accident) arising out of the actual, alleged or threatened discharge, dispersal, release, escape, ingestion or presence of asbestos during its abatement or removal or the testing for the presence of asbestos.
- (2) Limits of Asbestos Liability Insurance \$1,000,000 per occurrence with \$2,000,000 aggregate.

CLAUSE 46; LABOR STANDARDS-DAVIS-BACON AND RELATED ACTS

Add the following Subparagraph (5) to Paragraph 46(a):

- (5) Schedules of the minimum rates of pay applicable to the Contract are included in the Project Manual. General Wage Decision No. IL20260023 pages numbered 1 through 9 is applicable to all work. Any state rate that exceeds the corresponding federal rate is inapplicable and shall not be enforced.

ADD THE FOLLOWING CLAUSES

CLAUSE 49; COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
  1. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the PHA or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid in any telegraph company for transmission, in each case addressed to such office.
  2. All papers required to be delivered to the PHA or Architect shall, unless otherwise specified in writing to the Contractor be delivered to the Architect at P. O. Box 640, Herrin, Illinois 62948, and any notice to or demand upon the PHA or Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Architect at such address, or to such other representatives of the PHA or to such other address as the PHA may subsequently specify in writing to the Contractor for such purpose.
  3. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

CLAUSE 50; DISCLOSURE of LOBBYING ACTIVITIES

- (a) The contract is subject to limitations on payments to influence federal transactions and anti-lobbying activities. Contractor must complete Form HUD 50071 and the SF-LLL and submit to the PHA with the contracts prior to signature of the contracts by the PHA.
- (b) Any subcontractor with a contract value exceeding \$100,000.00 must also complete the forms to the PHA before the PHA will approve the subcontractor.

3. SCHEDULE OF DRAWINGS (Dated March 23, 2026)

<u>Drawing No.</u>	<u>Title</u>
G-1	COVER SHEET
C-1	KEY SITE PLANS
C-2	ENLARGED SITE PLANS AND NOTES
C-3	ENLARGED SITE PLAN
U-1	SITE UTILITY PLAN, MAINTENANCE BUILDING PLAN, AND NOTES
AR-1	ABATEMENT PLANS AND NOTES
AR-2	ABATEMENT PLAN
D-1	DEMOLITION PLANS, FOUNDATION PLANS, PICTURES, AND NOTES
D-2	EXTERIOR ELEVATIONS AND BUILDING SECTION - IL-71-9/PITTSFIELD
D-3	DEMOLITION PLAN, FOUNDATION PLAN, AND PICTURES
D-4	EXTERIOR ELEVATIONS AND DETAILS - IL-71-13/PITTSFIELD

END SPC

**CONTRACT MODIFICATION REQUEST #**

**PHA:** \_\_\_\_\_

**MOD PROGRAM #**

**CONTRACTOR:  
CONTRACT:  
PROJECT NO'S.:**

**ITEM #** \_\_\_\_\_

**SUPPORTING COST DATA**

(ADDITION) (DELETION)

**GENERAL DESCRIPTION:**

**MATERIALS:**

<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
--------------------	----------------------------	-----------------	------------------	-----------------

**TOTAL MATERIALS - \$**

**LABOR:**

<u>Classification</u>	<u>Man-hours</u>	<u>Rate</u>	<u>Subtotal</u>
-----------------------	------------------	-------------	-----------------

**TOTAL LABOR - \$**

<b>Sub-contractor Cost</b>	\$
<b>Overhead @ _____%</b>	
<b>Profit @ _____%</b>	
<b>Sub-contractor Total Cost</b>	\$

<b>Contractor Cost</b>	\$
<b>Overhead @ _____%</b>	
<b>Profit @ _____%</b>	
<b>Bonds @ _____%</b>	

<b>TOTAL COST</b>	\$
-------------------	----

**NOTE: Complete this form for each individual trade item which changes the dollar amount of the contract as a part of this proposed change order.**

**CONTRACT MODIFICATION – LABOR COST BREAKDOWN**

Housing Authority: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_ Mod. Program No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Subcontractor(s): \_\_\_\_\_

Cost Per Hour	Trade Journeymen		Foremen		Trade Journeymen		Foremen	
	Journeymen	Foremen	Journeymen	Foremen	Journeymen	Foremen	Journeymen	Foremen
<b>a. Base wages (taxable)</b>								
<b>b. Fringes</b>								
<b>c. Union dues (if applicable)</b>								
<b>d. FICA (___ % of a.)</b>								
<b>e. Fed. unemp (___ % of a.)</b>								
<b>f. IL unemp (___ % of a.)</b>								
<b>g. Wrkmm's Comp (___ % of a.)</b>								
<b>h.</b>								
<b>i.</b>								
<b>j. Total Labor Cost/Hour</b>								

This form shall be completed for all trades applicable to the modification and submitted with initial contract modification or the first modification which affects the trade. A breakdown of your overhead cost shall be submitted to establish a percentage for mark-up on the net cost.

"General Decision Number: IL20260023 01/30/2026

Superseded General Decision Number: IL20250023

State: Illinois

Construction Type: Residential

Counties: Adams, Brown, Calhoun, Cass, De Witt, Fulton, Greene, Hancock, Henderson, Knox, Logan, Mason, McDonough, Mercer, Morgan, Piatt, Pike, Schuyler, Scott and Warren Counties in Illinois.

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

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

CARP0004-015 07/01/2025

HENDERSON and MERCER COUNTIES

	Rates	Fringes
CARPENTER (excluding drywall hanging and including batt insulation)		
Rate A: Multi-Unit building/structure containing more than 8 units used exclusively as individual residences.....	\$ 31.27	24.23
Rate B: Single family home, duplex, and multi-unit building up to and including 8 units, such as rowhouse, townhouse, and condominium.....	\$ 22.65	16.43

-----  
CARP0237-007 05/15/2020

FULTON AND MASON COUNTIES

	Rates	Fringes
Carpenters: (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.22	29.10

-----  
CARP0237-014 05/15/2020

KNOX COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.22	29.10

-----  
CARP0237-019 05/15/2020

DE WITT COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.21	29.10
-----		
CARP0270-008 05/15/2020		

ADAMS COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.73	28.60
-----		
CARP0270-019 05/01/2017		

PIATT COUNTY

	Rates	Fringes
CARPENTER, Includes Batt Insulation (excluding drywall hanging).....	\$ 28.25	25.99
-----		
CARP0270-025 05/15/2020		

BROWN, CASS, GREENE, MORGAN, PIKE, SCHUYLER (Except area lying North of State HWY #101 to US HWY 67 South of US HWY #67 1 1/4 mile from this point to the Southwest corner of Fulton County), and SCOTT (North of Route 54) COUNTIES

	Rates	Fringes
CARPENTER, Includes Batt Insulation (excluding drywall hanging).....	\$ 30.02	28.60
-----		
CARP0270-027 05/01/2017		

HANCOCK COUNTY (Eastern 1/3) and SCHUYLER COUNTY (North of Illinois HWY #101 to U.S. HWY# 67, South of U.S. HWY #67 1/4 mi. from this point to the Southwest corner of Fulton County)

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.95	25.99
-----		
CARP0270-028 05/01/2017		

LOGAN COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.92	25.99

-----  
CARP0270-029 05/01/2017

WARREN COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.95	25.99

-----  
CARP1111-001 05/01/2021

CALHOUN COUNTY

	Rates	Fringes
Carpenter/Lather Projects of housing units, not to exceed four (4) stories, that are three (3) or more buildings. Housing units shall include single family dwelling, duplexes, apartment buildings, and condominiums.....	\$ 31.55	18.90
Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer).....	\$ 36.08	18.90

-----  
ELEC0034-008 03/01/2025

GALESBURG DIVISION - FULTON (Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, & Hickory TWPS), HENDERSON, KNOX, MCDONOUGH, (Blandinsville, Prairie City, Emmet, Tennessee, Scotland, Sciota, Bushnell, Chalmers TWPS), MERCER (Ohio Grove, Suez, & North Henderson TWPS) and WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.58	18.50

-----  
ELEC0034-009 03/01/2025

RESIDENTIAL

QUINCY DIVISION - ADAMS, BROWN, HANCOCK, MCDONOUGH (Lamoine, Bethel, Industry, and Eldorado) PIKE, and SCHUYLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.58	18.50

-----  
ELEC0034-010 03/01/2025

RESIDENTIAL

PEORIA DIVISION - FULTON (Except Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, and Hickory TWPS) and MASON (Except Lynchburg, Bath, Kilbourne, Crane Creek, Mason City & Salt Creek Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.58	18.50

-----  
ELEC0145-010 09/01/2025

MERCER COUNTY (Except Ohio Grove, North Henderson, and Suez)

	Rates	Fringes
ELECTRICIAN.....	\$ 19.60	17.81

-----  
\* ELEC0193-006 06/02/2025

CASS, LOGAN, MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Mason City & Salt Creek Twps), MORGAN & SCOTT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.83	3.5%+16.25

-----  
ELEC0601-005 06/01/2025

DE WITT AND PIATT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.02	15.23

-----  
ELEC0649-004 09/01/2023

CALHOUN AND GREENE COUNTIES

	Rates	Fringes
ELECTRICIAN		

Up to and including a six family apartment building, but excluding multi-building apartment complexes or apartment buildings that have commercial stores or professional quarters in conjunction with commercial ventures such as nursing homes, motels, inc.....

\$ 30.49	8.58
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-----  
LAB00218-008 08/01/2022

GREENE COUNTY (Roadhouse)

	Rates	Fringes
LABORER: Landscape.....	\$ 32.84	27.89

-----  
LAB00231-003 05/01/2019

FULTON COUNTY

Rates	Fringes
-------	---------

Landscape Laborer.....	\$ 23.20	26.05
-----		
LAB00231-006 05/01/2014		

HANCOCK AND MCDONOUGH COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 26.04	20.75
-----		
LAB00231-008 05/01/2014		

ADAMS COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 21.06	20.18
-----		
LAB00253-003 05/01/2004		

BROWN, CASS, MASON, MORGAN, PIKE, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 20.49	9.85
-----		
LAB00309-007 05/01/2024		

MERCER COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 28.56	24.10
-----		
LAB00538-003 05/01/2021		

HENDERSON, KNOX, and WARREN COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 31.15	26.70
-----		
LAB00703-003 05/01/2024		

PIATT COUNTY (South Half)

	Rates	Fringes
Landscape Laborer.....	\$ 33.82	28.44
-----		
LAB00703-005 05/01/2024		

DE WITT AND PIATT (North of a line drawn East to West through the City limits of Ivesdale) COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 33.82	28.44
-----		
SHEE0001-004 05/01/2024		

FULTON COUNTY

	Rates	Fringes
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Sheet Metal Worker (Excluding HVAC Duct).....	\$ 28.18	33.06
-----		
SHEE0091-004 06/01/2024		

KNOX, MCDONOUGH, MERCER AND WARREN COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct).....	\$ 41.47	25.26
-----		
SHEE0091-007 06/01/2023		

ADAMS, CALHOUN, HANCOCK, HENDERSON AND PIKE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct).....	\$ 33.95	23.58
-----		
SHEE0218-005 06/01/2022		

BROWN, CASS, LOGAN, MASON, MORGAN, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Sheet Metal Worker (Excluding HVAC duct work).....	\$ 26.73	26.48
-----		
SHEE0218-006 06/01/2007		

PIATT COUNTY

	Rates	Fringes
Sheet Metal Worker (Excluding HVAC duct work).....	\$ 21.00	10.19
-----		
SHEE0268-004 07/01/2025		

GREENE COUNTY

	Rates	Fringes
Sheet Metal Worker.....	\$ 34.27	17.44
-----		
SUIL1995-001 04/04/1995		

	Rates	Fringes
BRICKLAYER.....	\$ 12.00	
Laborer, Unskilled.....	\$ 14.96	2.58
PLUMBER (Excluding HVAC work)....	\$ 17.42	6.60
-----		

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

PART 1. GENERAL

1.1 DESCRIPTION OF WORK

- A. The scope of work consists of Demolition of Buildings at Project IL-71-9/Pittsfield and IL-71-13/Pittsfield in Pike County, Illinois funded through Modernization Program No. IL01P071-501-24. The scope of work essentially includes the following work and shall be bid under one lump sum contract.
  - 1. Base Bid:
    - a. IL-71-9/Pittsfield:
      - 1) Demolition of two buildings, including abatement of asbestos materials, demolition of the structures, capping of utilities, and restoration of site/lawn area.
    - b. IL-71-13/Pittsfield:
      - 1) Demolition of 530 East Adams Street. This will include abatement of asbestos material, demolition of the structure, capping utilities, and restoration of the site/lawn areas.

1.2 EXISTING CONDITIONS

- A. Protection of Existing Surfaces: It shall be the responsibility of the Contractor to protect the existing adjacent building exteriors, paving, walks and landscaping to remain from damage during work under this contract. Provide temporary protection as required and replace damaged items or surfaces at no cost to the PHA.
- B. Contractors attention is directed to the presence of asbestos. Contractor shall not disturb the material, unless work is performed by certified workers with the required training and documentation.
- C. Comparison of Drawings with Existing Conditions and Measurements: Bidders shall carefully check the drawings and compare with existing conditions to ascertain the full amount of work involved. The Contractor will be required to obtain the results as indicated on the drawings and in the specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials as are not shown on the drawings and/or specified, but which are required to obtain the above mentioned results.

1.3 SITE RESTRICTIONS

- A. The Owner has adopted a strictly enforced No Smoking or Vaping policy that will be in affect at the site throughout the duration of the project.
- B. See Section 01 32 00 for additional site requirements and phasing of work requirements.

1.4 OCCUPANCY OF THE BUILDINGS

- A. The adjacent buildings will be occupied during the entire execution of the work; coordinate with PHA for the scheduling of work. Precaution should be taken to protect the Tenant's Belongings (Furniture, vehicles, Etc.).
- B. All of the buildings units scheduled for demolition will be vacated and made available to allow for the execution of the work.
- C. In addition to the scheduling and sequencing set forth in A. The Contractor shall carefully sequence the asbestos abatement to avoid conflict with other work.
- D. The Contractor shall make all arrangements and perform his work so as to minimize the disturbance of the occupants or operation of the other buildings on the sites. Provide all necessary safety enclosures barricades and fences for work areas, equipment, hoists, etc.

1.5 POLLUTION CONTROL AND REMOVALS

- A. Implement pollution control methods during removal operations; all removed materials not designated for reinstallation shall be disposed of off-site by EPA approved methods.

- B. See Section 02 08 00 - Asbestos Abatement for special requirements in conjunction with that portion of the work.
1. The General Contractor shall be responsible for acquiring an Asbestos Abatement Contractor with a current license with the Illinois Department of Public Health (IDPH) Asbestos Abatement Contractor's License. This license shall remain in effect for the duration of the project.
  2. All workers on the job site shall meet the OSHA 1926.1101 work training requirements. Certificates of compliance shall be submitted to the Owner's Representative at the Pre-Construction Meeting.
  3. All abatement workers must have current Illinois Department of Public Health (IDPH) asbestos abatement workers certificates.
  4. All workers must sign waivers of liability forms and certificates of workers' acknowledgment prior to commencement of work.
  5. Evidence of worker medical examinations must be submitted to the Owner's Representative at the Pre-Construction Meeting.
  6. The Contractor shall submit a Hazard Communication Plan to the Owner's Representative at the Pre-Construction Meeting.
  7. The Abatement Contractor shall provide all proper monitoring, testing, reports and disposal tickets for the PHA's records.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor base all bids on providing all products as specified.
  - 1. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturers, subject to the Architect's approval.
  - 2. For products specified by naming several products or manufacturers, select any product and manufacturer named.
    - a. When only one product and manufacturer is specified, Contractor may propose a substitution or option as hereinafter set forth.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
  - 1. Proposal Form - Proposed Product Substitution List.
  - 2. 01 33 23 - Shop Drawings, Project Data & Samples.
  - 3. Respective Specification Sections.

1.3 SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. PRIOR TO BID OPENING: The Architect will consider written requests to amend the bidding documents to all products not specified provided such requests are received at least ten (10) calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect will issue an appropriate addendum not less than seven (7) calendar days prior to bid opening date.
- B. WITH BID: A Bidder may propose substitutions with his bid by completing the Proposed Product Substitution List in the Proposal Form, subject to the provisions stated thereon. Architect will review Proposed Product Substitution List of low bidder and recommend approval or rejection by the Owner prior to award of Contract.
- C. AFTER AWARD OF CONTRACT:
  - 1. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:
  - 2. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution, with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to any separate contracts.

1.4 SUBSTITUTION REQUIREMENTS

- A. Submit three (3) copies of each request including all data and samples, if applicable.
- B. Substitutions will not be considered if:
  - 1. They are indicated or implied on shop drawing submissions without the formal request required in Para. 1.3 above; or
  - 2. For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General contractor shall prepare and maintain a detailed project schedule as described below. The project schedule includes logic diagrams, tables or computer printouts, and management reports. Contractor to provide schedule information for his own work.
- B. Sub-contractors shall provide schedule and work progress information to the General contractor for inclusion in the project schedule. Sub-contractors shall approve the project schedule prior to submission to Owner.
- C. The project schedule shall be the contractors' working schedule and used to execute the work, record and report actual progress. It shall show how the contractors plan to complete the work within the contract time and meet any contractually specified intermediate milestone dates.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
  - 1. 01 11 00 - Project Summary
  - 2. 01 31 10 - Project Meetings
  - 3. 01 33 23 - Shop Drawings, Product Data and Samples
  - 4. 01 37 00 - Schedule of Values

1.3 FORM OF SCHEDULE

- A. The project schedule shall be in the form of an activity oriented network diagram (Critical Path Method). Precedence format is not acceptable. The schedule shall be mathematically analyzed initially and at every update or revision and a tabulation for each activity shall include:

Preceding and following events by number.

Activity description and duration.

Earliest start and finish calendar dates for each activity.

Latest start and finish calendar dates.

Actual start and finish calendar dates

Total float in work days.

- B. Phasing of The Construction Work: The schedule shall provide sufficient detail and clarity so that the contractors can plan and control the work and the Owner and the A/E can readily monitor and follow the progress of all portions of the work. The critical activities must be clearly shown. The degree of detail must be satisfactory to the A/E and the Owner.

1.4 CONTENTS OF SCHEDULE

- A. The schedule must be inclusive of all installation tasks of the work.
  - 1. Include critical times and dates for work to be performed under separate contract or by Owner's workforce.
- B. Submittal and approval of shop drawings and material samples as well as delivery dates of major equipment shall be included in the project schedule.
- C. Activities duration shall be in whole working days and may not exceed fifteen (15) working days, except for non-construction activities such as procurement and delivery of materials and equipment.

## 1.5 UPDATING

- A. The project schedule shall be updated monthly. All contractors, subcontractors, and major suppliers with work remaining shall attend the update meetings.
- B. Actual activity completion dates shall be reported and recorded on the schedule.
- C. Progress on uncompleted activities shall be reported.
- D. Projected completion dates and activities shall be reviewed and revised if necessary.

## 1.6 REPORTS AND SUBMITTALS

- A. Within 30 days of the Authorization to Proceed, the coordinating contractor shall submit the project schedule to the A/E and the Owner.
- B. Five (5) days prior to the pay/progress meeting, the coordinating contractor shall submit the current updated schedule to the A/E and the Owner.
- C. The logic diagram shall be on 11" X 17" sheets unless approved otherwise by the A/E. Each sheet shall be clearly titled and include an approval block for the assigned contractors. Intermediate milestones shall be clearly indicated. Information on the logic diagram must match information on reports specified below.
- D. Each submittal shall include listing of activities by preceding event number and show all the information computed by the mathematical analysis required above.
- E. A management narrative report indicating the progress of the work, any revisions since last reporting period, any lost time required to be made up and the contractors' plan to maintain the schedule and meet the milestone dates and contract completion. The report will identify any potential delays and problem areas and their impact on the critical path and the project completion.

## 1.7 REVIEWS

- A. The A/E and the Owner shall review and may comment on the schedule at the pay/progress meeting. They may also attend the update meetings. The contractor(s) shall revise the schedule as directed by the A/E for compliance with the requirements herein.
- B. Payment and reduction of retainage may be denied by the Owner for failure to submit a proper schedule and maintaining work progress according to the project schedule.
- C. Neither the A/E's nor the Owner's review and/or comments shall indicate approval/disapproval of the schedule. Since the schedule is dependent on the contractors' proprietary information and commitments, the A/E and the Owner cannot and will not warrant the schedule to be correct and sufficient to meet the required contract dates.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Pre-Construction Meeting:

1. The Owner will schedule a meeting prior to the start of construction and representatives of the Owner, Architect, Prime Contractor, and Major Subcontractors shall have a representative attend the meeting.

B. Pay/Progress Meeting:

1. A monthly meeting will be scheduled at the job site to review the construction progress. A representative of the Owner, Architect, Prime Contractor, and Major Subcontractors with work in progress shall attend the meeting.

1.2 RELATED REQUIREMENTS

A. Specified Elsewhere:

1. 01 11 00 - Project Summary
2. 01 31 00 - Construction Schedule

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Contractor shall provide general coordination of the work.
- B. The Contractor will coordinate the work and monitor progress of each subcontractor during construction and until final payment and shall:
  - 1. Develop and maintain an overall project schedule - See Section 01 31 00.
  - 2. Coordinate schedule of each subcontractor.
  - 3. Monitor schedules as work progresses.

1.2 QUALITY ASSURANCE

- A. The Contractor will also establish on-site organization and lines of authority in order to carry out the overall plans of the Owner and the Architect on a coordinated bases.
- B. The Contractor shall provide a Plan of Operations
  - 1. Before any work is performed on the site, the Contractor shall cooperate with, and receive approval from the Owner in the preparation of his general "Plan of Operations" showing concisely the manner in which he proposes to carry out the work on the site. This will indicate the point of entrance, the area of storage of materials, the course he intends to pursue, the sequence of operations, the successive portions to be completed and such other general information as will assist the Owner in planning for continual operation of the facilities.
  - 2. The Contractor's Plan of Operations shall follow the Owner's established phasing of work, as follows:
    - a. Perform electrical service modifications to the Maintenance Building at project IL-71-13/Pittsfield prior to building demolition.
  - 3. Working hours shall be limited to 7:30 am to 4:30 pm Monday-Friday. No work may be performed on weekends or holidays without written permission from the Owner.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Contractor Provide:

1. Contractor layout of work under the contract.
2. Establish all working lines, levels, elevations, and measurements.

B. By others:

1. Architect/Engineer will furnish:
  - a. Locations, dimensions and data pertaining to proposed:
    - 1) Buildings
    - 2) Curbs

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. Section 01 11 00 - Project Summary

1.3 QUALITY ASSURANCE

A. Qualifications of Engineer/Surveyor:

1. Experienced in layout work of similar complexity.
2. Licensed by State of Illinois.

1.4 SUBMITTALS. The Owner may at any time require written verification of grades, lines, and levels by a licensed surveyor as work progresses.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDES

- A. Contractor shall make submittals to the Architect/Engineer. The General Contractor and the Architect/Engineer shall maintain a master list of submittals.
- B. General Contractor:
  - 1. Review Subcontractors submittals within 5 business days.
    - a. Verify field dimensions.
    - b. Verify compliance with Contract requirements.
  - 2. Certify review.
  - 3. Transmit reviewed submittals to Architect/Engineer.

1.2 DEFINITIONS

- A. Shop drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
  - 1. Prepared by qualified detailer.
  - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
  - 3. Maximum sheet size: 24" x 36"
- B. Product data:
  - 1. Manufacturer's standard schematic drawings, edited to fit this project.
  - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
    - a. Clearly mark each copy to identify pertinent materials, products or models.
    - b. Show dimensions and clearances.
    - c. Show wiring diagrams and controls.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.
  - 1. Office samples: Of sufficient size to clearly illustrate:
    - a. Functional characteristics of product or material.
    - b. Full range of color samples.
    - c. After review, samples may be used on construction of project.

1.3 SUBMITTAL SCHEDULE

- A. Submit schedule of all exhibits to the A/E within 15 business days after preconstruction meeting.
  - 1. Prepare schedule in bar chart format. Include:
    - a. Exhibit information.
    - b. Specification section and page number.
    - c. Date of submittal to Architect/Engineer.
    - d. Latest date for final approval.
    - e. Fabrication time.
    - f. Date of installation.
  - 2. Architect/Engineer will review and comment on exhibit schedule and will advise the Contractor as to which submittals require longer review durations.

1.4 SUBMITTAL REQUIREMENTS

- A. Accompany submittals with transmittal letter, in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. The number of shop drawings, product data and samples submitted.
5. Notification of deviations from Contract.
6. Other pertinent data.

B. Submittals shall include:

1. Date and revision dates.
2. Project title and number.
3. Names of:
  - a. Architect/Engineer.
  - b. Architect/Engineer's consultant.
  - c. Subcontractor.
  - d. Sub-subcontractor.
  - e. Supplier.
  - f. Manufacturer.
  - g. Separate detailer when pertinent.
4. Identification of product or material.
5. Relation to adjacent structure or material.
6. Field dimensions, clearly identified as such.
7. Specification section and page number.
8. Specified standards, such as ASTM number or ANSI.
9. A blank space, 5" x 5", for Architect/Engineer's stamp.
10. Identification of previously approved deviation(s) from contract documents.
11. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract.
12. Space for Contractor's approval stamp.

C. Submit electronic submittals via email as PDF electronic files.

1. Include the information as required in Paragraph A above for processing. Utilize the following format for submission.
  - a. Submittal number shall use Specification Section number followed by decimal point and then a sequential number (i.e. 079200.01). Resubmittals shall include an alphabetic suffix after another decimal point (i.e. 079200.01.A).
2. Architect will return annotated file. Contractor shall retain one copy of file as an electronic Project record document file for submittal at closeout procedures.

D. When required, three (3) samples of sufficient size to indicate general visual effect shall be submitted. Where samples show a range of color, texture, finish, graining, or other similar property, submit three (3) sets of pairs illustrating the full scope of this range. One (1) set of "Approved" samples will be retained at the Architect's Office. Electronic color samples will not be reviewed or approved. Submit physical product samples directly.

#### 1.5 RESUBMISSION REQUIREMENTS

- A. Resubmit all shop drawings, product data and samples as requested by the Contractor and/or A/E.

#### 1.6 RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission to the next level of authority.

- B. Verify:
  - 1. Field dimensions.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of:
  - 1. The work.
  - 2. The contract documents.
- D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by Architect/Engineer's review of submittals.
- E. Prior to submission, notify Architect/Engineer and the Owner in writing of all proposed deviations in submittals from contract requirements. Substitution of materials or equipment may only be approved by change order.
- F. Do not begin any work which requires submittals without Architect/Engineer's approval.
- G. After Architect/Engineer's review, make response required by Architect/Engineer's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to installer.

#### 1.7 ARCHITECT/ENGINEER'S AND the OWNER'S DUTIES

- A. Review submittals within 10 business days.
- B. Review for:
  - 1. Design concept of project.
  - 2. Compliance with contract documents.
- C. Review all requests for proposed deviations. Obtain the Owner's concurrence and respond to Contractor's request.
- D. Affix stamp, date and initials or signature certifying to review of submittal, and with instructions for contractor response.
- E. Return submittals to sender for response or distribution.

#### 1.8 SCHEDULE

- A. General Contractor:
  - 1. 02 08 00 - Asbestos Abatement
    - a. IDPH Licenses for all Workers & Supervisors
    - b. Medical Surveillance Records
    - c. Respirator Training & Fit Testing
    - d. Completed Notification Form
    - e. Permits
    - f. Drawings for Construction of Decontaminated Enclosure Systems
  - 2. 02 41 00 - Structure Demolition
    - a. Demolition and Removal Procedures Scheduled
    - b. Disposal tickets from EPA
    - c. Proposed Dust-Control and Noise-Control Measures
  - 3. 26 05 19 - Low-Voltage Electrical Power Conductors & Cables
    - a. Product Data
  - 4. 26 05 26 - Grounding and Bonding
    - a. Product Data
  - 5. 26 05 35 - Boxes for Electrical Systems

- a. Product Data
- 6. 26 24 16 - Panelboards
  - a. Product Data
  - b. Shop Drawings
- 7. 26 27 13 - Electricity Metering
  - a. Product Data
- 8. 26 28 16 - Enclosed Switches
  - a. Product Data
- 9. 26 32 13 - Exterior Power Distribution
  - a. Product Data
- 10. 31 50 10 - Excavating and Backfilling
  - a. Samples of Excavated and Additional Fill Materials
  - b. Test Results of fill material
  - c. Testing Laboratory Submit Daily Field Test Reports of Moisture-Density
  - d. Testing Laboratory Submit Daily Field Test Reports of Density Tests of Fill and Subbase Materials

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor provide:
  - 1. Temporary barriers as required and necessary to perform the following:
    - a. To separate work area from existing adjacent buildings and site amenities.
    - b. To separate work areas from areas occupied by staff, tenants, or accessible to the public.

PART 2. EXECUTION

2.1 SCHEDULING

- A. Schedule installation of barriers prior to start of any work to site or buildings.

2.2 TEMPORARY BARRIERS

- A. Contractor shall provide and maintain suitable barriers to prevent unauthorized entry and to protect the work.
  - 1. Fences and barriers to be of materials at Contractor's option; minimum height of 4 feet.
  - 2. Maintain fences and barriers during entire construction period.
  - 3. Relocate fences and barriers as construction progresses.
  - 4. Contractor shall provide/construct a protective canopy at all entrances during construction to protect pedestrian traffic.
  - 5. All entrances and exits shall be maintained fully operational during construction, unless specifically approved by the PHA.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor:
  - 1. Prepare and submit schedule of values to Architect.

1.2 SUBMITTALS

- A. The schedule of values shall be prepared in such manner that each major item of Work and each subcontracted item of Work is shown as a separate item (Materials and Labor) on "Schedule of Amounts for Contract Payments", form HUD-51000 or alternate form as approved by the Architect. The Schedule of Values shall be divided by each project and further divided by trade, then material and labor.
- B. Contractor shall use the Project Manual table of contents as a basis of example and format for listing and itemizing costs of work.
- C. Preparing Schedules of Values
  - 1. Divide by trade/subcontractor.
  - 2. Itemize separate line items for total installed costs; material and labor shall be separate line items. For each item indicate quantity, unit of measure, cost per unit, and total.
  - 3. General overhead and profit shall be separate line items for Contractor and all subcontractors.
  - 4. Itemized separate line items shall reflect each phase or scope of contract work and/or subcontracts.
  - 5. General conditions shall be divided into major items such as bonds, insurance, mobilization, disposal, testing and other requirements of Division 1 of the Project Manual.
  - 6. After review by Architect, if required, revise and resubmit Schedule of Values in accordance with initial submittal requirements.

1.3 RELATED REQUIREMENTS

- A. Specified Elsewhere:
  - 1. 01 11 00 - Project Summary
  - 2. 01 31 00 - Construction Schedule

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Contractor shall comply with all laws, rules and regulations governing the work.
  - 1. When Contractor observes that contract documents are at variance with specified codes, notify Architect/Engineer in writing immediately. Architect/Engineer will process changes in accord with General Conditions.
  - 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Architect/Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.2 DEFINITIONS & ABBREVIATIONS

- A. Definitions:
  - 1. Dates: Reference Codes, Regulations and Standards are the issue current at date of bidding documents unless otherwise specified.
  - 2. Codes: Codes are rules, regulations or statutory requirements of government agencies.
  - 3. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

1.3 QUALITY ASSURANCE

- A. Architect/Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:
  - 1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
  - 2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.4 APPLICABLE CODES & STANDARDS

- A. The work shall be performed and constructed in accordance with all applicable Federal, State and local codes, including, but not limited to, the following:
  - 1. National Fire Protection Association (NFPA):
    - a. NFPA 54, National Fuel Gas Code, 2012 Edition.
    - b. NFPA 70, National Electric Code, 2020 Edition.
    - c. NFPA 101, Life Safety Code, 2015 Edition.
  - 2. State of Illinois, Dept. of Public Health (IDPH):
    - a. Illinois State Plumbing Code - effective April 24, 2014.
    - b. Illinois Asbestos Abatement Act (105 ILCS 105/1 et. seq.).
    - c. Rules and Regulations for Asbestos Abatement Act - (Title 77, ch. I, par. 855).
  - 3. State of Illinois EPA (IEPA): (Current editions at date of bidding documents.)
    - a. Air Pollution Standards.
    - b. Noise Pollution Standards.
    - c. Water Pollution Standards.
    - d. Public Water Supplies.
    - e. Solid Waste Standards.
  - 4. Federal Requirements
    - a. NESHAP - National Emissions Standards for Hazardous Air Pollutants
    - b. OSHA - Occupational Safety and Health Administration

5. Building Codes:

a. International Code Council, International Building Code (IBC), 2018 Edition.

B. The Architect may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE:

- A. Contractor shall employ and pay for an independent testing laboratory to perform specified services.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 31 50 10 - Excavating & Backfilling.

1.3 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction".

1.4 LABORATORY DUTIES - LIMITS OF AUTHORITY

- A. Cooperate with Architect/Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Acquaint Contractor's personnel with testing procedures and with all special conditions encountered at the site.
- C. Perform specified inspections, sampling and testing of materials and construction methods:
  - 1. Comply with specified standards, ASTM, other recognized authorities.
  - 2. Ascertain compliance with contract requirements.
  - 3. Obtain written acknowledgment of each inspection, sampling and test made from contractor whose work is being tested or from his superintendent.
- D. Promptly notify Architect/Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- E. Promptly submit (3) copies of reports of inspections and tests to Architect/Engineer and Contractor including:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory name and address.
  - 4. Name and signature of inspector.
  - 5. Date of inspection and sampling.
  - 6. Record of temperature and weather.
  - 7. Date of test.
  - 8. Identification of product and specification section.
  - 9. Location of project.
  - 10. Type of inspection or test.
  - 11. Observations regarding compliance with contract documents.
- F. Perform additional services as ordered by the Architect.
- G. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on, contract requirements.
  - 2. Approve or accept any portion of work.

3. Perform any duties of the Contractor.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor provide final cleaning:
  - 1. At completion of work in each phase and prior to acceptance by Owner, Contractor shall remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for use.
  - 2. Supervise and coordinate the cleaning operations of sub-contractors.
  - 3. At project completion, leave project "broom" clean, ready for use.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with the following safety and insurance standards:
  - 1. Federal and State regulations.
  - 2. National Fire Protection Association (NFPA).
- B. Hazard Control:
  - 1. Store volatile waste in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with Federal and State anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3. EXECUTION

3.1 FINAL CLEANING

- A. Employ experienced workmen for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces to ensure performance.
- C. Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.
- D. Each contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by the Owner.

END OF SECTION

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor:
  - 1. At project site, maintain one record copy of:
    - a. Contract drawings, including separate volume(s) of details.
    - b. Project Manual.
    - c. Interpretations and supplemental instructions.
    - d. Addenda.
    - e. Reviewed, approved shop drawings and product data.
    - f. Other modifications to contract.
    - g. Field test records.
    - h. All schedules.
    - i. Correspondence file.
  - 2. File documents in format in accord with Project Manual Table of Contents.
  - 3. Maintain documents in clean, dry, legible condition.
  - 4. Do not use record documents for field construction purposes.
  - 5. Make documents available at all times for inspection by Architect/Engineer and the Owner.
  - 6. Update set of record drawings weekly.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
  - 1. 01 33 23 - Shop Drawings, Product Data and Samples.
  - 2. 01 77 00 - Closeout Procedures.

1.3 RECORDING

- A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until specified information has been recorded.
- D. Contract drawings: Legibly mark to record actual construction:
  - 1. Location of internal utilities and appurtenances in construction referenced to visible and accessible features of structure.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by change order.
  - 4. Details not on original contract drawings.
- E. Specifications and addenda: Legibly mark up each section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Changes made by change order or field order.
  - 3. Other matters not originally specified.
- F. Shop drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

1.4 SUBMITTAL

- A. At completion of project, deliver record documents to A/E.

- B. Accompany submittal with transmittal letter, in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each record document.
  5. Certification that each document submitted is complete and accurate.
  6. Signature of contractor, or his authorized representative.

END OF SECTION

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor Provide:
1. Closeout Submittals.

1.2 CLOSEOUT SUBMITTALS

- A. Upon completion of project and prior to submission of the final request for payment, Contractor shall deliver to Architect, for transmission to the Owner the following:
1. Contractor's Certificate and Release, form is available from the Architect.
  2. List of all subcontractors and major material suppliers and their final contract amount and notarized Final Waivers of Lien for the full amount. (2 copies)
  3. Consent of Surety Company to Final Payment (AIA Document G707). (2 copies)
  4. Complete bound set of shop drawings and equipment data sheets for items incorporated into the work as appropriate. See Section 01 33 23.
    - a. Assemble approved submittals in folders, sorted by specification division and copy to compact disc or approved digital media for inclusion with closeout submittals.
  5. One set of "Project Record Documents" (plans and specifications) with all "As-Built" changes and modifications legibly recorded thereon. See Section 01 72 00.
- B. Upon acceptance of the above required documents, the Architect will direct the Contractor to submit the final application for payment along with the Contractor's Notarized Final Waivers of Lien for full amount of contract (2 copies).

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor: Remove and legally dispose of existing items noted on drawings including, but not limited to:
  - a. Designated electrical equipment.
  - b. Coordinate with Abatement Contractor for removal of asbestos containing materials.
  - c. Rubbish and debris resulting from construction activities.
  - d. Other items as noted on drawings.
2. Contractor: Remove the following items, clean and salvage to the PHA:
  - a. Existing gas heater at IL-71-13 Maintenance Building.

1.2 RELATED WORK

A. Specified Elsewhere:

1. Summary of the Work - 01 11 00, Division 1.
2. 02 08 00 - Asbestos Removal.
3. 02 11 00 - Site Demolition.
4. 02 41 00 - Structure Demolition.

1.3 DEFINITIONS

- A. Remove: Deconstruct existing construction and dispose of item, unless noted to be salvaged or reinstalled.
- B. Salvage: Careful removal of designated item, protect and store or deliver to Owner as scheduled. Items noted for salvage that are damaged during removal shall be replaced by the Contractor.

1.4 EXISTING CONDITIONS

- A. Provide, erect and maintain temporary barriers and security devices as required; protect and maintain existing utilities to remain in service for the project and buildings.
  1. Protect tenants deck furniture, windows, and ground mounted equipment.
- B. The buildings scheduled for demolition will be vacant. All other units at Projects will be occupied.
- C. Contractor shall photograph and document existing conditions prior to start of work. This includes existing concrete paving and walks to remain.
- D. Contractors shall be made aware of the reported presence of asbestos containing materials. Any removal of these materials shall be performed by a licensed and qualified worker in accordance with these specifications and the applicable regulatory authority.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PREPARATION

- A. Erect and maintain temporary barriers and partitions to isolate work areas.
- B. Protect existing items not indicated to be demolished.
- C. Disconnect, remove and cap designated utility services within demolition areas shown on drawings.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.
- E. Coordinate with the Owner to provide them opportunity to identify all equipment for salvage.

### 3.2 EXECUTION

- A. Demolish in an orderly and careful manner.
- B. Except where noted otherwise, immediately remove demolished materials from site and legally dispose of same.
- C. Remove materials to be reinstalled or retained in manner to prevent damage; store and protect as required.
- D. Remove and promptly legally dispose of contaminated, vermin infested or dangerous materials encountered.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from building areas as work progresses. Upon completion of work, leave areas in clean condition.
- G. Remove materials designated by the Housing Authority for salvage in a manner to prevent damage. Coordinate with the Owner for location to store items for hauling by the Owner.

### 3.3 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

A. Base Bid: Asbestos Abatement Contractor:

1. Contractor shall remove and dispose of asbestos containing materials (ACM) shown on the drawings and related items to allow removal of ACM.
  - a. Establish work area by erecting temporary barricades and warning signs.
  - b. Construct decon and load out units.
  - c. Construct critical barriers on building openings.
  - d. Remove floor tile and/or mastic in designated units, including subfloor in designated building.
  - e. Remove gypsum board wall and ceiling panels in designated units.
  - f. Remove and dispose of items, materials, and equipment as necessary to access asbestos materials and those items which become necessary to remove due to removal of asbestos materials, including plywood underlayment.

B. By Others:

1. Testing Firm:
  - a. Perform duties of ASP, monitoring of work and final clearance testing of dwelling units and buildings.
  - b. Sign Waste Shipment Record for PHA.
2. Project Designer:
  - a. Any and all changes to the design shall be verified by the project designer and shall bear his or her Department issued license I.D. number and handwritten signature.

1.2 RELATED WORK

A. Specified elsewhere:

1. 02 07 00 - Selective Demolition.
2. 02 11 00 - Site Demolition,
3. 02 41 00 - Structure Demolition.

1.3 DEFINITIONS

- A. Abatement - procedures to control fiber release from asbestos-containing materials. For this project, abatement means the removal from the building of all asbestos-containing materials in areas identified by the Owner.
- B. Air Monitoring - the process of measuring the fiber content of a specific volume of air in a stated period of time.
- C. Air Monitoring Technician - worker who is employed by the Architect's representative and has been properly trained and certified by OSHA to conduct air monitoring and sample analysis for asbestos abatement activities.
- D. Airlock - a system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least 3 feet apart.
- E. Authorized Visitor - the Building Owner, the Building Owner's Representative, the Architect/Engineer, or a representative of any regulatory or other agency having jurisdiction over the project.
- F. Clean Room - an uncontaminated area or room which is part of the worker decontamination enclosure system, with provision for storage of worker's street clothes and protective equipment.
- G. Contractor - Firm or company to perform the asbestos abatement.

- H. Curtailed Doorway - device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of polyethylene over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing one sheet along the opposite side of the doorway. Two curtailed doorways spaced a minimum of 3 feet (1 meter) apart form an airlock.
- I. Decontamination Enclosure System - a series of connected rooms, with curtailed doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- J. Encapsulant (Sealant) - a liquid material which can be applied to asbestos-containing materials and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- K. Equipment Decontamination Enclosure System - a decontamination enclosure system for materials and equipment, typically consisting of a designated section of the work area, a washroom, a holding area, and an uncontaminated area.
- L. Equipment Room - a contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- M. Fixed Object - a unit of equipment or furniture in the work area which cannot be removed from the work area.
- N. Glovebag - means a manufactured device consisting of a plastic bag (constructed of six-mil transparent plastic or equivalent), two inward-projecting longsleeve rubber gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.
- O. HEPA Filter - a high efficiency particulate absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 micron in length.
- P. HEPA Vacuum Equipment - high efficiency particulate absolute filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97% efficient for retaining fiber greater than 0.3 micron in length.
- Q. NIOSH - National Institute for Occupational Safety and Health.
- R. Negative Air Pressure Equipment - a local exhaust system capable of maintaining a constant, low velocity air flow into the Decontamination Enclosure Systems and Work Area from adjacent unsealed areas and exhausting that air outside the Decontamination Enclosure.
- S. PHA - Pike County Housing Authority (Public Housing Authority, PHA).
- T. Architect's Representative for Monitoring and Testing - Summit Environmental Services, Inc.
- U. Project Designer - Mark B. Dillon, Eggemeyer Associates Architects, Inc., (EAA).; IDPR No. 100-11375.
- V. Removal - all herein specified procedures necessary to strip all asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site in an acceptable and legal manner.
- W. Shower Room - a room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.
- X. Surfactant - a chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

#### 1.4 REGULATORY REQUIREMENTS

##### A. State of Illinois:

1. Asbestos Abatement Act (105 ILCS 105).
2. Commercial and Public Building, Asbestos Abatement Act (225 ILCS 207).
3. Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois. (77 Ill. Adm. Code 855)

##### B. Federal Requirements:

1. NESHAP - National Emissions Standards for Hazardous Air Pollutants.
2. OSHA - Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, DC 20210. Construction Standards for Asbestos, 29 CFR 1926.1101
3. DOT - U.S. Department of Transportation.
4. EPA - U.S. Environmental Protection Agency (EPA)

#### 1.5 FIELD QUALITY CONTROL

##### A. Testing Firm:

1. Employ the Air Sampling Professional (ASP) for monitoring and final clearance testing.

##### B. Contractor:

1. Provide air monitoring of own personnel. Provide a copy of all results to the PHA within 24 hours.
2. Pay any additional costs which arise from failure of clearance testing and may include costs for services of ASP, laboratory, or A/E.

##### C. The PHA and the ASP may issue emergency stop work orders to the Contractor.

#### 1.6 SUBMITTALS

##### A. Make all submittals in accord with IDPH Rules and Regulations, Part 855.60 to PHA's representative.

1. Submit documented evidence that each person, including contractor's supervisor, performing asbestos work holds a valid IDPH License and accreditation certificate in accord with IDPH Rules and Regulations.
2. Submit documented evidence of current medical surveillance records.
3. Submit documented evidence of respirator training and most recent fit testing.

##### B. Complete State of Illinois "Asbestos Abatement Project Notification Form". Ensure notification is postmarked or hand delivered to IEPA and USEPA at least ten working days prior to the start of any construction. Submit copy to Architect and Air-Monitoring Firm.

1. IEPA - Illinois Environmental Protection Agency:  
Attn: Asbestos Unit  
Division of Air Pollution  
P.O. Box 19276  
Springfield, IL 62794-9276  
217-785-1743  
Website: [www.epa.state.il.us/air/asbestos](http://www.epa.state.il.us/air/asbestos)

##### C. Submit documentation to the PHA's representative that all required permits, notifications, site location arrangement for transport and disposal of asbestos-containing or contaminated materials, supplies, and like have been obtained.

##### D. Submit to the PHA's representative drawings for construction of decontaminated enclosure systems and for isolation of the work areas in compliance with these Technical Specifications and all applicable regulations.

1.7 PROTECTION: Provide protection for personnel and building in accord with State and Federal Rules and Regulations.

1.8 PROJECT CONDITIONS

A. The floor tile mastic and gypsum board joint compound have been tested and reported to contain asbestos, at locations noted on the drawings. See sampling report at the end of this section.

1.9 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General Superintendent: Removal Contractor shall provide a full-time General Superintendent who is experienced in a administration and supervision of asbestos abatement projects including work practices, protective measure for building and personnel, disposal procedures, etc. This person is Competent Peron as required by OSHA in 29 federal, state and local regulations, particularly those relating to asbestos-containing materials. This person must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two (2) years on-the-job training and meet any additional requirements set forth in 29 CFR 192 for Competent Person. Contractor shall, before work commences, provide the owner with written documentation that Removal Contractor has such a person and that such person will be issued at the job site at all times.

1.10 SPECIAL REPORTS

A. General: Except as otherwise indicated, Contractor shall submit special reports directly to the PHA's representative within one day of occurrence requiring special report, with copy to others affected by occurrence.

B. Reporting Accidents: Removal Contractor shall prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document date and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.11 CONTINGENCY PLAN

A. Contractor shall prepare a contingency plan for emergencies including fire, accident, power failure, negative air system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in these Technical Specifications should impede safe exiting or providing of adequate medical attention in the event of an emergency.

B. Removal Contractor Shall Post: In clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, and telephone company.

1.12 NOTIFICATIONS

A. Removal Contractor shall notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos containing materials, requirements relative to asbestos set forth in these Technical Specifications and applicable regulations.

1.13 PERSONNEL PROTECTION

A. The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Removal Contractor shall apprise all workers, supervisory personnel, and the PHA who will be at the job site of the seriousness of the hazard and of proper work procedure which must be followed.

B. Where in the performance of the work, workers, supervisory personnel, or the PHA may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, Removal Contractor shall take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the

procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

- C. Prior to commencement of work, the workers shall be instructed by the Contractor and shall be knowledgeable of the dangers of asbestos exposure, respirator use and decontamination.
- D. Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and Mine Safety and Health Administration (MSHA) and suitable for the asbestos exposure level in the work area according to OSHA Standard 29 CFR 1926.1101 and/or other applicable laws. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.
- E. In addition to other legal requirements, the Contractor shall ensure that its respirator program is in accordance with American National Standards Practices for Respiratory Protection ANSI Z88.2-1980, with the exception of Appendix A5, Suggested Procedures for Carrying Out Qualitative Respiratory-Filtering Tests, and Appendix A6, Suggested Procedures for Carrying Out Quantitative Respiratory-Filtering Tests. Respiratory protection procedures shall be in accordance with recognized industry standards, such as those described in the National Institute of Building Science "Model Asbestos Abatement Guide Specification" 01562. A copy of the Contractor's respirator program, including current fit testing records, shall be submitted to the PHA's Representative at the Pre-Construction Conference.
- F. Contractor shall provide workers and qualified visitors with sufficient sets of protective full body clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or asbestos-containing material. Disposable type protective clothing, headgear, and footwear may be provided.
- G. Contractor shall provide and post in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described in these Technical Specifications.

#### 1.14 WORKER PROTECTION PROCEDURES

- A. The Contractor is responsible for assuring compliance with the following:
  - 1. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the clean change room, put on a respirator with new filters, and put on clean uncontaminated protective clothing before entering the equipment room or the work area. Workers intending to re-wear contaminated protective clothing stored in the equipment room shall enter the equipment room wearing only respirators. Face masks must always have proper seals and fit properly.
  - 2. All workers and authorized visitors shall, each time they leave the work area: Remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except respirators; still wearing the respirator proceed naked to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator, thoroughly shampoo and wash themselves; remove filters and wet them and dispose of filters in the container provided for the purpose; and wash and rinse the inside of the respirator.
  - 3. Following showering and drying off, each worker and authorized visitor shall proceed directly to the clean change room and dress in clean clothes at the end of the day's work, or before eating, smoking, and drinking. Before reentering the work area from the clean change room, each worker and authorized visitor shall put on a clean respirator with filters and shall dress in clean protective clothing, except that workers intending to re-wear contaminated protective clothing stored in the equipment room shall enter the equipment room wearing only respirators. Where the Contractor is using a remote decontamination unit the worker shall put on second layer of protective clothing.
  - 4. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from equipment

and access area. Store contaminated protective clothing in the equipment room for reuse or place in receptacles for disposal with other asbestos-contaminated materials.

5. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washrooms or the work area.
6. Workers shall not eat, drink, smoke, apply cosmetics, or chew gum or tobacco at the work site except in the established clean room.
7. Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials prior to commencing actual asbestos abatement and until final clean-up is completed and clearance testing has certified the area is uncontaminated. Initial, precleaning of a work area shall be considered "first disturbance", and dual HEPA cartridge, half-face respirators shall be required as a minimum from that point on.
8. Workers shall wear double layer of protective clothing when a remote decontamination unit is utilized and when exiting the work area shall remove the outer layer of protective clothing in the waste load out room and deposit the clothing in labeled impermeable bags or containers.

#### 1.15 EQUIPMENT REMOVAL PROCEDURES

- A. The Contractor shall clean external surfaces of contaminated containers and equipment thoroughly by wet sponging before moving such items into the decontamination enclosure system for final cleaning and removal to uncontaminated areas.

### PART 2 PRODUCTS/EQUIPMENT

#### 2.1 MATERIALS AND EQUIPMENT

- A. The following are duties of the Contractor:
  1. Deliver all materials in the original packages, container, or bundles bearing the name of the manufacturer and the brand name. Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration, loss, theft, or injury.
  2. Store all materials subject to damage on the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
  3. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with asbestos shall be disposed of in accordance with applicable regulations.
  4. Polyethylene shall be a minimum of 6 mil. thickness unless otherwise specified, in sizes to minimize the frequency of joints.
  5. Tape shall be capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
  6. Surfactant shall consist of 50% polyoxyethylene ether and 50% of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce surfactant to 5 gallons of water.
  7. Comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated.
  8. Impermeable containers, to be furnished by Contractor, suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled by the Contractor in accordance with all laws including OSHA Regulation 29 CFR 1926.1101 and DOT Regulation 49 CFR Parts 171, 172, and 173. Containers must be both air-tight and water-tight and must be resistant to damage and rupture. The containers shall be of two parts: (1) 6 mil. polyethylene bags of size to fit within the drum listed hereafter and capable of being sealed; (2) 55 gallon capacity drums with tightly fitting lids may be used as impermeable containers if shipped to the dump site in a fully enclosed lockable vehicle.

9. Warning labels and signs as required by all laws including OSHA Regulation 29 CFR 1926.1101 shall be furnished by Contractor.

## 2.2 ASBESTOS ABATEMENT EQUIPMENT

### A. Tools and Equipment:

1. Contractor shall provide a fully operational negative air system within the work area.
2. Negative Air Pressure Equipment - High efficiency particulate absolute (HEPA) filtration systems shall be equipped with filtration equipment in compliance (at a minimum) with ANSI Z9.2-79, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area. A negative pressure shall be held on the work area continuously (24 hours a day) from the start of work in the area until the area has been decontaminated and capable of extracting a minimum of 2,000 CFM per 30,000 cubic feet and a maximum of 5,000 CFM. All exhausted air shall be filtered and discharged outside the building.

### B. Negative Air Machines:

1. General: Supply the required number of asbestos air filtration units to the site in accordance with these Technical Specifications. Each unit shall include the following:
  - a. Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways.
    - 1) Cabinet shall be factory sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.
  - b. Fans: Rate capacity of fan according to usable air-moving capacity under actual operating conditions. Use centrifugal-type fan.
  - c. HEPA Filters: The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.
    - 1) A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
    - 2) Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3  $\mu\text{m}$  dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Each filter shall bear a UL586 label to indicate ability to perform under specified conditions.
    - 3) Each filter shall be marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
    - 4) Filters with 99.99% efficiency shall be used if available in the market.
  - d. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first-stage prefilter shall be a low-efficiency type (e.g., for particles 10  $\mu\text{m}$  and larger). The second-stage(or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5  $\mu\text{m}$ ). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.
  - e. Instrumentation: Each unit shall be equipped with a Magnahelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the usable air-handling capacity for various static pressure readings on the Magnahelic gauge shall be affixed near the gauge for reference, or the Magnahelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide unit equipped with an elapsed time meter to show the total accumulated hours of operation.
  - f. Safety and Warning Devices: The units shall have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, too high a pressure drop

across the filters(i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).

- g. Electrical Components: shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

## 2.3 ACCEPTABLE MANUFACTURERS/PRODUCTS

### A. Wetting agent:

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Better Working Environments | Super Wet    |
| 2. | Certified Technologies      | Certane 2075 |
| 3. | Eppert Oil Co.              | Speedi-Wet   |
| 4. | Foster Products Corp        | 32-90        |
| 5. | An Approval Equal           |              |

### B. Combination wetting agent - encapsulant:

- |    |                             |             |
|----|-----------------------------|-------------|
| 1. | Better Working Environments | 5000        |
| 2. | Certified Technologies      | Certane 707 |
| 3. | Eppert Oil Co.              | Fiber-Seal  |
| 4. | Foster Products Corp        | 32-60       |
| 5. | An Approval Equal           |             |

### C. Lockdown Encapsulant:

- |    |                               |            |
|----|-------------------------------|------------|
| 1. | Better Working Environments   | 3000       |
| 2. | Certified TechnologiesCertane | 1050       |
| 3. | Eppert Oil Co.                | Fiber-Seal |
| 4. | Foster Products Corp          | 32-60      |
| 5. | An Approval Equal             |            |

### D. Mastic Remover:

- |    |                               |          |
|----|-------------------------------|----------|
| 1. | Abatement Technologies Citrus | 200 Plus |
| 2. | Certified TechnologiesCertane | 77B      |
| 3. | Eppert Oil Co.                | 200 or A |
| 4. | Sentinel Chemical Co.         | 7200     |
| 5. | An approved Equal.            |          |

### E. Warning labels shall be adhesive backed vinyl labels, minimum 5" wide x 3" high, yellow background with black lettering.

- 1. Message: "Contains asbestos fibers"
- 2. Header: OSHA compliant "Caution" header.

### F. Polyethylene Barrier: Minimum 6 mil thick film natural color, clear.

## 2.4 MISCELLANEOUS MATERIALS

### A. Warning Labels shall be adhesive backed vinyl labels, minimum 5" wide x 3" high, yellow background with black lettering.

- 1. Message: "Contains asbestos fibers"
- 2. Header: OSHA compliant "Caution" header.

- B. Polyethylene Barrier: Minimum 6 mil thick film natural color, clear.

### PART 3 EXECUTION

#### 3.1 GENERAL

##### A. For Designated Areas:

1. Construct interior and exterior barriers and containment's.
2. Construct critical barriers at all openings to work area and decon units.
3. Remove non-asbestos equipment and materials as necessary to prepare the work area and access materials noted to contain asbestos.
4. Protect existing equipment and finishes to remain.
5. Remove existing construction as necessary to make access to concealed items noted to contain asbestos.
6. Remove Asbestos Containing Material (ACM).
7. Perform cleaning of work area for clearance.
8. Remove barriers and decon units - dispose as ACM.
9. Dispose of all ACM materials per State and Federal Regulations.

##### B. Perform all asbestos work in accord with the IDPH Rules and Regulations:

1. Commencement of Work: 855.450
2. Removal Procedures: 855.460
3. Encapsulation Procedures: 855.500
4. Enclosure Procedures: 855.510
5. Remote decontainment enclosure system: 855.420

#### 3.2 PREPARATION

- A. Perform all preparation work in accord with the OSHA Standards and EPA Rules and Regulations.

#### 3.3 PREPARATION OF THE WORK AREA

- A. Determining the Ventilation Requirements: Provide fully operational negative pressure systems supplying a minimum of one air change every 15 minutes. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate.

1. Ventilation Required (CFM) = Volume of work area (cu. ft.)/15 min.
2. Determine Number of Units needed to achieve 15 minute change rate by dividing the ventilation requirement (CFM) above by capacity of exhaust unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machines labeled operating characteristics.

$$\text{Number of Units Needed} = \frac{\text{Ventilation Requirement (CFM)}}{\text{Capacity of Unit with Loaded Filter (CFM)}}$$

Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

3. Location of Exhaust Units: Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources.

4. Place End of Unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape.
5. Vent to Outside of Building
6. Supplemental Makeup Air Inlets: Provide where required for proper air flow through the work space by making openings in the plastic sheeting that allow air from outside the building into the work area. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the work area from occupied clean areas. Cover with flaps to reseal automatically if the negative pressure system should shut down for any reason. Spray flap and around opening with spray adhesive so that flap seals if it closes.
  - a. If makeup air is coming from a contaminated source or potentially contaminated then it should pass through a HEPA filter before entering work area. If this is done, supply air fans will be necessary to overcome the resistance of the HEPA filter. Use of a negative air machine may be a practical means of accomplishing this. Caution must be used to insure that work area remains under negative pressure.
- B. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Comply with OSHA requirements for temporary lighting.
- C. Disable Ventilating Systems or any other system bringing air into or out of the work area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental restarting of equipment.
- D. Preclean movable objects within the proposed work areas using High Efficiency Particulate Absolute (HEPA) Vacuum equipment and/or wet cleaning methods as appropriate. Remove such objects from work areas to a temporary location as designated by the Owner. Protection of and accounting for the stored materials is the sole responsibility of the Contractor.
- E. Clean the proposed work areas using High Efficiency Particulate Absolute (HEPA) vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- F. Cover all openings in contained areas with two layers 4 mil plastic sheeting sealed with tape for critical barrier, as follows:
  1. Provide critical barriers at all openings including windows, doors, ventilation equipment, exhausts, etc.
    - a. Provide framing/bracing in openings as required to secure barrier.
    - b. Critical Barrier shall be two (2) layers of 6 mil polyethylene and tape.
  2. Seal all ventilation openings (Return air and Exhaust).
  3. Seal all openings at windows and door ways and other opening into work area.
  4. Provide critical barriers as required to completely seal openings to separate work area from adjacent area. Seal the perimeter of all sheet plastic barriers with tape.
  5. Mechanically support sheet plastic independently of tape seals so that seals do not support the weight of the plastic.

### 3.4 PERFORMANCE

- A. Start of work:
  1. Construct Exterior Barriers and Protection Around Work Area:
    - a. Protection shall consist of two layers of plastic (6 mil) on the ground out a minimum of 20 feet from buildings. Provide framed wind breaks at extent of work area and brace to existing structure. Brace with framing or scaffolding.
    - b. The exterior barriers shall remain in place until all abatement work in the work area is complete and clearance has been satisfactorily completed.

- c. The existing window units must be covered and/or sealed from the rest of the interior part of the building by using plastic barriers.
  2. The Contractor shall not begin removal work until the following requirements have been met.
    - a. Exterior and interior barriers and decontamination units are constructed.
    - b. All pre-removal submissions, notifications, posting and permits shall be provided and are satisfactory to Prime Contractor.
    - c. All equipment for removal, cleanup and disposal shall be on hand.
- B. All demolition activity shall be done under wet method and negative air pressure with proper disposal of general waste and ACM contaminated waste.
  1. All ACM shall be wetted with an amended water solution using equipment capable of providing fine spray mist. The material shall be saturated to the substrates.
  2. All removed material shall be kept wet enough to prevent fiber release until containerized for disposal.
- C. General:
  1. Provide critical barriers at exterior openings.
  2. Perform friable work under negative air pressure.
  3. Saturated ACM shall be removed and containerized before moving to a new location.
  4. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
  5. Deposit ACM in 6 mil poly labeled bag (doubled) or labeled leak tight drums, sealed for proper disposal.
- D. Removal of Resilient Tile Floor Covering:
  1. Maintain adequately wet conditions at all times. Spray tile with wetting agent, scrape tile with scraper.
  2. Deposit tile in labeled waste bags or leak tight containers.
  3. Upper layers of floor tile and underlayment that can be removed without disturbing the ACBM mastic, may be removed and disposed as non-ACBM material.
- E. Removal of Mastic Adhesive from Concrete:
  1. Apply a water-base, non-hazardous, not-toxic solvent to the mastic per manufacturer's instructions to small areas within the work space (3' x 3' or less). Scrape or mop dissolved adhesive from areas as required.
  2. Proceed with this process until entire area has been completed. Repeat sequence as necessary.
- F. Removal of Subfloor with intact Mastic:
  1. Remove mastic from areas necessary to cut subfloor.
  2. Apply lock-down encapsulant to entire exposed area.
  3. Saw existing subfloor using tools with LEV with hepa filters. Saw-cut as close to partition as possible and locations shown on drawings. Avoid disturbance of mastic.
  4. Remove subfloor in as large of piece as manageable.
  5. Wrap in 2 layers 6 mil. and seal. Dispose of ACM.
- G. Removal of Gypsum Board (IL-71-9/Pittsfield only):
  1. Remove interior finishes and equipment to allow removal of ACM, including wood trim, cabinets, bath accessories, fixtures, etc.
  2. Contractor can separate non-hazardous material and after cleaning, dispose of as non-hazardous material per EPA regulations. Materials that co-mingle with ACM shall be disposed of as ACM.

H. Completion of Abatement Work:

1. The Contractor and Architect's representative shall visually inspect the work area for any remaining visible residue, evidence of contamination shall necessitate additional cleaning.
2. Asbestos Abatement Work is Complete upon meeting the work area clearance criteria and fulfilling the following:
  - a. Remove all equipment, materials, debris from the work site.
    - 1) Dispose of all asbestos containing waste material as required by law. (See also Paragraph 3.7 on Disposal of Asbestos-Containing Waste Material.)
    - 2) Dispose of all sheeting, seals or other debris as contaminated matter as required by Regulations.
    - 3) Repair or replace all interior finishes damaged during the course of asbestos abatement work.
    - 4) Fulfill Project Closeout Requirements.

I. Use of the Negative Pressure System:

1. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all negative pressure units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.
2. Testing the System: Test negative pressure system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time).
  - a. Testing will include, but not be limited to, the following:
    - 1) Plastic barriers and sheeting should move lightly in toward work area,
    - 2) Curtain of decontamination units should move lightly in toward work area,
    - 3) There is a noticeable movement of air through the decontamination unit. Use smoke tube to demonstrate air movement from Clean Room to Shower Room, from Shower Room to Equipment Room, and from Equipment Room to Work Area,
    - 4) Use smoke tubes to demonstrate a positive motion of air across all area in which work is to be performed.
3. Modify the Negative Pressure System as necessary to successfully demonstrate the above.
4. Use of System During Abatement Operations:
  - a. Start exhaust units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
  - b. Do not shut down negative air system during decontamination encapsulating procedures. Machines should run 24 hours a day until final inspection and final air tests establish that the area has been decontaminated.
  - c. Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again.
  - d. At completion of abatement work, allow exhaust units to run to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.
5. Dismantling the System
  - a. When a final inspection and the results of final air test indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the

work area, remove and properly dispose of pre-filter, and seal intake to the machine with 6 mil. polyethylene to prevent environmental contamination from the filters.

### 3.5 SEQUENCE OF WORK

- A. Carry out work of the section sequentially. Complete each activity before proceeding to the next.

### 3.6 CONTROL ACCESS

- A. Permit Access to the work area only through the Decontamination Unit.
- B. Provide Warning Signs at each visual and physical barrier reading as follows:

DANGER

ASBESTOS

AUTHORIZED PERSONNEL ONLY

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

1. Provide and display any other caution signs required in accordance with Federal Regulations or State and Local Regulations. Warning signs shall be of a vertical format measuring twenty (20) inches in length and sufficient size and contrast as to be readily visible and legible. Signs shall be posted at such a distance from regulated areas that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.
2. Provide and maintain all required emergency exits as required by the Local Building Codes and State Fire Marshal.
3. Remove and clean ceiling mounted objects, lights, etc., not sealed off and which interfere with asbestos abatement. Use localized water spraying or HEPA equipment during removal to reduce fiber dispersal. Use water only after electrical power has been turned off.
4. The Contractor shall construct an approved airlock with curtained doorways of plastic sheeting at all entrances and exits to the work areas.

### 3.7 DECONTAMINATION UNITS

- A. The Contractor shall construct a Worker Decontamination Enclosure System outside of the work area. The system shall consist of three separate enclosed chambers, each protected by plastic sheets as follows:
  1. An equipment room with two curtained doorways, one to the contained area and one to airlock that leads to the shower room of sufficient size to accommodate at least one worker, shall be constructed. The equipment room shall conform to the requirements of applicable regulations.
  2. A shower room with two curtained doorways, one to the airlock that leads to equipment room and one to the airlock that leads to clean room, shall be constructed. The shower room shall conform to the requirements of applicable regulations and shall contain a minimum of one shower with hot and cold water. Water may be attained from the building at the project site. Careful attention shall be paid to the shower to ensure against leaking of the shower at all times. Furnish soap at all times in the shower room. Shower drains must be filtered through a drainage system capable of filtration to 0.3 microns or less. Area shall be used for transit by cleanly dressed workers going to work area, or for showering by workers heading out of the work areas after undressing in Equipment Room.
    - a. Filters must be changed a minimum of once daily or more often as needed. Change filters from the shower to prevent loss of contaminated water.
  3. A changing room or "clean room" with one curtained doorway to the airlock that leads to the shower and one entrance/exit to non-contaminated areas shall be constructed. The clean room shall provide sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Construct in accordance with applicable regulations using polyethylene sheeting, at least 6 mil. inch thickness, to provide an airtight seal between the changing room and the rest of the building. Locate so that access to work area from changing room is through shower

room. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory equipment. Contractor shall require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose.

- a. Maintain clean room in a clean, dry condition.
- b. Disinfect all surfaces after each shift change.

### 3.8 CRITICAL BARRIERS

- A. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, doorways, windows, 28 CFR 36 convectors, and other openings into the work area with duct tape alone or with polyethylene sheeting.
- B. Provide sheet plastic barriers as required to completely seal openings from the work area into adjacent area. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- C. Mechanically support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic.

### 3.9 EQUIPMENT DECONTAMINATION

- A. The Contractor shall construct an Equipment Decontamination Enclosure System (Load out) consisting of one totally enclosed chamber plus one holding area.
  1. A waste load-out area with curtained doorway to work area and a curtained doorway to a holding area.
  2. The size of unit can vary with the size of container to be used by the Contractor.
- B. All Equipment Decontamination Enclosure Systems shall be lined totally with plastic and sealed at all lap joints in the plastic.
  1. In all cases, access between any two rooms within the decontamination enclosure shall be through curtained doorways.
- C. The Contractor can set up load-out unit a location around the perimeter of the building depending on work activities.
- D. The locations, size and construction of the units shall be submitted for approval.
- E. The waste load-out area may be combined with the worker decontamination equipment room, if space is available. Contractor shall remove all waste from this room prior to beginning any worker decontamination processes.

### 3.10 PROJECT DECONTAMINATION

- A. Description of Requirements: Decontamination of the Work Area following asbestos abatement.
  1. If the asbestos abatement work is on damaged or friable materials, then the building space is deemed contaminated before start of the work and in need of decontamination. In this case the work is a four step procedure with two cleanings of the primary barrier plastic prior to its removal and two cleanings of the room surfaces to remove any new or existing contamination.
  2. During this phase, as in all phases of the operation, the negative pressure system is used to remove airborne fibers generated by the abatement work.
- B. Execution:
  1. Work of This Section: includes the decontamination of air in the Work Area which has been, or may have been contaminated by this elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos containing materials in the space.
  2. Work of This Section: includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

Primary and Critical Barriers Erected;  
Decontamination Unit;  
Negative Pressure System.

C. Final Cleaning:

1. Final Cleaning: Carry out a cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Absolute (HEPA) filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

D. Final Clearance:

1. Following the completion of clean-up operations, the Contractor shall notify the Architect's representative that work area(s) are ready for final clearance.

E. Completion of Abatement Work:

1. Seal Negative Air Machines with 6 mil. polyethylene sheet and duct tape to form a tight seal at intake and before being moved from work area.
2. Asbestos Abatement Work is Complete upon meeting the work area clearance criteria and fulfilling the following:
  - a. Remove all equipment, materials, debris from the work site.
    - 1) Dispose of all asbestos containing waste material as required by law. (See also Section on Disposal of Asbestos-Containing Waste Material.)
    - 2) Dispose of all sheeting, seals or other debris as contaminated matter as required by Regulations.
    - 3) Repair or replace all interior finishes damaged during the course of asbestos abatement work.
    - 4) Fulfill Project Closeout Requirements.

### 3.11 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL

A. Disposal:

1. Label all bags or containers containing asbestos debris as follows:  
NAME OF BUILDING AND FACILITY  
STREET ADDRESS  
CITY, STATE, AND ZIP CODE
2. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste, post signs in accord with the 1990 NESHAP STANDARD- DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.
3. Transport all waste to an IEPA approved landfill. Complete a waste shipment record for each load of waste in accord with the 1990 NESHAP STANDARD. Return the record, signed by waste disposal site owner/operator to PHA.

### 3.12 AIR MONITORING

A. General Requirements:

1. Work covered in this section shall include the testing of areas and spaces at the project site for airborne fibers. All testing in this section shall be conducted by a qualified Air Monitoring Technician.
2. The following testing will be included within the scope of work of the Air Monitoring Technician:

- a. Final Clearance Monitoring - air sampling to verify that a previously contaminated area is free of airborne fibrous contamination and in compliance with all applicable Federal, State, and Local regulations.
  - b. Safety Monitoring - air monitoring to determine if a previously uncontaminated area has become contaminated with fibrous material.
  - c. Work Area Monitoring - air monitoring in an area where asbestos-containing materials are being removed, or in an area which is being prepared for asbestos removal, or in an area which is being cleaned after asbestos removal but before clearance monitoring.
  - d. Ambient Air Monitoring (Background Monitoring) - air monitoring in an area to determine prevalent fiber concentrations in that area prior to beginning asbestos removal preparations.
  - e. Exposure Monitoring - Excursion and Personnel air monitoring of a worker to determine accurately the airborne concentrations of asbestos to which the work may be exposed as indicated in OSHA regulation 29 CFR 1926.1101 are the responsibility of the Abatement Contractor.
3. ANALYTICAL METHODS:
- a. Air monitoring and sample analysis shall be performed in accordance with the NIOSH 7400 method when monitoring for Safety Monitoring, Work Area Monitoring, or Ambient Air Monitoring.
  - b. Exposure monitoring and sample analysis shall be performed in accordance with 29 CFR 1926.1101, Appendix A.
  - c. Transmission Electron Microscopy (TEM), will be conducted in accordance with the EPA Level 1 Provisional Method and Update (USEPA 1977, Yamata, 1984).
4. AIRBORNE FIBER CONCENTRATION:
- a. Outside the asbestos removal work area, ambient fiber concentrations, as determined by Safety Monitoring, shall not exceed the average background concentration plus 0.01 fibers/cc.

### 3.13 NOTIFICATION FORM

- A. State of Illinois Asbestos Abatement Project Notification Form; all sections to be completed and submitted to the Illinois Environmental Protection Agency (IEPA)
  1. This form is on IDPH Asbestos Program Website, <http://www.idph.state.il.us/envhealth/asbestos.htm>

### 3.14 SAMPLINGS RESULTS

- A. The pages following this Section are the laboratory testing results of materials sampled at the project. They are provided for Contractor's information in preparing a work plan.

END OF SECTION

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**LABORATORY REPORT  
BULK SAMPLE ASBESTOS EVALUATION BY  
POLARIZED LIGHT MICROSCOPY METHOD**

Eggemeyer Associates Architects  
John Beatty  
3029 South Park Ave., P.O. Box 640  
Herrin IL 62948-

Project Location:  
Project Reference: EAA 2106  
TEM Project: 63134  
Analyzed by: Lori Boersma  
Date Analyzed: 6/10/2021

Sample ID Location	Sample Information		Asbestos Present	Fibrous Materials			Non-Fibrous Material	
	Lab ID	Color		Asbestos Fibers Type	Percent	Non-Asbestos Fibers Type	Percent	Filler Binder
T1 j Text. - Unit 366 Bath	411438	White	None Detected	-	-	-	-	90-100
T2 j Text. - Unit 363 Bath	411439	White	None Detected	-	-	-	-	90-100
T3 j Text. - Unit 368 Bath	411440	White	None Detected	-	-	-	-	90-100
T4 j Text. - Unit 372 Bath	411441	White	None Detected	-	-	-	-	90-100
11 Comp. - Unit 366 Bedrm.	411442	Cream	Yes	Chrysotile:	2-3	-	-	97-98
12 Comp. - Unit 363 Bedrm.	411443	Cream	-	-	-	-	-	Not Ana
13 Comp. Unit 368 BR Closet	411444	White	-	-	-	-	-	Not Ana
14 Comp. - Unit 372 Bedrm.	411445	White	-	-	-	-	-	Not Ana



**LABORATORY REPORT**  
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**Project Location:**  
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**TEM Project:** 63134  
**Analyzed by:** Lori Boersma  
**Date Analyzed:** 6/10/2021

Sample ID Location	Sample Information		Asbestos Present	Fibrous Materials		Non-Fibrous Material		
	Lab ID	Color		Asbestos Fibers Percent	Non-Asbestos Fibers Type Percent	Filler Binder	SLM	
1 Tile - Unit 366 Mech.	411446	Gray	None Detected	-	-	-	90-100	SLM
2 Tile - Unit 363 Mech.	411447	Gray	None Detected	-	-	-	90-100	SLM
3 Tile - Unit 368 Mech.	411448	Gray	None Detected	-	-	-	90-100	SLM
4 Tile - Unit 372 Mech.	411449	Gray	None Detected	-	-	-	90-100	SLM
1* Plastic - Unit 366 Mech.	411450	Yellow	None Detected	-	-	Cellulose: Glass:	1-2 1-2	96-98
2* Plastic - Unit 363 Mech.	411451	Yellow	None Detected	-	-	Cellulose:	Trace	90-100
3* Plastic - Unit 368 Mech.	411452	Yellow	None Detected	-	-	Cellulose:	3-5	95-97
4* Plastic - Unit 372 Mech.	411453	Yellow	None Detected	-	-	Cellulose:	1-2	98-99



## LABORATORY REPORT

### BULK SAMPLE ASBESTOS EVALUATION BY POLARIZED LIGHT MICROSCOPY METHOD

**Client:** Eggemeyer Associates Architects  
**Contact:** John C. Beatty  
**Address:** 3029 South Park Ave., P.O. Box 640  
 Herrin IL 62948-

**Project Location:** 2551 Pike County  
**Project Reference:** EAA #2551  
**TEM Project:** 78640  
**Analyzed by:** Lori Boersma  
**Date Analyzed:** 3/6/2026

Sample Information			Asbestos Present	Fibrous Materials				Non-Fibrous Materials	
Client Sample ID	Lab ID	Color		Asbestos Fibers		Non-Asbestos Fibers		Filler Binder	Comments
Description				Type	Percent	Type	Percent		
2551-1-T1 Tile - 301 Landess - Mech. Rm	605544	Tan	None Detected	-	-	-	-	90-100	SLM
2551-1-T2 Tile - 303 Landess - Living Rm	605545	Tan	None Detected	-	-	-	-	90-100	SLM
2551-1-T3 Tile - 305 Landess - Mech. Rm	605546	Tan	None Detected	-	-	-	-	90-100	SLM
2551-1-T4 Tile - 307 Landess - Mech. Rm	605547	Tan	None Detected	-	-	-	-	90-100	SLM
2551-1-T1* Mastic - 301 Landess - Mech Rm	605548	Yellow	None Detected	-	-	Cellulose:	Trace	90-100	
2551-1-T2* Mastic - 303 Landess - LR	605549	Black	Yes	Chrysotile:	2-3	-	-	97-98	
2551-1-T3* Mastic - 305 Landess - Mech Rm	605550	Yellow		-	-	-	-		Not Analyzed
2551-1-T4* Mastic - 306 Landess - Mech Rm	605551	Yellow/Black		-	-	-	-		Not Analyzed

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## LABORATORY REPORT BULK SAMPLE ASBESTOS EVALUATION BY POLARIZED LIGHT MICROSCOPY METHOD

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 Herrin IL 62948-

**Project Location:** 2551 Pike County  
**Project Reference:** EAA #2551  
**TEM Project:** 78640  
**Analyzed by:** Lori Boersma  
**Date Analyzed:** 3/6/2026

Sample Information			Asbestos Present	Fibrous Materials				Non-Fibrous Materials	
Client Sample ID	Lab ID	Color		Asbestos Fibers		Non-Asbestos Fibers		Filler	Comments
Description				Type	Percent	Type	Percent	Binder	
2551-1-G1 Gyp. Comp. - 301 Landess	605552	Cream	Yes	<b>Chrysotile:</b>	<b>1-2</b>	-	-	98-99	
2551-1-G2 Gyp. Comp. - 303 Landess	605553	Cream		-	-	-	-		Not Analyzed
2551-1-G3 Gyp. Comp. - 305 Landess	605554	Cream		-	-	-	-		Not Analyzed
2551-1-G4 Gyp. Comp. - 307 Landess	605555	White		-	-	-	-		Not Analyzed
2551-2-T1 Tile - 530 E. Adams Unit 1	605556	Tan	None Detected	-	-	-	-	90-100	SLM
2551-2-T2 Tile - 530 E. Adams Unit 2	605557	Tan	None Detected	-	-	-	-	90-100	SLM
2551-2-T3 Tile - 530 E. Adams Unit 6	605558	Tan	None Detected	-	-	-	-	90-100	SLM
2551-2-T4 Tile - 530 E. Adams Laundry	605559	Tan	None Detected	-	-	-	-	90-100	SLM

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## LABORATORY REPORT

### BULK SAMPLE ASBESTOS EVALUATION BY POLARIZED LIGHT MICROSCOPY METHOD

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<b>Contact</b>	John C. Beatty	<b>Project Reference:</b>	EAA #2551
<b>Address:</b>	3029 South Park Ave., P.O. Box 640	<b>TEM Project:</b>	78640
	Herrin IL 62948-	<b>Analyzed by:</b>	Lori Boersma
		<b>Date Analyzed:</b>	3/6/2026

Sample Information			Asbestos Present	Fibrous Materials				Non-Fibrous Materials	
Client Sample ID	Lab ID	Color		Asbestos Fibers		Non-Asbestos Fibers		Filler	Comments
Description				Type	Percent	Type	Percent	Binder	
2551-2-T5 Tile - 530 E. Adams Toilet Rm	605560	Tan	None Detected	-	-	-	-	90-100	SLM
2551-2-T1* Mastic - 530 E. Adams Unit 1	605561	Black	Yes	<b>Chrysotile:</b>	<b>1-2</b>	Cellulose:	3-5	93-96	
2551-2-T2* Mastic - 530 E. Adams Unit 2	605562	Yellow		-	-	-	-		Not Analyzed
2551-2-T3* Mastic - 530 E. Adams Unit 6	605563	Yellow		-	-	-	-		Not Analyzed
2551-2-T4* Mastic - 530 E. Adams Laundry	605564	Black		-	-	-	-		Not Analyzed
2551-2-T5* Mastic - 530 E Adams Toilet Rm	605565	Yellow		-	-	-	-		Not Analyzed
2551-2-CT1 Ceiling Texture - Laundry	605566	White	None Detected	-	-	-	-	90-100	
2551-2-CT2 Ceiling Texture - Toilet Rm.	605567	White	None Detected	-	-	Cellulose:	Trace	90-100	

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## LABORATORY REPORT

### BULK SAMPLE ASBESTOS EVALUATION BY POLARIZED LIGHT MICROSCOPY METHOD

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<b>Contact</b>	John C. Beatty	<b>Project Reference:</b>	EAA #2551
<b>Address:</b>	3029 South Park Ave., P.O. Box 640	<b>TEM Project:</b>	78640
	Herrin IL 62948-	<b>Analyzed by:</b>	Lori Boersma
		<b>Date Analyzed:</b>	3/6/2026

Sample Information			Asbestos Present	Fibrous Materials				Non-Fibrous Materials	
Client Sample ID	Lab ID	Color		Asbestos Fibers		Non-Asbestos Fibers		Filler	Comments
Description				Type	Percent	Type	Percent	Binder	
2551-2-CT3 Ceiling Texture - Community	605568	White	None Detected	-	-	Cellulose:	Trace	90-100	
2551-2-CT4 Ceiling Texture - Unit 6 Bath	605569	White	None Detected	-	-	-	-	90-100	
2551-2-CT5 Ceiling Texture - Unit 2 Bath	605570	White	None Detected	-	-	-	-	90-100	
2551-2-CT6 Ceiling Texture - Unit 1 Bath	605571	White	None Detected	-	-	-	-	90-100	
2551-2-G1 Gyp. Comp. - Laundry	605572	White	None Detected	-	-	-	-	90-100	
2551-2-G2 Gyp. Comp. - Toilet	605573	White	None Detected	-	-	Cellulose:	1-2	98-99	
2551-2-G3 Gyp. Comp. - Community	605574	White	None Detected	-	-	-	-	90-100	
2551-2-G4 Gyp. Comp. - Unit 6 Kitchen	605575	White	None Detected	-	-	Cellulose:	Trace	90-100	

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<b>Contact:</b>	John C. Beatty	<b>Project Reference:</b>	EAA #2551
<b>Address:</b>	3029 South Park Ave., P.O. Box 640 Herrin IL 62948-	<b>TEM Project:</b>	78640
		<b>Analyzed by:</b>	Lori Boersma
		<b>Date Analyzed:</b>	3/6/2026

Sample Information			Asbestos Present	Fibrous Materials				Non-Fibrous Materials	
Client Sample ID	Lab ID	Color		Asbestos Fibers		Non-Asbestos Fibers		Filler	Comments
Description				Type	Percent	Type	Percent	Binder	
2551-2-G5 Gyp. Comp. - Unit 2 Kitchen	605576	White	None Detected	-	-	-	-	90-100	
2551-2-G6 Gyp. Comp. - Unit 1 Kitchen	605577	White	None Detected	-	-	-	-	90-100	

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*Samples are analyzed following the procedures contained in the USEPA Method 600/R-93/116 July 1993. This report applies only to samples analyzed. This report may not be reproduced except in full and with the approval of TEM Environmental, Inc. This report may not be used by the client to claim product endorsement by NVLAP or any agency of the US government. An estimate of the laboratory uncertainty is available upon request.*

*SLM: Certain samples may warrant additional analysis beyond the standard USEPA Polarized Light Microscopy method. 1) Further testing using the point count method is recommend for friable samples found to contain less than 10% asbestos by PLM to confirm that the samples are in fact regulated asbestos containing materials (RACM) as defined by the USEPA NESHAP Regulation. 2) The optical resolution of a polarized light microscope limits the size of fibers that are visible. In cases where very small fibers may be present, such as in samples of floor tiles, vermiculite or certain construction adhesives, the result of the PLM analysis is not conclusive when the sample is reported as "None Detected" or "Trace". Further testing using transmission electron microscopy is recommended in those cases where samples may contain very small fibers which may be smaller than the resolution limit of a polarized light microscope. All such services are available for an additional fee.*

Analytical services provided are subject to the Terms and Conditions listed on our website.



Report Approved by:

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor Provide:
  - a. Remove as indicated:
    - 1) Surface debris.
    - 2) Concrete slabs, and walks, as designated on drawings.
    - 3) Designated site amenities, as designated on drawings.
  - b. Protect existing vegetation and trees to remain.
  - c. Dust control.
  - d. Disconnecting, capping or sealing, and removing site utilities or abandoning in place as noted on the drawings.

1.2 RELATED WORK

A. Specified elsewhere:

1. 01 11 00 - Project Summary.
2. 02 07 00 - Selective Demolition.
3. 02 41 00 - Structure Demolition.
4. 31 50 10 - Excavating and Backfilling.

1.3 REGULATORY REQUIREMENTS: Conform to local code and IL EPA regulations for disposal of debris.

1.4 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

- A. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, adopted January 1, 2025, including all addenda.

1.5 QUALITY ASSURANCE

- A. Work shall conform to referenced sections of the IDOT Standard Specifications for Road and Bridge Construction, including all supplements, unless specifically indicated otherwise.
1. Change all references from "Engineer" to "A/E".
  2. References to "Method of Measurement" and "Basis of Payment" do not apply.

PART 2. PRODUCTS (NOT APPLICABLE)

PART 3. EXECUTION

3.1 INSPECTION

- A. Before beginning work, properly locate and verify all present underground utilities and other related existing improvements and protect same wherever they may be encountered in the proposed new construction. Identify known below grade utilities. Call the Joint Utility Locating Information for Excavators (J.U.L.I.E.), phone 1-800-892-0123, for assistance in locating existing utilities. Stake and flag locations.
- B. Identify and flag above grade utilities and geometric control points.
- C. Cooperate with A/E, utility companies, Owner, Mound City Utilities, State agencies and other building trades.
- D. Maintain all benchmarks, monuments and other reference points. If disturbed or destroyed, restore as directed by A/E.

### 3.2 PREPARATION

- A. Do not commence demolition until erosion and sediment control measures are in place.
- B. No clearing shall be started until the Contractor has established limits of work and until the A/E has inspected the site with the Contractor and has given definite instructions as to the limits of clearing. Prior to removal of any tree, obtain A/E's approval.

### 3.3 PROTECTION

- A. Protect plant growth and landscape features designated to remain.
- B. Protect bench marks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.
- D. Protect removed items scheduled to be reused or salvage from damage.

### 3.4 REMOVAL OF SITE IMPROVEMENTS

- A. Remove all vegetation, debris, organic material and otherwise objectionable materials which are not suitable for use as fill for embankments or for support of structural loads or slabs from within the designated area. Extend clearing and grubbing at least 10 feet beyond structure lines. Unless further excavation is required, fill all depressions made by grubbing and compact to 98% of Standard Dry Density before the construction of fill is started.
- B. Broken concrete, paving, utility lines and other unsuitable material shall be disposed of, by the Contractor, legally off the project site.
- C. Remove site slabs, walks and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

### 3.5 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with Owner, City of Mound City, and utilities to shut off indicated utilities.
- B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- C. Excavate for and remove underground utilities indicated to be removed.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor:
    - a. Demolition of existing buildings.
    - b. Removal of above and below-grade construction.
    - c. Hauling-off and disposal of all rubbish, debris and unsuitable or excess materials.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 02 07 00 - Selective Demolition.
  - 2. 02 08 00 - Asbestos Removal.
  - 3. 02 11 00 - Site Demolition.
  - 4. 31 50 10 - Excavating and Backfilling.
  - 5. 32 92 00 - Seeding.

1.3 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

- A. American Society for Testing and Materials (ASTM):
  - 1. ANSI/ASTM C136: Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698: Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. Rammer and 12 inch drop.
  - 3. ANSI/ASTM D1556: Density of Soil in Place by Sand-Cone Method.

1.4 SUBMITTALS

- A. Submit demolition and removal procedures schedule in duplicate to the Architect.
- B. Submit disposal tickets from EPA approved landfill at completion of contract.
- C. Submit copy of IEPA Notification of Demolition and Renovation form to IEPA. Provide copy to Architect and Owner.
- D. Proposed dust-control and noise-control measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation.

1.5 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent occupied structures and public thoroughfares, walks, etc.
- B. Provide and maintain temporary barriers and security devices.
- C. Coordinate with Abatement Contractor for removal of asbestos containing material prior to building demolition.
- D. Erect barrier at perimeter of project site to minimize unauthorized access to the site. Barrier shall be minimum of 4 feet high.

1.6 SALVAGEABLE MATERIAL

- A. The contractor will be allowed to salvage, recycle or sell any materials (except those noted to salvage to PHA) which contractor deems suitable, but does so at his own risk. The Owner shall bear no responsibility for this action.

- B. Contractor shall submit to the Owner an itemized list of all materials to be salvaged.
- C. All materials not included on this list shall be disposed of legally.
- D. Recycling incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling building demolition materials shall accrue to contractor.

#### 1.7 PROTECTION

- A. Prevent damage to existing trees, landscaping, natural features, benchmarks, pavement and utility lines designated to remain.

#### 1.8 NOTIFICATION

- A. The Contractor shall apply for and obtain all required permits and fees and submit all required notices to all applicable federal, state and local agencies, including, but not limited to IDPH and IEPA.

### PART 2. PRODUCTS

#### 2.1 ACCEPTABLE FILL MATERIALS

- A. See Section 31 50 10.
- B. Topsoil: See Section 32 91 15.

### PART 3. EXECUTION

#### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
- B. Before beginning work, properly locate and verify all present underground utilities and other related existing improvements and protect same wherever they may be encountered in the proposed new construction. Identify know below grade utilities. Call the Joint Utility Locating Information for Excavators (J.U.L.I.E.), Phone No. 800-892-0123, for assistance in locating existing utilities. Stake and flag locations.
- C. Maintain all benchmarks, monuments, and other reference points. If disturbed or destroyed, restore as directed by A/E.

#### 3.2 PREPARATION

- A. Identify existing utilities within demolition area. Contact each utility provider for disconnection of services. Any costs associated with the necessary disconnect shall be included in the Bid.
- B. Owner assumes no responsibility for the actual condition of structures to be removed.
- C. Complete and submit to IEPA all required paperwork. Provide copies to the Architects and the Owner.
- D. Erect perimeter fence/barrie prior to start of demolition.
- E. Insure adequate water service is available for demolition needs.

#### 3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, parking, and other building facilities during demolition operations.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- C. Temporary Protection: Erect temporary protection, such as walks and fences as indicated.

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drop line of individual trees or around perimeter drip line of groups of trees to remain.

### 3.4 DEMOLITION & REMOVAL

#### A. Building Demolition:

1. Demolish completely and immediately remove from site.
  - a. Demolish concrete in small sections.
  - b. Break-up and remove slabs on grade and below grade.
  - c. Completely demolish and remove all below grade construction, including, footings, foundation walls, piping and unsatisfactory soils materials as herein specified and noted on drawings.
2. Filling Voids:
  - a. Completely fill below grade areas and voids resulting from demolition of structures, with suitable fill material compacted as specified. See Section 31 50 10. Contractor shall NOT use material from demolition as fill material.

#### B. Site Demolition:

1. Identify, disconnect and cap from site existing utilities. Record removal on project record documents.
2. Remove completely and immediately from site, concrete walks, paving and appurtenances as indicated, on and below grade.

#### C. Maintain and protect existing construction within work area as indicated.

#### D. Remove all debris, rubbish, dangerous and contaminated materials, unacceptable and soils material resulting from demolition and excavating operations from site. Burying of removed materials will not be permitted. Transport materials removed and dispose of same in accordance with IDPH and EPA approved methods.

#### E. The use of explosives will not be permitted.

#### F. Ensure safe passage of persons and traffic around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures facilities and persons. Provide shoring, bracing or support to prevent untimely movement, settlement or collapse of structures to be demolished.

#### G. Properly repair damages caused to adjacent structures and facilities by demolition operations at no expense to the City, or the building owners.

#### H. Cease operations and notify Architect immediately when adjacent structures appear to be endangered. Confirm notification in writing. Do not resume operations until corrective measures have been completed.

#### I. Do not close or obstruct street or walks.

#### J. Use water mist to limit spread of dust and dirt. Comply with governing EPA regulations. Do not use water when it may cause or create hazardous conditions.

#### K. Maintain streets, walks and all public ways free of dirt. Remove all dirt from walks and streets at end of each day.

### 3.5 DISPOSAL

- A. Dispose of all material in accordance with applicable state, federal, and local laws and regulations. Contractor may separate "clean fill" material and dispose of accordingly. All other debris must be disposed of at an EPA approved landfill.

- B. Submit to Architect the location of proposed disposal, including locations for disposal of clean fill material.
- C. Submit to the Architect copies of all landfill disposal tickets at the completion of the project.

3.6 NOTIFICATION FORM

- A. State of Illinois Asbestos Abatement Project Notification Form; all sections to be completed and submitted to the Illinois Environmental Agency (IEPA).
  - 1. This form is on IDPH Asbestos Program Website,  
<http://www.idph.state.il.us/envhealth/asbestos.htm>

END OF SECTION

PART 1. GENERAL

1.1 DESCRIPTION

- A. These general provisions and all the subsequent mechanical sections of this specification shall form the complete mechanical specification for the project, and shall include furnishing all labor, material, equipment, tools and related items required to install a complete and fully operable interior mechanical system as indicated on the drawings and specified herein.
- B. Specific details of installation shown on the drawings and specified in other sections of this specification shall govern in case of any conflict.
- C. Depending upon the scope of this project, certain portions of this section may not apply. However, all mechanical work which is performed shall be governed by this section.

1.2 COORDINATION BETWEEN TRADES

- A. This contractor shall carefully examine all architectural, structural, electrical and any other drawings and specifications pertaining to the construction before fabricating and installing the work described and indicated under these drawings and specifications. This contractor shall coordinate with all other contractors in locating piping, ductwork, equipment, etc., in order to avoid conflict with all other contractors' work.
- B. Special attention shall be given to points where work must furr into walls and pass through chases. It shall be the responsibility of this contractor to leave the necessary room for other trades.

1.3 STRUCTURAL RESPONSIBILITY

- A. This contractor, in performing installation of his equipment and related work, shall be responsible for properly bracing, supporting, etc., any construction to guard against cracking, settling, collapsing, displacing or weakening. No structural member shall be cut or otherwise weakened in any manner without the expressed consent of the Architect.

1.4 WORK LAYOUT

- A. This contractor shall layout his work from construction lines and levels established by the General Contractor and shall be responsible for the proper location and placement of his work.
- B. This contractor shall refer to the architectural and structural drawings and specifications for the general construction of the buildings, for floor and ceiling heights, and for location of walls, partitions, beams, etc., which may, in any way, affect the execution of the work. This contractor shall verify all dimensions, elevations, sizes, locations, etc., of all proposed work indicated on the drawings before fabricating and installing any work to insure proper installation, and shall be held responsible for any error resulting from his failure to do so.
- C. Any discrepancies occurring on the accompanying drawings and between the drawings and the specifications shall be reported to the Engineer prior to any fabrication and installation so that a workable solution can be presented.

1.5 PROTECTION OF THE BUILDING

- A. This contractor shall not store materials or equipment on any roof of any building in such quantity that these parts of the building will be overloaded in any way.

1.6 PROTECTION OF STORED EQUIPMENT

- A. Provide suitable storage for, and completely protect, all materials and equipment prior to installation. Storage shall be dry, clean and safe. Any materials or equipment damaged, deteriorated, rusted or defaced due to improper storage shall be fully repaired, refinished or replaced, as directed by the Architect, and any materials or equipment lost through theft or mishandling shall be replaced, all without additional cost to the PHA.

## 1.7 DRAWINGS

- A. The drawings are generally diagrammatic and indicate the general design and arrangement of the proposed work. The drawings shall not, under any circumstances, be scaled for location of all piping, ductwork and equipment, unless specifically dimensioned on the drawings, shall be subject to building and structural conditions and other trades involved in the general construction.
- B. This contractor shall familiarize himself with the architectural and structural drawings, the work of other trades engaged in the general construction and shall be responsible for the final location of his particular equipment to suit field conditions encountered and to avoid interference with other contractors' work without extra cost to the PHA. The Architect reserves the right to make minor changes in rough-in locations at any time prior to the actual roughing-in.

## 1.8 GUARANTEES AND WARRANTIES

- A. This contractor shall guarantee all equipment, apparatus, materials and workmanship entering into this contract to be the best of its respective kind, and shall replace all parts at his own expense, which have been proven defective, within one year from final acceptance of the work by the Owner. Items of equipment which may have longer guarantees shall have warranties and guarantees completed, in order, and in effect at the time of final acceptance of the work.

## 1.9 CODES AND STANDARDS

- A. Pertinent Federal, State and Local requirements and regulations are hereby made part of this contract. In case of conflict between Contract Documents and above-listed requirements, the latter shall govern. Requirements of authority having local jurisdiction shall supersede all other requirements. Use of term "code" in sections of the specification refers to applicable requirements and regulations of above-listed agencies.
- B. Compliance with the Occupational Safety and Health Act shall be the responsibility of the contractor and under no circumstances shall the Architect be an authority or be held responsible for any acts concerning this regulation.

## 1.10 PROJECT CLEAN-UP

- A. Each contractor shall maintain his portion of this project in a neat and orderly fashion, disposing of debris, cartons, crates and boxes as the contents are installed in the project. This clean-up shall be accomplished each day in order not to create hardships on other trades.

## 1.11 PERMITS, CERTIFICATES, LAWS AND ORDINANCES

- A. This contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all Federal, State and Local laws, ordinances or rules and regulations relating to the performance of the work.
- B. The contractor shall be responsible for applicable inspections and approvals. He shall be responsible for all fees and coordination with authorities having jurisdiction.

## 1.12 TESTING AND ADJUSTMENT

- A. The complete installation shall be tested as in regular service.
- B. All failures or defects in workmanship or material, which are revealed by the tests shall be promptly corrected and the test reconducted.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor
    - a. Furnish all labor, materials, equipment and related items required to completely install test and place in service all plumbing systems as specified herein and shown on the drawings.

PART 2. PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Concrete shall be as specified in Section 03 30 00.
- B. Grouting shall be of the non-shrinking type, see Section 03 30 00.
- C. Bolting shall be carbon steel conforming to ASTM A307 with heavy hexagonal bolts.
- D. Angles, channel, beams, bars and rods shall be steel conforming to ASTM A36/A36M and A 107.
- E. Sleeves shall be standard weight steel pipe having a minimum diameter of one pipe size larger than the overall pipe diameter including installation.

PART 3. EXECUTION

3.1 INSTALLATION

- A. All equipment shall be installed at locations indicated on the drawings and specified herein.
- B. Assembly and installation of equipment shall be in strict accordance with the manufacturer's installation instructions.
- C. Cutting, Fitting and Patching
  - 1. Each respective contractor shall do all cutting and drilling of masonry, wood or metal work and all fitting necessary for proper installation of all apparatus and materials included in these specifications are governed thereby.
  - 2. No cutting or drilling of structure shall be done without first obtaining permission from the Architect. All cutting and drilling shall be done under the supervision of the General Contractor in strict accordance with instructions furnished by the Architect.
  - 3. All patching and finishing shall be done by the contractors whose work has been affected (masonry, plastering, painting, etc.). Each such contractor shall be reimbursed by the contractor whose cutting or drilling makes such patching and finishing necessary.

END OF SECTION

PART 1. GENERAL

1.1 DESCRIPTION

- A. These general provisions and all the subsequent electrical sections of this specification shall form the complete electrical specification for the project, and shall include furnishing all labor, material, equipment, tools and related items required to install a complete and fully operable interior electrical system as indicated on the drawings and specified herein.
- B. Specific details of installation shown on the drawings and specified in other sections of this specification shall govern in case of any conflict.
- C. Depending upon the scope of this project, certain portions of this section may not apply. However, all electrical work which is performed shall be governed by this section.

1.2 COORDINATION BETWEEN TRADES

- A. This contractor shall carefully examine all architectural structural, mechanical and any other drawings and specifications pertaining to the construction before fabricating and installing the work described and indicated under these drawings and specifications. This contractor shall cooperate with all other contractors in locating conduit, light fixtures, boxes, sleeves, equipment, etc., in order to avoid conflict with all other contractor's work.
- B. Special attention shall be given to points where work must furr into walls and pass through chases. It shall be the responsibility of this contractor to leave the necessary room for other trades.

1.3 STRUCTURAL RESPONSIBILITY

- A. This contractor, in performing installation of his equipment and related work, shall be responsible for properly bracing, supporting, etc., any construction to guard against cracking, settling, collapsing, displacing or weakening. No structural member shall be cut or otherwise weakened in any manner without the expressed consent of the Architect.

1.4 WORK LAYOUT

- A. This contractor shall layout his work from construction lines and levels established by the General Contractor and shall be responsible for the proper location and placement of his work.
- B. This contractor shall refer to the architectural and structural drawings and specifications for the general construction of the buildings, for floor and ceiling heights, and for location of walls, partitions, beams, etc., which may, in any way, affect the execution of the work. This contractor shall verify all dimensions, elevations, sizes, locations, etc., of all proposed work indicated on the drawings before fabricating and installing any work to insure proper installation, and shall be held responsible for any error resulting from his failure to do so.
- C. Any discrepancies occurring on the accompanying drawings and between the drawings and the specifications shall be reported to the Architect prior to any fabrication and installation so that a workable solution can be presented.

1.5 PROTECTION OF THE BUILDING

- A. This contractor shall not store materials or equipment on any roof of any building in such quantity that these parts of the building will be overloaded in any way.

1.6 PROTECTION OF STORED EQUIPMENT

- A. Provide suitable storage for, and completely protect, all materials and equipment prior to installation. Storage shall be dry, clean and safe. Any materials or equipment damaged, deteriorated, rusted or defaced due to improper storage shall be fully repaired, refinished or replaced, as directed by the Architect, and any materials or equipment lost through theft or mishandling shall be replaced, all without additional cost to the Owner.

## 1.7 DRAWINGS

- A. The drawings are generally diagrammatic and indicate the general design and arrangement of the proposed work. The drawings shall not, under any circumstances, be scaled for location of all electrical equipment and systems, unless specifically dimensioned on the drawings, shall be subject to building and structural conditions and other trades involved in the general construction.
- B. This contractor shall familiarize himself with the architectural and structural drawings, the work of other trades engaged in the general construction and shall be responsible for the final location of his particular equipment to suit field conditions encountered and to avoid interference with other contractors' work without extra cost to the Owner. The Architect reserves the right to make minor changes in rough-in locations at any time prior to true actual roughing-in.

## 1.8 GUARANTEES AND WARRANTIES

- A. This contractor shall guarantee all equipment, apparatus, materials and workmanship entering into this contract to be the best of its respective kind, and shall replace all parts at his own expense, which have been proven defective, within one year from final acceptance of the work by the Owner. Items of equipment which may have longer guarantees shall have warranties and guarantees completed, in order, and in effect at the time of final acceptance of the work.

## 1.9 CODES AND STANDARDS

- A. Pertinent Federal, State and Local requirements and regulations are hereby made part of this contract. In case of conflict between Contract Documents and above-listed requirements, the later shall govern. Requirements of authority having jurisdiction shall supersede all other requirements. Use of term "code" in sections of the specification refers to applicable requirements and regulations of above-listed agencies.
- B. Compliance with the Occupational Safety and Health Act shall be the responsibility of the Contractor and under no circumstances shall the Architect be an authority or be held responsible for any acts concerning this regulation.

## 1.10 PROJECT CLEAN-UP

- A. Each contractor shall maintain his portion of this project in a neat and orderly fashion, disposing of debris, cartons, crates and boxes as the contents are installed in the project. This clean-up shall be accomplished each day in order not to create hardships on other trades.

## 1.11 PERMITS, CERTIFICATES, LAWS AND ORDINANCES

- A. This Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all Federal, State and Local laws, ordinances or rules and regulations relating to the performance of the work.

## 1.12 TESTING AND ADJUSTMENT

- A. The complete installation shall be tested as in regular service.
- B. All failures or defects in workmanship or material, which are revealed by the tests shall be promptly corrected and the test reconducted.
- C. After erection and testing has been completed, all equipment shall be given trial runs. Full load requirements shall be placed on each side of equipment and all parts shall be subjected to their full operated conditions. All defects observed during the trial runs shall be corrected and all equipment in the complete system shall be turned over to the Owner in first class working order.

## 1.13 EQUIPMENT CONNECTIONS AND WIRING

- A. This Contractor shall install all electrical wiring and make all electrical connections, etc., to equipment furnished by others whenever such equipment is shown on any part of the drawings or mentioned in any section of the specifications, unless otherwise specifically specified hereinafter.

#### 1.14 GROUNDING

- A. The entire electrical system shall be grounded in accordance with Article 250 of the National Electrical Code.

#### 1.15 SHOP DRAWINGS AND OTHER RELATED SUBMITTALS

- A. Submit in Accordance with Section 01 33 23.
- B. Submittal data shall include specification data such as metal gauges, finish, optional accessories, etc., even through such equipment and materials may be detailed on the drawings or specified. In addition, the submittal data shall include performance (certification) data, wiring diagrams where applicable, accurate dimensional data and a recommended spare parts list. Outline or dimensional drawings alone are not acceptable.
- C. No roughing-in, connections, etc., shall be done until approved equipment submittals are in the hands of the contractors. It shall be the contractor's responsibility to obtain approved drawings and to make all connections, etc., in the neatest and most workmanship manner possible. Each installer shall coordinate with all other installers having any connections, roughing-in, etc., to the equipment.
- D. In general, normal catalog information (with particular items underlined or otherwise denoted as being the submitted item) will be acceptable as submittal data. Installation and maintenance instructions must be that information specifically applicable to the item furnished ordinarily supplied with the equipment to the owner with any modifications indicated. Wiring diagrams must be correct for the application. Generalized wiring diagrams, showing alternate methods of connection, will not be acceptable unless all unrelated sections are marked out. Submittal data sheets, which indicate several different model numbers, figure numbers, optional accessories, installation arrangements, etc., shall be clearly marked to indicate the specific items of equipment to be furnished. Samples and certificates shall be furnished as requested. Submittal data must be complete for each piece of equipment; piecemeal data will not be processed.
- E. It shall be noted that approval of shop drawings by the Architect applies only to general design, arrangement, type, capacity and quality. Such approval does not apply to quantities, dimensions, connection locations and the like. In all cases, the contractor alone shall be responsible for furnishing the proper quantity of available space in a satisfactory manner, and that all connections are suitably located.
- F. Before the project is accepted, all submittal data (shop drawings, etc.), must be completed and approved. The Contractor shall bind and furnish one set to the PHA for their records and files and one to the Architect.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor
    - a. Furnish all labor, materials, equipment and related items required to completely install, test and place in service all electrical equipment as specified herein and shown on the drawings.

PART 2. PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Bolting shall be carbon steel conforming to ASTM A307, with heavy hexagonal nuts.
- B. Angles, channels, beams, bars and rods shall be steel conforming to ASTM A36/A36M and A 107, as applicable.

PART 3. EXECUTION

3.1 INSTALLATION

- A. All equipment shall be installed at locations indicated on the drawings and as specified herein.
- B. Assembly and installation of equipment shall be in strict accordance with manufacturer's installation instructions.
- C. Equipment shall be securely anchored in place. Care shall be exercised to correctly orient equipment before securing in place.
- D. Cutting, fitting and patching.
  - 1. This Contractor shall do all cutting and drilling of masonry, steel, wood or iron work and all fitting necessary for the proper installation of all electrical equipment and materials included in these specifications or governed thereby.
  - 2. No cutting or drilling of the structure of any kind, shall be done without first obtaining permission from the Architect.
  - 3. All patching and finishing shall be done by the Contractor whose work has been affected (masonry, plastering, painting, etc). Each such contractor shall be reimbursed by the electrical contractor when the electrical work makes such patching and finishing necessary.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor Provide:
    - a. Single conductor building wire.
    - b. Nonmetallic-sheathed cable.
    - c. Underground feeder and branch-circuit cable.
    - d. Wiring connectors.
    - e. Electrical tape.
    - f. Heat shrink tubing.
    - g. Oxide inhibiting compound.
    - h. Wire pulling lubricant.
    - i. Cable ties.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 26 - Grounding and Bonding.
  - 2. 26 05 33 - Raceways, Boxes & Fittings.
  - 3. 26 05 35 - Boxes for Electrical Systems.
  - 4. 26 24 16 - Panelboards.
  - 5. 26 27 13 - Electricity Metering.
  - 6. 26 32 13 - Exterior Power Distribution.

1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM B800 - Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers; 2005 (Reapproved 2015).
- F. ASTM B801 - Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy Wire for Subsequent Covering of Insulation; 2016.
- G. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- H. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- I. NECA 104 - Recommended Practice for Installing Aluminum Building Wire and Cable; 2012.
- J. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- K. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); 2007.
- L. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.

- M. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- N. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- O. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- P. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- Q. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- R. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- S. UL 493 - Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables; Current Edition, Including All Revisions.
- T. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- U. UL 719 - Nonmetallic-Sheathed Cables; Current Edition, Including All Revisions.
- V. UL 854 - Service-Entrance Cables; Current Edition, Including All Revisions.
- W. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  2. Coordinate the installation of direct burial cable with other trades to avoid conflicts with piping or other potential conflicts.
  3. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data & Samples, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

#### 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

#### 2.1 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

- C. Comply with NEMA WC 70.
- D. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- E. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- F. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- G. Conductor Material:
  - 1. Provide copper conductors except where aluminum conductors are specifically indicated. Substitution of aluminum conductors for copper is not permitted. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
  - 4. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.
- H. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - b. Equipment Ground, All Systems: Green.
    - c. Travelers for 3-Way and 4-Way Switching: Pink.
    - d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

## 2.2 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.

D. Insulation:

1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
  - a. Size 4 AWG and Larger: Type XHHW-2.
2. Aluminum Building Wire (only where specifically indicated or permitted for substitution): Type XHHW-2.

2.3 NONMETALLIC-SHEATHED CABLE

- A. Description: NFPA 70, Type NM multiple-conductor cable listed and labeled as complying with UL 719, Type NM-B.
- B. Conductor Stranding:
  1. Size 10 AWG and Smaller: Solid.
  2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.

2.4 UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE

- A. Description: NFPA 70, Type UF multiple-conductor cable listed and labeled as complying with UL 493, Type UF-B.
- B. Provide equipment grounding conductor unless otherwise indicated.
- C. Conductor Stranding:
  1. Size 10 AWG and Smaller: Solid.
  2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.

2.5 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
  1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
  3. Connectors for Aluminum Conductors: Use compression connectors.
- D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees Fahrenheit for standard applications and 302 degrees Fahrenheit for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- F. Mechanical Connectors: Provide bolted type or set-screw type.
- G. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.6 WIRING ACCESSORIES

- A. Electrical Tape:

1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
  - C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
  - D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
  - E. Cable Ties: Material and tensile strength rating suitable for application.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### 3.3 INSTALLATION

- A. Circuiting Requirements:
  1. Unless dimensioned, circuit routing indicated is diagrammatic.
  2. When circuit destination is indicated without specific routing, determine exact routing required.
  3. Arrange circuiting to minimize splices.
  4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
  5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. B. Install products in accordance with manufacturer's instructions.
- C. C. Perform work in accordance with NECA 1 (general workmanship).
- D. D. Install aluminum conductors in accordance with NECA 104.
- E. E. Install nonmetallic-sheathed cable (Type NM-B) in accordance with NECA 121.
- F. F. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
- G. Direct Burial Cable Installation:
  1. Install cable with minimum cover of 24 inches unless otherwise indicated or required.
  2. Protect cables from damage in accordance with NFPA 70.

3. Provide underground warning tape in accordance with Section 26 05 53 along entire cable length.
- H. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- I. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- J. Terminate cables using suitable fittings.
1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
    - c. Do not use direct-bearing set-screw type fittings for cables with aluminum armor.
- K. Install conductors with a minimum of 12 inches of slack at each outlet.
- L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- N. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
  5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.
  6. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  7. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- P. Insulate ends of spare conductors using vinyl insulating electrical tape.
- Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

PART 1. GENERAL

1.1 1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide: Grounding systems and equipment, plus the following special applications.
  - a. Underground distribution grounding.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 26 05 19 - Low Voltage Electric Power Conductors and Cables.
2. 26 27 26 - Electricity Metering.
3. 26 32 13 - Exterior Power Distribution.

1.3 SUBMITTALS (In accordance with Section 01 33 23)

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2. PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  1. Solid Conductors: ASTM B3.
  2. Bonding Cable or Conductor: As per drawings.
  3. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches in cross section, unless otherwise indicated; with insulators.

2.2 CONNECTORS

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

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, size as per drawings.

## PART 3. EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.

### 3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below final grade, unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

### 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
- B. Report measured ground resistances that exceed the following values:
  - 1. System with Capacity 500 kVA and Less: 10 ohms.
  - 2. System with Capacity 500 to 1000 kVA: 5 ohms.
  - 3. Pad-Mounted Equipment: 5 ohms.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor
    - a. Furnish and install the followings:
      - 1) Metal Conduit.
      - 2) Nonmetallic Conduit.
      - 3) Conduit Fittings.
      - 4) Outlet boxes and junction Boxes.
      - 5) Hangers
      - 6) Air sealing.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 19 - Low Voltage Electric Power Conductors and Cables.
  - 2. 26 05 26 - Grounding and Bonding.
  - 3. 26 05 35 - Boxes for Electrical Systems.
  - 4. 26 24 16 - Panelboards.

1.3 QUALITY ASSURANCE

- A. AGeneral:
  - 1. Basic materials and accessories required in raceway systems shall be of the type and grade in accordance with stated Underwriter's approved standards as particularly applicable and specified herein. New material and equipment shall be used for the entire project.
  - 2. Materials other than those listed herein shall be of the size, type and capacity indicated on the drawings and by specifications. Insofar as possible, use one type and quality.

1.4 DEFINITIONS

- A. RGSC: Rigid Galvanized Steel Conduit.

PART 2. PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Metallic Conduit:
  - 1. All metallic conduit shall be tubular mild steel. Circular in cross section and of uniform wall thickness.
  - 2. Rigid steel conduit shall be galvanized inside and outside by the hot dip process.
  - 3. EMT (Thinwall) shall be galvanized on the outside by the electro-galvanized process. The inside shall have a baked elastic coating of enamel.
- B. Nonmetallic Conduits:
  - 1. NEMA TC 2; Schedule 40 PVC for below grade insulation and schedule 80 PVC for above grade installation.
- C. Fittings:
  - 1. EMT Conduit:
    - a. Fittings shall be all steel and of the compression type.
  - 2. 2Rigid Conduit

- a. Metallic conduit fittings shall be heavy-duty galvanized cast ferrous type with full threaded hubs and gasketed covers.
  - b. Furnish mogul type for conduits sized 1-1/2" and larger.
  - c. Assemble with zinc-coated or cadmium plated screws.
  - d. Furnish type as manufactured by Appleton, T & B, Efcor or approved equal.
3. Nonmetallic Conduit:
- a. NEMA TC 3.
- D. Outlet Boxes and Junction Boxes:
- 1. Outlet boxes shall be furnished for all devices, and pull boxes and junction boxes shall be furnished at all points of splicing, tapping, etc., where required. Outlet boxes shall be non-metallic or stamped steel, octagonal or square, of suitable and ample size. Exercise care to size boxes according to Paragraph 370-6 of the Electrical Code. All boxes shall be complete with covers of the same material as the boxes unless noted otherwise.
  - 2. Gang boxes and plates shall be used for multiple devices such as switches.
  - 3. Boxes shall be used for all non-metallic sheathed cable rough-in.
- E. Hangers
- 1. Conduit Hangers
    - a. One-hole strap, steel and malleable iron - T & B, Appleton, Steel City or approved equal.
    - b. Conduit clamp, steel - T & B, Appleton, Steel City or approved equal.

### PART 3. EXECUTION

#### 3.1 INSTALLATION

- A. Conduit shall be fastened to walls with one-hole straps or conduit clamps.
- B. No conduit shall be supported by equipment to which it is connected.
- C. Clean all conduit before pulling wire.
- D. Provide all necessary couplings and fittings made of the same material and with same finish as conduit.
- E. Metallic conduit systems shall be electrically continuous in their entirety.
- F. Install junction boxes for mounting or connecting to switched, outlets, lighting fixtures or control devices whether or not shown on the drawings.
- G. Boxes shall be at least 1-1/2" deep and/or deeper as required by the National Electrical Code and as required by construction conditions.
- H. Boxes shall have only the holes required to accommodate the non-metallic sheathed cable at point of installation.
- I. All boxes shall be rigidly secured in position. All flush mounted boxes shall be so set that the front edge of the box shall be flush with finished wall or ceiling line.
- J. Where any outlet is shown in same location as any heating, air conditioning or plumbing equipment, verify physical dimensions of such equipment with the Mechanical Contractor and install outlet with a minimum clearance of 3" from any such apparatus. Contractor shall be responsible for determining such conflicts.
- K. Where standard boxes are not suitable, provide boxes of special design to suit space and function.
- L. Any outlet installed so that the wall or ceiling opening is not covered by a wall plate, fixture, or other device, shall be reinstalled. Contractor to bear cost of such work.
- M. Branch circuits shall be installed as shown on the plans. Outlets shall be located approximately as shown on the plans and shall be properly centered where located in special interior finish. Wall switch outlets

shall be installed as shown on the plans and shall be wired to provide control of outlets as indicated. The conductors terminating each wired outlet shall be left not less than eight (8) inches long at their outlet mechanically and electrically secure.

- N. Hangers of the type specified herein shall be installed to support the conduits, boxes and accessories required.
- O. Hangers shall be equipped with all nuts, bolts, rods, washers, etc., necessary for complete installation.
- P. All boxes shall be air sealed in accordance with the International Energy Conservation Code.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor Provide:
    - a. Underground boxes/enclosures.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
  - 2. 26 05 26 - Grounding and Bonding.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. SCTE 77 - Specification for Underground Enclosure Integrity; 2017.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 508A - Industrial Control Panels; 2013.

1.4 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data, & Samples, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures and underground boxes/enclosures.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.

4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Underground Boxes/Enclosures:
1. Description: In-ground, solid bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
  2. Size: As indicated on drawings.
  3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 18 inches.
  4. Applications:
    - a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77, Tier 8 load rating.
    - b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
  5. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
    - a. Combination fiberglass/polymer concrete boxes/enclosures are acceptable.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
  1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Underground Boxes/Enclosures:
  1. Install enclosure on gravel base, minimum 6 inches deep.
  2. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
- G. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- H. Close unused box and raceway openings.
- I. Provide grounding and bonding in accordance with Section 26 05 26.

3.3 CLEANING

- A. Clean interior of boxes and raceways to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor Provide:
    - a. Load centers.
    - b. Overcurrent protective devices for panelboards.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 26 - Grounding and Bonding.
  - 2. 26 27 13 - Electricity Metering: For interface with equipment specified in this section.

1.3 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e (Amended 2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2025.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2018.
- E. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000V or Less; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 67 - Panelboards; Current Edition, Including All Revisions.
- J. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- K. UL 869A - Reference Standard for Service Equipment; Current Edition, Including All Revisions.
- L. UL 943 - Ground-Fault Circuit-Interruption; Current Edition, Including All Revisions.
- M. UL 1699 - Arc-Fault Circuit-Interruption; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, & SAMPLES, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  - 1. Include dimensioned plan and elevation views of panelboards and adjacent equipment with all required clearances indicated.

## 1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Schneider Electric; Square D Products
- B. An PHA prior approved equal.

### 2.2 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
  - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
  - 2. Label equipment utilizing series ratings as required by NFPA 70.
- D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
  - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Outdoor Locations: Type 3R.
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
  - 3. Fronts:

- a. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
  - b. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

## 2.3 LOAD CENTERS

- A. Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.
- B. Bussing:
- 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  - 2. Bus Material: Copper.
- C. Circuit Breakers: Thermal magnetic plug-in type.
- D. Enclosures:
- 1. Provide flush-mounted enclosures unless otherwise indicated.
  - 2. Fronts: Provide hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  - 3. Provide circuit directory label on inside of door or individual circuit labels adjacent to circuit breakers.

## 2.4 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
- 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
    - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  - 3. Conductor Terminations:
    - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
  - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
  - 6. Provide the following circuit breaker types where indicated:
    - a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
    - b. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Combination type listed as complying with UL 1699.
  - 7. Do not use handle ties in lieu of multi-pole circuit breakers.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.

- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- I. Provide grounding and bonding in accordance with Section 26 05 26.
- J. Install all field-installed branch devices, components, and accessories.
- K. Provide filler plates to cover unused spaces in panelboards.
- L. Label all panelboards with printed labels.

### 3.3 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.

### 3.4 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Equipment for Utility electricity metering, including meter base.
- B. By Others:
  - 1. By Utility:
    - a. Disconnection and reconnection of power from utility.
    - b. Meters.

1.2 RELATED WORK

- A. Specified Elsewhere
  - 1. 26 05 26 - Grounding and Bonding.
  - 2. 26 28 16 - Enclosed Switched

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate work to provide equipment suitable for interface with electricity metering systems to be provided.
  - 2. Coordinate work with utility company (Ameren).
  - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, & SAMPLES, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for electricity metering systems and associated components and accessories. Include ratings, configurations, standard wiring diagrams, dimensions, service condition requirements, and installed features.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Store products in manufacturer's unopened packaging, keep dry and protect from damage until ready for installation.

1.8 FIELD CONDITIONS

- A. Maintain field conditions within required service conditions during and after installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Meter Bases shall be of a type as specified on drawings - Square D, superior, millbank, or approved equal.
- B. Products other than basis of design are subject to compliance with specified requirements and prior approval of Architect and PHA. By using products other than basis of design, Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.
- C. Source Limitations: Furnish electricity meters produced by a single manufacturer and obtained from a single supplier.

### 2.2 METER BASES

- A. Manufacturer shall be as acceptable to the Utility with the following requirements:
  - 1. Lever Bypass.
  - 2. Aluminum/Copper Bus Bar
  - 3. Ringless Socket
  - 4. U.L. Listed with NEMA 3R enclosure.
  - 5. Single Phase, 3-wire configuration (120/240 VAC).
  - 6. Steel, Factory Painted Enclosure.
  - 7. 225 - AMP Current Rating; 1200 AMP Bus Rating.
- B. Configure/provide meter base/ as shown on the drawings for number and arrangement of meter sockets.
- C. Main breaker shall be in NEMA 3R enclosure.
- D. Label each meter and main breaker with the appropriate address.

### 2.3 METER CENTER

- A. Manufacturer shall be as acceptable to the Owner with the following requirements:
  - 1. Main fusible switch.
  - 2. Aluminum/Copper bus bar.
  - 3. Steel factory painted enclosure.
  - 4. U.L. listed with NEMA 3 enclosure.
  - 5. Single phase, 3-wire configuration (120/240 VAC).
- B. Configure/Provide meter center as shown on drawings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of metering systems and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive meters.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).

- B. Install products in accordance with manufacturer's instructions.
- C. Provide required support and attachment components in accordance with Section 26 05 29.
- D. Provide grounding and bonding in accordance with Section 26 05 26.

3.3 FIELD QUALITY CONTROL

- A. Correct deficiencies and replace damaged or defective system components.

3.4 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.5 PROTECTION

- A. Protect installed system components from subsequent construction operations.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor Provide:
    - a. Enclosed safety switch.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 26 - Grounding and Bonding.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2018.
- C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.
- H. UL 869A - Reference Standard for Service Equipment; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data & Samples, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Schneider Electric; Square D Products
- B. An approved equal by PHA prior to bidding.

2.2 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.

- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature: Between -22 degrees Fahrenheit and 104 degrees Fahrenheit.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
  - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- G. Enclosed Safety Switches Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- H. Provide with switch blade contact position that is visible when the cover is open.
- I. Conductor Terminations: Suitable for use with the conductors to be installed.
- J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Outdoor Locations: Type 3R.
- L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- M. Heavy Duty Switches:
  - 1. Comply with NEMA KS 1.
  - 2. Conductor Terminations:
    - a. Lug Material: Copper, suitable for terminating copper conductors only.
  - 3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

### 3.3 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### 3.4 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor Provide:
    - a. Installation of new secondary distribution conductors.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 26 05 33 - Raceways, Boxes and Fittings.
  - 2. 26 27 13 - Electricity Metering.

1.3 SUBMITTALS

- A. Product Data

1.4 SYSTEM DESCRIPTION

- A. Underground distribution line consisting of one circuit operating at 240V from service to maintenance building as shown on drawings.

1.5 DEFINITIONS

- A. BIL: Basic Impulse Level, stated in kilovolts.
- B. HDPE: High-Density Polyethylene.
- C. Primary: Conductors and components for circuits operating at the utilization voltage of 7.5 kv.
- D. Secondary: Conductors and components for circuits operating at the utilization voltage of 600V or less.

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect and PHA not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.

PART 2. PRODUCTS

2.1 LINE CONDUCTORS

- A. Secondary Conductors:
  - 1. Underground Secondary Conductors: Triplex aluminum conductor, concentric stranded or compressed 1350-H19 aluminum conductors, cross linked polyethylene insulation, two phase and one neutral, ASTM B-230, B-231, UL standard 854 for Type USE federal specification JC-30B NEC, 600 volt secondary.

2.2 SPLICE KITS

- A. Connectors and Splice Kits: Comply with IEEE 404; type as recommended by cable or splicing kit manufacturer for the application.
- B. Splicing Products: As recommended, in writing, by splicing kit manufacturer for specific sizes, ratings, and configurations of cable conductors. Include all components required for complete splice, with detailed instructions.
  - 1. Combination tape and cold-shrink-rubber sleeve kit with re-jacketing by cast-epoxy-resin encasement or other waterproof, abrasion-resistant material.

2. Heat-shrink splicing kit of uniform, cross-section, polymeric construction with outer heat-shrink jacket.
3. Premolded, cold-shrink-rubber, in-line splicing kit.
4. Premolded EPDM splicing body kit with cable joint sealed by interference fit of mating parts and cable.

## 2.3 SOLID TERMINATIONS

- A. Multiconductor Cable Sheath Seals: Type recommended by seal manufacturer for type of cable and installation conditions, including orientation.
  1. Compound-filled, cast-metal body, metal-clad cable terminator for metal-clad cable with external plastic jacket.
  2. Cold-shrink sheath seal kit with preformed sleeve openings sized for cable and insulated conductors.
- B. Shielded-Cable Terminations: Comply with the following classes of IEEE 48. Insulation class is equivalent to that of cable. Include shield ground strap for shielded cable terminations.
  1. Class 1 Terminations: Modular type, furnished as a kit, with stress-relief tube; multiple, molded-silicone rubber, insulator modules; shield ground strap; and compression-type connector.
  2. Class 1 Terminations: Heat-shrink type with heat-shrink inner stress control and outer nontracking tubes; multiple, molded, nontracking skirt modules; and compression-type connector.
  3. Class 1 Terminations: Modular type, furnished as a kit, with stress-relief shield terminator; multiple-wet-process, porcelain, insulator modules; shield ground strap; and compression-type connector.
  4. Class 1 Terminations, Indoors: Kit with stress-relief tube, nontracking insulator tube, shield ground strap, compression-type connector, and end seal.
  5. Class 2 Terminations, Indoors: Kit with stress-relief tube, nontracking insulator tube, shield ground strap, and compression-type connector. Include silicone-rubber tape, cold-shrink-rubber sleeve, or heat-shrink plastic-sleeve moisture seal for end of insulation whether or not supplied with kits.
  6. Class 3 Terminations: Kit with stress cone and compression-type connector.
- C. Nonshielded-Cable Terminations: Kit with compression-type connector. Include silicone-rubber tape, cold-shrink-rubber sleeve, or heat-shrink plastic-sleeve moisture seal for end of insulation whether or not supplied with kits.

## 2.4 SEPARABLE INSULATED CONNECTORS

- A. Description: Modular system, complying with IEEE 386, with disconnecting, single-pole, cable terminators and with matching, stationary, plug-in, dead-front terminals designed for cable voltage and for sealing against moisture.
- B. Terminations at Distribution Points: Modular type, consisting of terminators installed on cables and modular, dead-front, terminal junctions for interconnecting cables.

## PART 3. EXECUTION

### 3.1 INSTALLATION

- A. Existing building primary and secondary service, as noted on the plans, is to remain in its place. Connections shall terminate at the insulator rack and shall require new compression connectors. Make all necessary connections back to service drops, transformers, etc.

### 3.2 CONDUCTOR INSTALLATION, GENERAL

- A. Install cables according to IEEE 576.

- B. Handle and string conductors to prevent cuts, gouges, scratches, kinks, flattening, or deformation. Remove damaged sections and splice conductors.
  - 1. String new conductors to "initial" sag table values recommended by manufacturer for type and size of conductors.
- C. Connections, Splices, and Terminations: Use kits for the specific type of connection and combination of materials used in the connection, or recommended for the specific use by manufacturer of material on which applied.
  - 1. Splice Location: Do not install within 10 feet of a support.
  - 2. Line Conductors and Service Drops: Install so strength exceeds ultimate rated strength of conductor.
  - 3. Splices and Terminations of Covered Conductors: Comply with manufacturer's written instructions.
  - 4. Splices and Terminations of Insulated Conductors of Self-Supported, Medium-Voltage Cable: Comply with manufacturer's written instructions.

### 3.3 LINE CONDUCTOR INSTALLATION

- A. Pull Conductors: Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
  - 1. Where necessary, use manufacturer-approved pulling compound or lubricant that will not deteriorate conductor or insulation.
  - 2. Use pulling means, including fish tape, cable, rope, and basket-weave cable grips that will not damage cables and raceways. Do not use rope hitches for pulling attachment to cable.
- B. Install direct-buried cables on leveled and tamped bed of 3-inch thick, clean sand. Separate cables crossing other cables or piping by a minimum of 4 inches of tamped earth. Install permanent markers at ends of cable runs, changes in direction, and buried splices.
- C. Install "buried-cable" warning tape 12 inches above cables.
- D. Install cable splices at pull points and elsewhere as indicated; use standard kits.
- E. Install terminations at ends of conductors and seal multiconductor cable ends with standard kits.
- F. Ground shields of shielded cable at terminations, splices, and separable insulated connectors. Ground metal bodies of terminators, splices, cable and separable insulated-connector fittings, and hardware.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Stockpile topsoil and usable soil on site.
  - 2. Provide fill material, including soil for fill or excavations and topsoil.
  - 3. Place and compact fills to rough grade elevations.
  - 4. Backfill and compact all excavations.
  - 5. Dewater excavations.
  - 6. Remove excess material.
  - 7. Testing of material.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 01 45 29 - Testing Laboratory Services.
  - 2. 02 11 00 - Site Demolition.
  - 3. 02 41 00 - Structure Demolition.
  - 4. 32 91 15 - Finish Grading.
  - 5. 32 92 00 - Seeding.

1.3 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM D698: Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5 lb. Rammer and 12 in drop.
  - 2. ASTM D2922: Density of soil and soil-aggregate in place by nuclear methods (shallow depth).
- B. Standards
  - 1. Illinois Department of Transportation (IDOT):
    - a. Standard Specifications for Road and Bridge Construction, latest edition, including all addenda, deleting all references to methods of measurement and payment, and interpreting Engineer to mean Architect.

1.4 SITE MATERIALS AND COMPACTION TESTING

- A. Prior to filling operations, the Contractor will engage a recognized testing laboratory acceptable to the Architect to examine, approve and perform standard Moisture-Density Relationship tests on Contractor's proposed borrow materials for fills.
- B. Testing and analysis of compacted fill materials will be performed by an independent testing laboratory employed and paid for by the Contractor. Testing will be performed in a manner to least encumber performance of work. Contractor shall coordinate with testing laboratory to ensure a representative of the laboratory is present during fill operations.
- C. During installation of fills the same laboratory will be engaged to test fills for density with a minimum of one test per 1,000 sq. ft. per lift of fill using ASTM D2422 or other approved methods. Any tests indicating non-compliance with required densities shall be recompacted and retested until specified density is attained and shall be paid for by the Contractor.
- D. When, during progress of work, tests indicate that recompacted materials cannot meet specifications, remove defective work, replace and retest, as directed in writing by the Architect.

- E. Ensure that all compacted fills are tested before proceeding with placement of surface materials.

1.5 SUBMITTALS

- A. In Accord with 01 33 23:

1. Submit samples of each type of excavated and additional fill materials to be used. Forward samples to Testing Laboratory packed tightly in containers to prevent contamination.
2. When recent test results are available for fill materials to be used, disregard samples submission and submit the test results to the Testing Laboratory. Test results shall clearly indicate material types, composition, hardness, compatibility and suitability for proposed usage.
3. Testing laboratory to submit two (2) copies of daily field test reports to Architect, with one (1) copy to Contractor, of Moisture-Density Relationship tests on borrow materials for fill.
4. Testing laboratory to submit two (2) copies of daily field test reports to Architect, with one (1) copy to Contractor, of density tests performed on fills and subbase materials.

1.6 PROTECTION

- A. Protect features remaining as part of final landscaping.
- B. Protect structures, bench marks, roads, paving and curbs against damage from equipment and vehicular or foot traffic.
- C. Protect excavations by methods to prevent cave-ins or loose dirt from falling into excavations.
- D. Underpin adjacent structure which may be damaged by excavation work, including service line and pipe chases.
- E. Notify Architect immediately of unexpected subsurface conditions and discontinue work in area until Architect issues written notification to resume work. Confirm notification in writing.
- F. Protect bottom of excavations and soil around and beneath foundations from frost.
- G. Grade around excavations to prevent surface water runoff into excavated areas.

PART 2. PRODUCTS

2.1 ACCEPTABLE FILL MATERIALS

- A. Type A: Gravel: Angular pit run crushed natural stone; free from shale, clay, friable materials and debris; graded within the following limits:

	<u>SIEVE SIZE</u>	<u>% PASSING</u>
1.	2 inches	100
2.	1 inch	95
3.	3/4 inch	95 to 100
4.	5/8 inch	75 to 100
5.	3/8 inch	55 to 85
6.	No. 4	35 to 60
7.	No. 16	15 to 35
8.	No. 40	10 to 25
9.	No. 200	5 to 10

- B. Type B: Sand: Clean natural river or bank sand; free from silt, clay, loam, friable or soluble materials and organic matter; graded within the following limits:

	<u>SIEVE SIZE</u>	<u>% PASSING</u>
1.	No. 4	100

- |    |         |           |
|----|---------|-----------|
| 2. | No. 14  | 10 to 100 |
| 3. | No. 48  | 5 to 90   |
| 4. | No. 100 | 4 to 30   |
| 5. | No. 200 | 0         |

- C. Type C Soil Fill: Soil classification groups GW, GP, GM, SW, SP, SM, and CL or a combination of these groups; free from roots, rocks larger than three inches in size, and building debris. Use subsoil excavated from site only when conforming to specifications. All fill soils must be acceptable to the Geotechnical Engineer prior to placement and compaction.
- D. Type D: Top soil: See Section 32 91 15.

PART 3. EXECUTION

3.1 PREPARATION & LAYOUT

- A. Establish extent of excavated areas by area and elevation. Designate and identify data elevation.
- B. Set specified lines and levels.
- C. Maintain bench marks, monuments and other reference points.

3.2 UTILITIES

- A. Before starting excavation, establish location and extent of underground utilities occurring in work area, including utilities owned by the PHA.
- B. Maintain, reroute or extend existing utility lines to remain which pass through work area.
- C. Protect utility services uncovered by excavation.
- D. Remove abandoned utility service lines from area(s) of excavation; cap, plug or seal such lines and identify at grade.
- E. Accurately locate and record abandoned and active utility lines rerouted or extended, on Project Record Documents in accord with 01 77 00.

3.3 EXCAVATION

- A. Excavate subsoil in accord with lines and levels established for the work, including space for forms, bracing and shoring, and to permit inspection.
- B. Perform additional excavation only by Architect's written authorization.
- C. Hand trim excavations and leave free from loose or organic matter.
- D. When complete, verify soil bearing capacities, depths and dimensions.
- E. Correct unauthorized excavation in accord with Architect's written directions.
- F. Fill over-excavated areas under bearing surface with concrete specified for foundations or specified gravel. Compact to 95% maximum dry density as determined by the ASTM D698 tests (Standard Proctor).
- G. Excavations shall not interfere with normal 45 degree bearing splay of any foundation.
- H. Stockpile excavated subsoil for reuse; remove excess or unsuitable subsoil from site.

3.4 BACKFILLING

- A. Stockpile fill materials in areas designated by the Architect.
- B. Do not start backfilling operations until any underground or underfloor systems have been inspected and approved.

- C. Ensure areas to be backfilled are free from debris, snow, ice and water and that ground surfaces are not frozen.
  - D. Do not backfill over existing subgrade surfaces which are porous, wet or spongy.
  - E. Compact existing subgrade and finish grade surfaces when densities, determined by testing laboratory, are not equal to that specified for backfill material.
  - F. Cut-out soft areas of existing grade or subgrade. Backfill with acceptable materials and compact to specified density.
  - G. Backfill areas to grades, contours, levels and elevations shown.
    - 1. Backfill all areas in which existing construction has been removed.
    - 2. Backfill with approved materials as follows:
      - a. Soil fill shall be placed in eight (8) inch lift (maximum) to six (6) inches below finish grade and covered with six (6) inches topsoil.
  - H. Backfill symmetrically and as early as possible to allow maximum time for natural settlement and compaction.
  - I. Place and compact fill materials in continuous layers not exceeding 8" loose depth.
  - J. Maintain optimum moisture content of backfill materials to attain specified compaction density.
- 3.5 FILL TYPES AND COMPACTION: Compact all fill and backfill to specified values based on Standard Proctor tests.
- A. Existing Ground In Place:

<u>AREA/CONDITION</u>	<u>PERCENT OF COMPACTION</u>		
1. Overlot - landscaped area			85%
2. Slabs on grade and parking areas			95%
a. 2' or more below subgrade			90%
b. Less than 2' below subgrade			95%
B. Backfill Materials:			
<u>AREA/CONDITION</u>	<u>FILL TYPE</u>	<u>MAXI LIFT</u>	<u>PERCENT OF COMPACTION</u>
1. Demolished Areas:			
a. Soil Fill	D	8 in.	95%
C. Moisture Content: Not less than 2% below optimum moisture content determined in accord with:			
1. Standard Proctor Test: ASTM D698 or AASHTO T-99.			

3.6 SURPLUS MATERIALS

- A. Remove surplus materials from site.
- B. Leave stockpile areas completely free of all excess fill materials and ready to receive seeding.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
  - 1. Contractor:
    - a. Finish grade subsoil.
    - b. Place, finish grade and compact topsoil.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 02 11 00 - Site Demolition.
  - 2. 02 41 00 - Structure Demolition.
  - 3. 31 50 10 - Excavating & Backfilling.
  - 4. 32 92 00 - Seeding.

1.3 PROTECTION: Prevent damage to existing trees, bench marks, sidewalks pavement and utility lines.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Topsoil: Friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range PH of 5.5 to 7.5; containing a minimum of 4% and a maximum of 25% organic matter.

PART 3. PRODUCTS

3.1 SUBSOIL PREPARATION

- A. Rough grade subsoil systematically as early as possible to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches and stones in excess of 6" in size. Remove subsoil which has been contaminated with petroleum products and dispose of in accord with EPA requirements.
- B. Bring subsoil to indicated levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- C. Slope grade away from buildings minimum 2" in 10'.
- D. Cultivate subgrade to a depth of 3", where topsoil will be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- E. Compact subsoil at 90% maximum density, standard proctor for cohesive materials or 95% relative density for cohesionless materials, where topsoil will be placed.

3.2 PLACING TOPSOIL

- A. Place topsoil in areas where seeding and planting will be performed. Place to 6" minimum depth, up to finished grade elevations.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Line grade topsoil, eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of subgrades.
- D. Remove stone, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around building structures, walks and paving to prevent damage which may be caused by grading equipment.

F. Lightly compact placed topsoil.

3.3 SURPLUS MATERIAL

A. Remove surplus subsoil and topsoil from site.

B. Leave stockpile areas and entire job site clean and raked, ready to receive seeding and landscaping.

END OF SECTION

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor: Provide seeding and fertilizing of all disturbed lawn areas.
  - a. Prepare topsoil to receive seed.
  - b. Reshape finish grade as required.
  - c. Provide seeding and fertilizing of all disturbed lawn areas.
  - d. Maintain seeded areas until project completion and acceptance.

1.2 RELATED WORK

A. Specified elsewhere:

1. 02 11 00 - Site Demolition.
2. 02 41 00 - Structure Demolition.
3. 31 50 10 - Excavating & Backfilling.
4. 32 91 15 - Finish Grading.

1.3 QUALITY ASSURANCE

- A. Grass seed shall comply with tolerance for purity and germination established by "Official Seed Analysts of North America".

1.4 DELIVERY, STORAGE & HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage or pure seed, year of production net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis and manufacturer's name.
- C. Deliver all products in sufficient quantity and time to maintain approved construction schedule, as amended.
- D. Store all products off the ground, in a dry location, out of way of construction operations. Provide protection to prevent damage until installed.
- E. Follow Manufacturer's recommendations for handling.

PART 2. PRODUCTS

2.1 GROWING MEDIA

- A. Topsoil: See Section 32 91 15.

2.2 SOIL AMENDMENTS

- A. Fertilizer: Commercial type with 50% of the elements derived from organic sources.
1. For lawns, provide fertilizer with percentage required to provide not less than 5 lbs. of 12-12-12 per 1000 square feet of lawn area.

2.3 SEED

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified.
- B. Provide the following turf type tall fescue and bluegrass mixture for all lawn areas shown on drawings.

1. Fine Leaf Turf Tall Fescue: 60% of total, 97% purity, 85% germination, 2% weed
  2. Kentucky Blue Grass: 30% of total, 85% purity, 80% germination, 1% weed
  3. Perennial Ryegrass: 10% of total, 98% purity, 85% germination, 1% weed
- C. Provide no less than 5 lbs. of seed per 1000 square feet of lawn area.

## 2.4 ACCESSORIES

- A. Mulching material: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Hay or chopped cornstalks is not acceptable.
1. Apply mulching material at a rate of five (5) bales per 1,000 square feet over all newly seeded areas.
- B. Special Erosion Control Materials: Comply with IDOT Specification; Article 1081.10.
1. Excelsior blanket: min. 0.63 lb/sq yd (+/- 10%).
  2. Knitted straw mat: min. 0.50 lb/sq yd.
  3. Appurtenances as necessary and required.

## PART 3. EXECUTION

### 3.1 PREPARATION

- A. Examine conditions and notify Architect immediately of all conditions that would impair proper performance of the work. Confirm notification in writing. Start of work or failure to give notification, constitutes acceptance of existing conditions.
- B. Protect underground improvements from damage.
- C. Remove all foreign materials, plants, roots, stones, sticks and debris from site. Do not bury foreign material.
- D. Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
- E. Remove all foreign materials collected during cultivation from site.
- F. Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
- G. Finish ground level firm and sufficient to prevent sinkage pockets where irrigation is applied. Grade lawn areas to assure positive drainage.

### 3.2 FERTILIZING

- A. Apply fertilizer at specified rate.
- B. Do not apply grass seed and fertilizer at same time, in same machine.
- C. Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

### 3.3 SEEDING

- A. Apply seed mixture as stated in 2.2 of this section between April 15 to June 30 and from September 15 to December 1. If seeding is applied on dates other than that above, the rates of application shall be as follows:

Fertilizer - 75% of specified quantity

Seed - 50% of specified quantity

Mulch - 100% of specified quantity

When partial application occurs during July 1 through September 15 and December 1 through April 15, the remainder of the fertilizer plus 75% of specified quantity of seed shall be applied by overseeding during September, October and November or during May and June.

- B. Apply seed at a rate scheduled evenly in two perpendicular intersecting directions. Rake in lightly.
- C. Do not sow immediately following rain, when ground is too dry, during windy periods, when the ground is in a frozen condition, or covered with snow.
- D. Roll seeded areas with roller not exceeding 112 lbs.
- E. Apply water with fine spray immediately after each area has been sown.
- F. Apply mulching material at rate specified. Mulch material shall be tamped into soil and thoroughly watered to prevent erosion of mulch.
- G. Provide knitted straw mat or excelsior blanket at all areas where slopes are greater than 4:1 (H:V), in ditch & swale flow lines with slopes of 2% or less, and at other areas as shown on drawings. Install as per IDOT and manufacturers requirements.
- H. Lay blankets and mats, in the direction of flow, as per IDOT standards: overlap end of strips a minimum 6" with upstream section on top. Fasten all matting with metal staples or wood stakes as per IDOT and the manufacturer's requirements.
- I. Apply straw mulch within 24 hours of seeding at a rate of 150 lbs./1000 sq. ft. (5 average bales). Apply evenly so there are no large bare areas, but at a thickness that allows proper growth of seedlings. The mulch shall be free of excessive lumps of matted or compacted material. Unless specifically waived, straw mulch shall be anchored into soil by means of a mechanical flat-blade crimper.

#### 3.4 MAINTENANCE PERIOD

- A. Maintenance period: Until project completion and acceptance, but not less than two weeks or until grass is established and ready for first mowing and watering by Contractor.

#### 3.5 MAINTENANCE

- A. Maintain surfaces; supply additional topsoil in low areas, including areas affected by erosion.
- B. Water to ensure uniform seed germination and to keep surface of soil damp. Water daily for at least one week. If seeding is applied between July 1 to September 1, water daily for at least two weeks.
- C. Apply water slowly so that surface of soil will not puddle and crust.
- D. After first mowing, by PHA, water grass sufficiently to moisten soil from 3 to 5 inches deep.
- E. Apply weed killer when weeds start developing, during calm weather, when air temperature is above 50 degrees F.
- F. Replant damaged areas showing root growth failure, deterioration, bare or thin spots and eroded areas. Replant by method and rates specified above.

3.6 RESTORATION: Restore pavement, concrete, grassed areas, planted areas and structures damaged during execution of work.

3.7 ACCEPTANCE: Seeded areas will be accepted at end of maintenance period when seeded areas are properly established and otherwise acceptable.

END OF SECTION