

PROJECT MANUAL
LINCOLN HOUSING AUTHORITY
LINCOLN MANOR
INTERIOR RENOVATIONS
at BUILDINGS ST AND UV
10 Franklin Street Lincoln, Rhode Island 02865

H.U.D. PROJECT NUMBER: RI 18-1A
AMP NUMBER: RI18001

SEPTEMBER 15, 2025



THE LINCOLN HOUSING AUTHORITY

Claudette Kuligowski, Executive Director

William H. Peppes, Chairman
Kevin McPeak, Vice Chairmen

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ROWSE ARCHITECTS, INCORPORATED
400 MASSASOIT AVENUE
SUITE 300, SECOND FLOOR
EAST PROVIDENCE, RHODE ISLAND 02914
(401) 331-9200
FAX (401) 331-9270

<u>SECTION NUMBER</u>	<u>TITLE</u>
00 01 10	TABLE OF CONTENTS
00 11 13	ADVERTISEMENT FOR BID
00 11 16	INVITATION TO BID
00 11 17	SCHEDULE OF DRAWINGS
00 21 13	INSTRUCTIONS TO BIDDERS (HUD - 5369)
00 21 14	REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS (HUD-5369A)
00 21 15	SUPPLEMENTARY INSTRUCTIONS TO REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS
00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00 42 13	PROPOSAL FORM
00 43 13	BID BOND
00 43 39	MBE / WBE REQUIREMENTS
00 43 43	LABOR REGULATIONS & WAGE RATES
00 45 19	FORM OF NON-COLLUSIVE AFFIDAVIT
00 45 20	FORM OF PREVIOUS PARTICIPATION (HUD-2530)
00 45 21	NON-RESIDENT CONTRACTORS
00 52 13	FORM OF AGREEMENT
00 55 00	NOTICE TO PROCEED
00 61 00	FORM OF PERFORMANCE BOND
00 61 13	LABOR AND MATERIAL PAYMENT BOND
00 62 40	BIDDERS CERTIFICATION
00 72 13	GENERAL CONDITIONS (HUD – 5370)
00 73 00	SUPPLEMENTARY GENERAL CONDITIONS
01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 30 00	ADMINISTRATIVE PROVISIONS
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	ALTERATION PROJECT PROCEDURES
01 33 00	SUBMITTALS
01 40 00	QUALITY REQUIREMENTS
01 50 00	TEMPORARY FACILITIES & CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 77 00	CLOSEOUT PROCEDURES
02 41 19	SELECTIVE DEMOLITION
06 10 53	MISCELLANEOUS ROUGH CARPENTRY
09 51 00	ACOUSTICAL TILE CEILINGS
09 65 00	RESILIENT FLOORING
09 67 23	RESINOUS FLOORING
09 91 00	PAINTING
26 00 00	ELECTRICAL BASIC MATERIALS AND METHODS
APPENDIX A:	BCI FORM

ADVERTISEMENT FOR BIDS

Notice is hereby given that, Lincoln Housing Authority, Lincoln, Rhode Island hereinafter called the "OWNER" or "PHA" will receive sealed bids for **"Lincoln Manor – Interior Renovations at Buildings ST and UV"** 10 Franklin Street, Lincoln, RI 02865.

Bidders are invited to submit separate sealed BIDS to the PHA per Instructions to Bidders and Supplementary Instructions to Bidders. **The sealed proposals shall be delivered before 3:00 PM, local time, October 23, 2025** to the office of the Lincoln Housing Authority, 10 Franklin Street, Lincoln, Rhode Island 02865. Proposals received after the above time will not be accepted. **Bids will be opened Publicly.**

The CONTRACT DOCUMENTS may be downloaded on or after **September 29, 2025** at no charge at www.edwardrowsearchitects.com by clicking on bid opportunities or at www.questcdn.com under Login using **QuestCDN #9884503**. Contact Quest CDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information.

There will be a Pre-Bid meeting (NOT MANDATORY) on **October 8, 2025 at 9:30 AM** at the Lincoln Manor Community Room, 10 Franklin Street, Lincoln, Rhode Island 02865.

Individuals requesting interpreter services for the hearing-impaired must notify the Lincoln Housing Authority at (401) 724-8910 seventy-two hours prior to bid opening.

Claudette Kuligowski
Executive Director

"An Equal Employment Opportunity/Affirmative Action Employer"

INVITATION TO BID

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A certified check or Bid Bond, payable to the PHA in amount of Five Percent (5%) of the base bid amount, must be furnished by each bidder in accordance with the provisions included in the Instruction to Bidders.

A Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Percent (100%) of the contract price with a satisfactory surety company will be required of the successful Bidder.

The PHA reserves the right to reject any or all proposals, to waive any technicalities or informalities in the bidding and to accept the proposal deemed most favorable to their interest.

Bidder's attention is called to the provisions for equal employment opportunity, and payment of not less than the minimum salaries and wages as set forth in the Contract Documents which must be paid on this project.

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SECTION 00 11 17 – SCHEDULE OF DRAWINGS

1.0 GENERAL

1.1 REFERENCE

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

1.2 SCHEDULE

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

B. Schedule of Drawings:

<u>DRAWING NUMBER</u>	<u>TITLE</u>
T1	Title Sheet
G1.0	Abbreviations, Legend, and Siteplan
A1.0	Building ST – Lower, Main and Upper Level Floor Plans and Construction Notes
A1.1	Buildings ST – Lower, Main and Upper Level Reflected Ceiling Plans and Legend
A2.0	Building UV – Lower, Main and Upper Level Floor Plans and Construction Notes
A2.1	Buildings UV – Lower, Main and Upper Level Reflected Ceiling Plans and Legend
F1.0	Building ST – Lower, Main and Upper Level Floor Finish Plans and Legend
F2.0	Buildings UV – Lower, Main and Upper Level Floor Finish Plans and Legend

END OF SECTION 00 11 17

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

(g) Bids 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 —

Ms. Claudette Kuligowski, Executive Director
Lincoln Housing Authority
10 Franklin Street
Lincoln, RI 02865

[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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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)

**SECTION 00 21 15 – SUPPLEMENTARY INSTRUCTIONS FOR H.U.D. REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS****1.0 SUPPLEMENTS**

- A. The following supplements modify, change, delete from or add to Representations, Certifications, and Other Statements of Bidders, Section 002114. Where any Article of the Representations, Certifications, and Other Statements of Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provision of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.1 MANDATORY REQUIREMENT

- A. IT IS MANDATORY THAT THIS FORM (HUD 5369-A, Section 00 21 14 these specifications) BE FILLED OUT COMPLETELY AND SUBMITTED WITH BID DOCUMENTS. FAILURE TO COMPLY MAY CONSTITUTE REJECTION OF BID DOCUMENTS.

1.2 PARAGRAPH 6, MINIMUM BID ACCEPTANCE PERIOD

- A. Paragraph 6(c); delete this paragraph in its entirety and substitute the following:

"6(c) The PHA requires a minimum acceptance period of 60 calendar days."

**1.3 PARAGRAPH 8, INDIAN-ECONOMIC ENTERPRISE AND INDIAN ORGANIZATION
REPRESENTATION**

- A. This paragraph is not applicable to this project.

END OF SECTION 00 21 15

SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.0 SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to Instruction To Bidders, Section 002113. Where any Article of the Instruction to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provision of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.1 BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the Bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the PHA, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the PHA's attention during the Bidding Period.

1.2 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the Project Manager via email and to be given consideration, must be received in the Architect's office not later than 12:00 noon, seven (7) calendar days (Saturdays, Sundays, and legal holidays included) prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents. If issued, Addenda will be sent by email to all persons on record as having received a complete set of Contract Documents (at the respective addresses furnished for such purposes).
- B. Failure of any bidder to receive any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

1.3 BIDDING PROCEDURE

- A. Each bid must be accompanied by a bid guarantee per paragraph 9 of Instructions to Bidders, Section 002113 of the these specifications.
- B. Such bid security will be returned to all bidders after the PHA and the accepted Bidder have executed the contract, or, if no award has been made, within 60 days after date of the opening of bids, upon demand of the Bidder any time, thereafter, so long as he has not been notified of the acceptance of his bid.
- C. The successful Bidder, upon his failure or refusal to execute and deliver the contract and required bonds within ten (10) days after Bidder has received notice of the acceptance of his bid, shall forfeit to the PHA, as liquidated damages for such failure or refusal, the bid security deposited with his bid.
- D. Receipt of Bids
 - 1. The **Lincoln Housing Authority, Lincoln, Rhode Island** herein called the "PHA", invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words and signed by the Bidder. Submit bids in duplicate.
 - 2. Bids will be received by the PHA at the **Office of the Lincoln Housing Authority, 10 Franklin Street, Lincoln, Rhode Island 02865**, date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to:
Executive Director, Lincoln Housing Authority, 10 Franklin Street, Lincoln, Rhode Island 02865 and designated as Bid for "Interior Renovations at Buildings ST and UV, Lincoln, Rhode Island".
 - 3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed to the PHA, preferably by registered mail.)
 - 4. The PHA may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
 - 5. No Bidder may withdraw a bid within the time period set in paragraph 6(c) of section 002114 of these specifications.

1.4 CONSIDERATION OF BIDS

- A. No award will be made on the date of Bid Opening.
- B. The PHA may reject any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.
- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The PHA reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the PHA.
- D. The PHA does not obligate himself to accept the lowest or any other bid.
- E. If the base bid exceeds the amount of funds available to finance the construction contract, the PHA may reject all bids or may award the contract to that responsible Bidder submitting the proposal deemed most favorable to the interests of the PHA.

1.5 POST BID INFORMATION

- A. The PHA may make such investigations as he deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the PHA all such information and data for this purpose as the PHA may request. The PHA reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy PHA that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- B. The Bidder is specifically advised that any person, firm or entity to whom it proposes to award a subcontract under this contract must be acceptable to the PHA.

1.6 ASSURANCE OF COMPLETION

- A. The Bidder shall furnish an Assurance of Completion per Section 002113, Instructions to Bidders, paragraph 10.
- B. The cost of such assurances shall be included in the Bid.
- C. The surety on such assurances shall be a duly authorized surety company satisfactory to the PHA and authorized to do business in the State of Rhode Island.
- D. Simultaneously with his delivery of the executed contract, the Contractor shall deliver the required assurances to the PHA.
- E. Attorneys in fact who sign assurances must file with each assurance a certified and effectively dated copy of their power of attorney.

1.7 DUPLICATION OF ITEMS OF WORK

- A. Where items of work have been duplicated in portions of the Drawings and Specifications, it will be assumed that the Bidder concerned have included the duplicated items in their bid, unless the PHA has been notified, in writing, prior to submittal of bids that duplication exists and the PHA issued instruction to establish limits of work and allocation of responsibility.
- B. In the event that the PHA does not receive notification pertaining to duplication of items prior to bidding and such duplications do occur after submittal of bid, the PHA shall then assign the duplicated items of Work to one of the parties and the PHA shall then be entitled to full credit for the items of work from the other party.
- C. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the PHA has been notified, in writing, prior to submittal of bids of quality duplication and PHA has issued instruction to establish quality of material.

1.8 ACCEPTANCE OF CONDITIONS

- A. The submission of a Bid Proposal will be considered by the PHA as acceptance by the Bidder of all requirements and stipulations contained in the Drawings and Specifications, and the conditions at the jobsite.

1.9 ALTERNATE BID PRICES

- A. Alternate Bid Prices shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste and the sum given shall represent the job complete in place to the PHA. No further surcharges will be accepted.

1.10 BREAKOUT PRICES

- A. Breakout Prices, as required in the Proposal Form shall indicate the complete cost, including overhead and profit, carried in the Base Bid for the item or items of work listed.

1.11 UNIT PRICES

- A. Unit Prices, as required in the Proposal Form, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of work that may be ordered done regardless of the time that the work is done.

1.12 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder must agree to commence work within 10 days after issuance of a written "Notice to Proceed" with the PHA and to substantially complete the project within the time limit indicated in Section 007213, paragraph 25.
- B. See Section 007213, paragraph 33 for additional information on Liquidated Damages.

1.13 CONDITIONS OF WORK

- A. Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

1.14 LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1.15 STATE SALES AND USE TAX EXEMPTION

- A. The PHA hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.
- B. Bidders and their Subcontractors and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

1.16 INSPECTION OF EXISTING CONDITIONS

- A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions as they exist, prior to submitting their bids. Hours of inspection will be between 9:00 AM and 3:00 PM on Mondays through Thursdays. Contractors shall notify Mr. Keith Fortier, Director of Maintenance at 401-639-1288 a minimum of 48 hours prior to time they would like to make site visit.
- B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in our conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the PHA's attention during the bidding period.

1.17 BUILDING PERMIT

- A. Contractor shall obtain and pay for a building permit for work of this project. The cost of the building permit for the work of this Contract has not been waived by the PHA. Contractor shall pay all other permit fees and include cost in bid.

1.18 PROPOSALS

- A. All submitted proposals must contain the following documents fully executed:
 - 1. Section 002114 - Representations, Certifications and Other Statements of Bidders
 - 2. Section 004213 - Proposal Form (including Alternates)
 - 3. Section 004313 - Bid Bond
 - 4. Section 004519 - Form of Non-Collusive Affidavit
 - 5. Section 004520 - Form of Previous Participation (H.U.D. 2530)

1.19 ADDENDA VERIFICATION

- A. Contractor shall call office of the Architect, (401)331-9200, at least 24 hours prior to date and time of bid opening to verify number of addenda. Failure to acknowledge receipt of addenda on the bid form, may, at the sole discretion of the Owner, serve as justification to reject the bid.

1.20 SOLICITATION AND BID PROTESTS

- A. Any actual or prospective contractor may protest the solicitation or award of a contract. In order to be considered, any protest against a solicitation must be received before the due date for the receipt of bids or proposals. Any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

END OF SECTION 00 22 13

SECTION 00 42 13 – PROPOSAL FORM

Proposal Of: _____(hereinafter called "BIDDER")

Contractor

Address

City

State

Zip

Organized and existing under the laws of the State of _____ doing business as

*

(* Insert "a corporation", a partnership", or "an individual" as applicable.)

Proposal To: Lincoln Housing Authority (hereinafter called "PHA").

1. Pursuant to and in compliance with Advertisement for Bids and the Information for Bidders relating hereto, BIDDER hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the entire project as required by and in strict accordance with the CONTRACT DOCUMENTS entitled **"Interior Renovations at Buildings ST and UV", owner Lincoln Housing Authority, 10 Franklin Street, Lincoln, Rhode Island,** and of all Addenda issued by the PHA and mailed to BIDDER prior to the date of opening of BID, whether received by BIDDER or not, for the sum of:

Base Bid – Interior Renovations At Buildings S/T and U/V

\$												
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(Numeric)

(Written)

(In case of discrepancy, the amount shown in words shall govern.)

(Base Bid includes all allowance. See Allowance Section 01 21 00)

Add Alternate Number One – Building S/T and U/V – Scrape, Prepare and Paint All Hallway Walls

\$												
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(Numeric)

(Written)

(In case of discrepancy, the amount shown in words shall govern.)

Add Alternate Number Two – Building S/T and U/V – Scrape, Prepare and Paint All Apartment Door Frames

\$												
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(Numeric)

(Written)

(In case of discrepancy, the amount shown in words shall govern.)

The following ADDENDA have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum #.....Dated.....	Addendum #.....Dated.....
Addendum #.....Dated.....	Addendum #.....Dated.....

2. TIME OF COMPLETION

BIDDER hereby agrees to commence work under this contract within 10 days after issuance of a written "NOTICE TO PROCEED" by the PHA and to FULLY complete the base bid scope of work project within time limit of **ONE HUNDRED AND TWENTY (120)** calendar days.

3. BID BOND

Enclosed herewith is bid security as required in the Information for Bidders, which is to become the property of the PHA in the event the contract and bond are not executed within the time limit set above, as liquidated damages for delay and additional expenses to the PHA caused thereby.

Accompanying and as part of this Proposal is a bid bond or certified check payable to the PHA in the sum of:

_____ \$ _____.

4. BONDS & ACCOMPANYING SUBMITTALS

Performance, Labor and Material Bonds (Assurance of Completion) in an amount equal to 100% of the contract sum are required by the PHA. They shall be executed in such forms, and with such securities that is acceptable to the PHA, and be placed with a Company also acceptable it.

Required Performance, Labor and Material Bond covering the Contract, such will be available from the Surety Company listed below. Cost of bonds are included in the Base bid amount.

BIDDER submits for approval as his surety:

— (Name of Surety)
a corporation organized under laws of the State of _____.

REPRESENTATIONS, CONDITIONS AND OTHER STATEMENTS OF BIDDERS: As a condition of bidding, the Bidder by submitting and signing this proposal, certifies that the attached H.U.D. Form 5369-A and 2530 have been fully completed and is attached to the BID. IT IS MANDATORY THAT THESE FORMS BE FILLED OUT COMPLETELY AND SUBMITTED WITH BID DOCUMENTS. FAILURE TO COMPLY MAY CONSTITUTE REJECTION OF BID DOCUMENTS.

5. OVERHEAD & PROFIT - ADDITIONAL WORK

BIDDER agrees payment for overhead, supervision, bond, profit and other general expense on extra work (General Conditions) combined shall not exceed the following percentage of cost basis.

To the Contractor for Work performed by his own forces maximum 10 percent of the cost.

To Subcontractors for Work performed his own forces maximum 10 percent of the cost.

To the Contractor or Subcontractor for Work performed by his subcontractors maximum of 5 percent of the cost, not including subcontractor or sub-subcontractor's overhead and profit.

6. ADDITIONAL PROPOSAL PROVISIONS

If written notice of the acceptance of this BID is mailed, telegraphed or delivered to BIDDER within 60 days after the opening of the bids, or any time thereafter before this BID is withdrawn, BIDDER, will within 10 days after such notice, execute and deliver an agreement in the form specified.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

BIDDER agrees to comply with all conditions of the contract, as set forth in the Bidding Requirements and Contract Documents.

BIDDER does further declare that no other than herein named have any interest in this proposal.

BIDDER understands that the PHA reserves the right to reject any or all proposal and to accept a proposal most favorable to the interest of the PHA.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any Competitor.

The Bidder warrants that he has carefully examined the site of the Work and that from his own investigations he has satisfied himself as to the nature and location of the Work and the character, quality, quantities of materials and difficulties to be encountered, the kind and extent of equipment and other facilities needed for the performance of the Work, the general and local conditions, and other items which may, in any way, affect the Work or its performance.

7. ALLOWANCES (TO BE INCLUDED IN BASE BID AND ALTERNATES)

No. 1 The Contractor shall include the cost of **TEN THOUSAND DOLLARS (\$10,000)** for additional work that may be required and approved by owner and architect. Funds will be drawn from allowances only by change order. At the close-out of Contract, funds remaining in allowances will be credited to Owner by Change Order.

8. UNIT PRICES

The following Unit Prices, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the Work in accordance with the applicable section of the General Conditions and the Supplementary General Conditions. Unit Prices listed shall include all costs, profit and overhead, and no further surcharges are to be added to any Unit Price item of Work that may be order done. Work omitted from the contract will be calculated at 100 percent of the additional work unit prices. Unit prices are for work above and beyond the base amount indicated on the drawings.

<u>ITEMS OF WORK</u>	<u>UNIT PRICE</u>
1. Building ST & UV - Lower Level Concrete subfloor where Luxury Vinyl Tile is called to be installed, prepare and install Liquid Membrane Air/Vapor Moisture Barrier, "Air-Shield LM" w/ "Meadow Patch 5" as manufactured by W.R. Meadows, Inc., or equal.	\$_____/SQ FT.
2. Building ST & UV – Remove Acoustical ceiling tile system perimeter edge track in its entirety at all wall locations where Acoustical Ceiling Tile System has been removed.	\$_____/LN FT.
3. Building ST & UV – Provide and Install Plaster skim coat as required to repair head of wall condition at all wall locations where Acoustical Ceiling Tile System edge trim has been removed.	\$_____/SQ FT.
4. Building ST & UV – Prepare slab per manufacturers recommendations to receive "Sika level-02 primer" and "Sika level-35" self-leveling under-layment as manufactured by Sika Corporation, as required prior to installation of floor finish material	\$_____/SQ FT.

9. NOTICE OF ACCEPTANCE

BIDDER hereby designates at his office to which notice of acceptance may be mailed, telegraphed or delivered:

Name: _____

Company Telephone Number: _____

Company Fax Number: _____

Company E-Mail Address: _____

REQUIREMENT FOR LICENSE NUMBER:

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____

DATED _____

Respectively Submitted,

SEAL (if bid is by a
corporation)

Name of Firm

Signature

Title

END OF SECTION 00 42 13

SECTION 00 43 13 – BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of _____ as Surety, hereinafter called the SURETY, are held and firmly bound unto The Housing Authority of Lincoln, Rhode Island, hereinafter called the PHA, for the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2025, for **Lincoln Manor – Interior Renovations at Buildings ST and UV, Lincoln, Rhode Island.**

NOW, THEREFORE, if the Principal does not withdraw said bid within the period specified herein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period 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 bonds within the time specified, if the Principal shall pay the PHA the difference not to exceed the penalty herof between the amount specified in said bid and such larger amount for which the PHA may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN WITNESS THERETO, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2025.

In presence of:

(Witness)_____
(Principal)_____
(Title)

(Corporate Seal)

(Name Of Firm)_____
(Witness)_____
(Corporate Surety)_____
(Title)

(Corporate Seal)

(Name Of Surety)_____
(Witness)_____
(Attorney-in-Fact)

*Standard commercial Bond is also acceptable.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary 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 his 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.

(Witness)_____
(Name)_____
(Title)

(Corporate Seal)

(Name Of Firm)

SECTION 00 43 39 – MBE/WBE REQUIREMENTS

1.0 MBE/WBE UTILIZATION GOAL

- A. The Contractor agrees to attempt to expend at least 10 percent of the dollar value of the contract, if awarded, to Minority Business Enterprises or Women Business Enterprises.
- B. The MBE/WBE must be certified by one of the following agencies:

MBE Compliance Office
R.I. Department of Administration
One Capitol Hill
Providence, RI 02908
Contact: Ms. Dorinda Keene (401)222-6370 ;
Email: Dorinda.Keene@doa.ri.gov

Supplier Diversity Office (SDO)
The McCormack Building
One Ashburton Place, Room 1313
Boston, MA 02108
Phone: (617) 502-8831
Fax: (617) 502-8841
wso@state.ma.us

Department of Administrative Services
Office of Supplier Diversity
165 Capitol Avenue
Hartford, CT 06106
Phone: (860) 713-5100

1.2 RECORDS

- A. The Contractor shall keep such records as are necessary to determine compliance with its MBE/WBE goal obligations. The records kept by the Contractor will be designed to indicate, as a minimum, the information in the following paragraphs.
 - 1. The number of MBE/WBE and non-minority contractors, subcontractors and suppliers and the type of work or materials or services being performed on or incorporated in this project.
 - 2. The progress and efforts being made in seeking out MBE/WBE contractor organizations and individual MBE/WBE contractors for work on this project.
 - 3. Documentation of all correspondence, contact, telephone calls, etc. to obtain the services of MBE/WBE's on this project.
- B. All such records must be maintained for a period of three years following acceptance of final payment and will be available for inspection by the PHA.

1.3 REPORTS

- A. The Contractor, prior to issuance of a contract, agrees to furnish a Minority Business Utilization Report to the PHA within 10 days of being notified by the PHA of being the lowest qualified Bidder. Failure to show an adequate intention to utilize MBE/WBEs may constitute reason, at sole discretion of PHA, to reject bid.
- B. The Contractor agrees to furnish a Minority Business Utilization Report with each requisition for payment showing the actual MBE/WBE utilization.
- C. All such reports must be maintained for a period of three years following acceptance of final payment and will be available for inspection by the PHA.

MINORITY BUSINESS UTILIZATION REPORT

The Contractor agrees to attempt to expend at least 10 percent of the dollar value of the contract to Minority Business Enterprises or Women Business Enterprises. MBE/WBE may be employed as construction subcontractors or as vendors or suppliers. The Contractor must indicate the MBE/WBE in this report as follows:

<u>Names & Address of MBE/WBE Firms</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: _____ Total MBE/WBE Amount: _____
 Percentage of MBE/WBE participation: _____

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Contractor to the commitment herein as set forth.

 Name of Authorized Officer
 for the Contractor

Date: _____

 Signature of Authorized Officer

Office of Diversity, Equity and Opportunity (ODEO)
MBE Compliance Office
1 Capitol Hill, 3rd Floor
Providence, RI 02908

(401) 574-8670
<http://odeo.ri.gov/>

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

Contractor/Vendor Name:

Project Name & Location:

Original Prime Contract Amount: \$ _____ **Current Prime Contract Amount: \$** _____ **% Complete: _____**

MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% Completed To Date	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

Signature

Date

Printed Name

Notary Certificate:

Sworn before me this _____ day of _____, 20____.

Notary Signature

Commission Expires



**State of Rhode Island and Providence Plantations
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office
Minority Business Enterprise Utilization Plan**

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: _____ # of MBE Subcontractors/Suppliers used: _____

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at <http://odeo.ri.gov/>.

Signature of Authorized Agent of Business: _____ Date: _____

Send Completed Form to:

**Dorinda Keene, Assistant Administrator - MBE
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office
One Capitol Hill, 3rd Floor
Providence, RI 02908
Phone: (401) 574-8670
Dorinda.Keene@doa.ri.gov**

SECTION 00 43 43 – PREVAILING WAGE RATES

1.0 WAGE DETERMINATION INFORMATION

- A. Little Davis Bacon Preemption Rule, Vol 53 No. 154, August 10, 1988.
- B. Any state rate that exceeds the corresponding federal rate is inapplicable and shall not be enforced.
- C. Prior to submitting a bid, it is the Contractor's responsibility to verify the most current wage determination. Please refer to the U.S. Department of H.U.D.'s Website:
https://portal.hud.gov/hudportal/HUD?src=/program_offices/davis_bacon_and_labor_standards
Click on Davis-Bacon Wage Decisions and Select DBA WDs for latest wage determination.
Refer to Residential Rate.
- D. Area wage determinations are published without time limitations, and are effective until a new decision is published in the Federal Register. All modifications and superseding decisions published within the next 60 days will be forwarded. If the bid opening is subsequent to this period, please request a new wage determination.
- E. In the case of contracts entered into pursuant to competitive bidding procedures, all actions modifying a general wage determination which are published ten (10) days or more before the bid opening shall be effective with respect to any project to which the determination applies. Modifications published less than ten (10) days before the bid opening shall be effective unless the agency finds that there is not a reasonable time still available before the bid opening to notify the bidders of the modification, and a report of the findings is inserted in the contract file.
- F. If the contract is not awarded within 90 days after the bid opening, any modification published in the Federal Register prior to the award of the contract shall be effective with respect to the contract, unless the Federal Agency requests, and the Administrator, Wage and Hour Division, U.S. Department of Labor approves an extension.
- G. In the case of negotiated contracts, all wage changes published in the Federal Register on or before the date of initial endorsement or start of construction, whichever occurs first, shall be applicable to the construction of subject project (FHA Insured - Section 202 Only).
- H. The Contractor is required to submit weekly certified payroll on the attached U.S Department of Labor Form WH-347. A PDF version is available at the following website
<http://www.dol.gov/whd/forms/wh347instr.htm>.

1.1 STEP-UP APPRENTICESHIP PROGRAM

- A. Employment and use of Step-up Apprenticeship individuals is a goal of the PHA. Contractors may use this program on this project.
- B. Questions on this apprenticeship program should be directed to:

H.U.D., Office of Labor Relations
10 Causeway Street
Room 365
Boston, Massachusetts 02222-1092
617-994-8207

END OF SECTION 00 43 43

"General Decision Number: RI20250002 09/05/2025

Superseded General Decision Number: RI20240002

State: Rhode Island

Construction Type: Residential

Counties: Bristol, Kent, Providence and Washington Counties
in Rhode Island.

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

Note: Contracts subject to the Davis-Bacon Act are generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025
2	07/04/2025
3	07/18/2025
4	07/25/2025
5	09/05/2025

ASBE0006-009 09/01/2024

	Rates	Fringes
INSULATOR - PIPE & PIPEWRAPPER Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 49.91	36.63

ELEC0099-004 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 42.09	5.41%+15.64

FOOTNOTE: Work of a hazardous nature, or where the work height is 30 feet or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

ELEV0039-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 64.52	38.435+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-004 12/01/2021

	Rates	Fringes
Power Equipment Operator		
Grader and Roller.....	\$ 39.90	28.25+a
Paver.....	\$ 40.82	28.25+a

a. FOOTNOTES: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day,

Veterans Day, Thanksgiving Day & Christmas Day.

Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

* ROOF0033-002 08/01/2025

	Rates	Fringes
ROOFER.....	\$ 53.53	35.69

* SUR1999-002 04/12/1999

	Rates	Fringes
BRICKLAYER.....	\$ 20.45	11.40

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging, & Metal Stud Framing.....	\$ 15.32 **	9.65
--	-------------	------

Cement Mason/Finisher.....	\$ 20.45	11.40
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Drywall Finisher/Taper.....	\$ 20.55	8.50
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FLOOR LAYER: Carpet.....	\$ 15.62 **	9.65
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INSULATOR - BATT.....	\$ 19.56	9.65
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LABORER

Unskilled, Landscape, & Brick Mason Tender.....	\$ 18.47	8.10
--	----------	------

PAINTER (Brush and Roller).....	\$ 20.55	8.50
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PLASTERER.....	\$ 13.50 **	2.45
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PLUMBER.....	\$ 23.96	8.95
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Power Equipment Operator Backhoe.....	\$ 20.27	8.98
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SPRINKLER FITTER.....	\$ 24.24	9.81
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the 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.

----- 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 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 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 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.

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END OF GENERAL DECISION"

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS										OMB No. 1235-0008 Expires 09/30/2026					
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.					
(1)		(2)	(3)	OT OR ST	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS					(9)		
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

SECTION 00 45 19 – NON-COLLUSIVE AFFIDAVIT

Date: _____, 2025

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That (he) (she) is (the owner) (a partner) (an officer) of the firm of _____ the party making the foregoing proposal or bid, 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 not in any manner, directly or indirectly, sought by agreement or collusion, or communication of conference, with any person, to fix the bid price or 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 **Housing Authority of the Town of Lincoln, Rhode Island**, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Signature)_____
(Typed/Printed Name)_____
(Name Of Firm)

Signature shall be of:

Bidder, if bidder is an individual

Partner, if bidder is a partnership

Officer, if bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 2025.

State Of: _____

County Of: _____

(Notary Public Signature)

(Seal)

(Notary Public Typed/Printed Name)

My Commission Expires _____, 20____.

(EXECUTE AND RETURN TWO COPIES WITH BID)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
 2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 3. All the names of the controlling participants who propose to participate in this project are listed above.
 4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
 8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)		
Staff	Processing and Control			
Signature of authorized reviewer		Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

SECTION 00 45 21 – NON-RESIDENT CONTRACTORS

ATTENTION OF ALL CONTRACTORS IS HEREBY DIRECTED TO THE FOLLOWING EXCERPTS FROM THE GENERAL LAWS OF RHODE ISLAND, RELATIVE TO THE CONDITIONS TO NON-RESIDENT CONTRACTORS DOING BUSINESS WITHIN THE STATE OF RHODE ISLAND.

NOTICE - "TO ALL PERSONS ENGAGING NON-RESIDENT CONTRACTORS"

REGULATION RE: CONTRACTORS AND SUBCONTRACTORS--"REGULATION C"

ARTICLE III. NON-RESIDENT CONTRACTORS

Any individual, partnership, joint venture, corporation, state municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to section 44-1-6 of the General Laws, at last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administrator in writing by certified or registered mail to audit his records for the particular project. At such time he is required to have available on the job site or within this state, sales and use tax records and employee's personal income tax withheld records.

Receipted copies of this request are to be furnished by the Tax Administrator to the non-resident contractor and to the person holding the funds.

The Tax Administrator shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay over to the Tax Administrator the amount set forth in the notice of taxes due, including interest and penalties, but not in excess of 3% of the contract price. Moneys withheld in excess of taxes due the Tax Administrator may be paid over to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

"DEFINITION OF NON-RESIDENT CONTRACTOR"

A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

In order to effectively implement this legislative change which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

Tax Administrator

44.1.6. Additional collection powers – Non-resident contractors.

(a) Any person doing business with a non-resident contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after said contractor has completed his contract and has requested the tax administrator, in writing, to audit his records for the particular project, a receipted copy of such request to be furnished to the person holding the funds. The tax administrator shall within thirty (30) days after receipt of the request furnish to said non-resident contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the non-resident contractor.

Upon receipt of a certificate of no tax due the person holding such payment may pay the non-resident contractor the same. Upon receipt of a certificate of taxes due, he may pay to said contractor out of such amount withheld the excess over the amount of taxes set forth in the certificate together with the interest and penalties then assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding such payment may forthwith pay the payment withheld to the non-resident contractor under the terms of the contract free from any claims of the tax administrator against either the person holding such payment or the non-resident contractor for payment of sales or use taxes or income taxes withheld or both.

In the event the tax administrator shall serve upon said contractor and the person holding such payment a certificate showing the taxes due within such thirty (30) day period, the person holding such payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of such contract price, taking a receipt for the same, and shall thereupon be free from any claim of the non-resident contractor for such amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment and services used in performance of the contract of the non-resident contractor on that project.

(b) As used in this section, a non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

END OF SECTION 00 45 21

SECTION 00 52 13 – FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ in the year Two Thousand Twenty by and between (_____ a corporation,) (a partnership consisting of _____,) (an individual trading as _____,) hereinafter called the "Contractor", and the Housing Authority of the Town of Lincoln, Rhode Island, a public body corporate and politic existing under the Housing Authorities Law of the State of Rhode Island, hereinafter call the "PHA":

WITNESSETH, that the Contractor and the PHA for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials, equipment and services and perform and complete all work required for the **"Lincoln Manor – Interior Renovations at Buildings ST and UV, Lincoln, RI"**, in strict accordance with the Specifications, dated **September 15, 2025**, and Addenda thereto, numbered and dated _____, and the Drawings referred to therein, which said Specifications, Addenda and Drawings are incorporated herein by reference and 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. Contract Documents. The Contract shall consist of the following parts:

- a. This Instrument
- b. General Conditions
- c. Special Conditions
- d. Technical Specifications
- e. Drawings

This instrument, together with other documents enumerated in the ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, form of 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 3 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

ATTEST:

(Name Of Contractor)

(Witness)

(By)

(Title)

(Witness)

(Street Address)

(City/Town State)

The Housing Authority of the Town of
Lincoln, Rhode Island

(Witness)

(By)

(Title)

(Witness)

CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; 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)

(Name)

(Title)

(Name Of Firm)

NOTICE OF AWARD OF PRIME CONSTRUCTION CONTRACT IN EXCESS OF \$10,000.00

To: The Housing Authority of the Town of Lincoln, RI
10 Franklin Street
Lincoln, RI 02865

CONTRACT COMPLIANCE OFFICER:

Contract Number: _____

Project Name _____

Location: _____

Contractor: Name: _____

Address: _____

Tel. Number: _____

Federal Employer
Tax Number: _____

Contractor
Representative: _____

Contract Amount: _____

Estimated Starting
Date: _____

Estimated
Completion Date: _____

The Prime Contractor shall complete and send this Notice to the Authority in time to enable the Authority, within ten (10) days of the award of the contract.

NOTICE OF AWARD OF CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000.00

To: The Housing Authority of the Town of Lincoln, RI
10 Franklin Street
Lincoln, RI 02865

CONTRACT COMPLIANCE OFFICER:

Contract Number: _____

Project Name _____

Location: _____

Sub-Contractor: Name: _____

Address: _____

Tel. Number: _____

Federal Employer
Tax Number: _____

Scope Of
Subcontract: _____

Contractor
Representative: _____

Contract Amount: _____

Estimated Starting
Date: _____

Estimated
Completion Date: _____

The Prime Contractor shall complete and send this Notice to the Authority in time to enable the Authority, within ten (10) days of the award of the subcontract.

(PHA Letterhead)

(Name Of Contractor)

Contract No. _____

(Street Address)

Date _____

(City/Town, State and Zip Code)

Project No. _____

Location _____

To Whom It May Concern:

Pursuant to the terms of your contract, dated _____, 20__, for "**Lincoln Manor – Interior Renovations at Buildings ST and UV**", Lincoln, Rhode Island 02865 for Project No. _____, you are hereby notified to commence work thereunder at the start of business on _____, 20__. The Time for Completion set forth in the contract is **ONE HUNDRED TWENTY (120)** calendar days, including the starting day, which establishes _____, 20__ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' public liability insurance.

You are informed that _____ has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, the Lincoln Housing Authority.

Under separate cover, there is being forwarded to you one executed set of Contract Documents, consisting of the Contract, Performance and Payment Bond(s), Specifications and Drawings.

You are instructed to submit for our approval a breakdown of you contract price on the enclosed forms without delay.

Please acknowledge receipt of this Notice by signing and dating, and return all carbon copies promptly to this office.

Very truly yours,

The Lincoln Housing Authority

Ms. Claudette Kuligowski

(By)_____
(Executive Director)

ACCEPTED:

(Principal)_____
(Title)_____
(Name Of Firm)_____
(Date)

SECTION 00 61 00 – FORM OF PERFORMANCE BOND

Power of Attorney or person executing bonds for Surety must be attached to bonds and the following statements completed by Surety.

The rate of premium on these bonds is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, hereinafter called the CONTRACTOR, and _____, a corporation duly organized under the laws of _____ as Surety, hereinafter called the SURETY, are held and firmly bound unto The Housing Authority of Lincoln, Rhode Island, as Oblige, hereinafter called the PHA, for the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2025, entered into a contract with PHA for **“Lincoln Manor – Interior Renovations at Buildings ST and UV, Lincoln Rhode Island 02865”** in accordance with Drawings and Specifications prepared by the Authority which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION 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 effect.

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

Whenever Contractor shall be, and declared by the PHA to be in default under the Contract, the PHA having performed PHA'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 PHA, and make available as work progresses (even though there should be a default of 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 PHA to Contractor under the contract any amendments thereto, less the amount properly paid by PHA to Contractor.

*Standard commercial Bond is also acceptable.

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.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the PHA named herein or the heirs, executors, administrators or successors of the PHA.

IN WITNESS THERETO, the above-bounded parties have executed this instrument under their several seals this ____ day of _____, 2025.

In presence of:

_____ (Witness)	_____ (Principal)
	_____ (Title)
(Corporate Seal)	_____ (Name Of Firm)
_____ (Witness)	_____ (Corporate Surety)
	_____ (Title)
(Corporate Seal)	_____ (Name Of Surety)
_____ (Witness)	_____ (Attorney-in-Fact)

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

SECTION 00 61 13 - LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with performance bond in favor of the PHA conditioned on the full and faithful performance of the contract.

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, hereinafter called the CONTRACTOR, and _____, a corporation duly organized under the laws of _____ as Surety, hereinafter called the SURETY, are held and firmly bound unto The Housing Authority of Lincoln, Rhode Island, as Oblige, hereinafter called the PHA, for the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2025, entered into a contract with PHA for **“Lincoln Manor – Interior Renovations at Buildings ST and UV, Lincoln, Rhode Island 02865”** in accordance with Drawings and Specifications prepared by the Authority which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor 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 Contractor or with a Subcontractor of the Principal for labor, materials, 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 Contract.

2. The above named Contractor 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 as 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 judgment of 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 Contractor, shall have given written notice of any two of the following: the Contractor, 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 any envelope addressed to the Contractor, 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.

*Standard commercial Bond is also acceptable.

b) After the expiration of one (1) year following the date on which Contractor 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 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 part thereof, is situated, or in the United States District Court for the district in with the Project, or any part thereof, is situated, and not elsewhere.

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 mechanical liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS THERETO, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2025.

In presence of:

(Witness)

(Principal)

(Title)

(Corporate Seal)

(Name Of Firm)

(Witness)

(Corporate Surety)

(Title)

(Corporate Seal)

(Name Of Surety)

(Witness)

(Attorney-in-Fact)

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

SECTION 00 62 40 – BIDDER'S CERTIFICATION

_____ certifies that:
(Contractor)

1. That it intends to use the following listed construction trades in the work under the contract for:

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

2. (a) as to those trades set forth in the preceding paragraph 1 hereof for which it is eligible under Part I of these Bid Conditions for participation in the Rhode Island Plan, it will comply with the Rhode Island Plan on all construction work (both federal and non-federal) in the Rhode Island area within the scope of coverage of that Plan, those trades being:

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

(b) as to those trades which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Rhode Island area subject to these Bid Conditions, those trades being:

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

Trade: _____ Contractor: _____

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Principal)

(Title)

(Name Of Firm)

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.

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

1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

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

6. Construction Progress

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

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

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

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

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

9. Specifications and Drawings for Construction

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

promptly submitted to the Contracting Officer, who shall

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

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

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

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

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

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

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

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

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

12. Permits and Codes

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

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

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

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

13. Health, Safety, and Accident Prevention

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

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

- (b) For these purposes, the Contractor shall:

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

retain ten (10) percent of the amount of progress

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

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

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

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

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

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

Name:

Title:

Date:

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

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

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for

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

35. Assignment of Contract

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

36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

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

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

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

37. Subcontracts

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

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

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

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

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

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

48. Procurement of Recovered Materials.

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

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

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

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

1.0 SUPPLEMENTS

- A. The Supplementary General Conditions contain changes from and or additions to H.U.D. 5370 and General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect. All Supplementary provisions shall be considered as added thereto.
- B. These Supplementary General Conditions and Specifications are of the abbreviated or "stream-lined" type and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the Drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a note occurs on the Drawings. Words "shall be" or "shall" will be supplied by inference where colon: is used within sentences or phrases.
- C. The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned, or scheduled on the Drawings and/or herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

1.1 DEFINITIONS:

- A. The terms "Authority", "PHA", and "Owner" mean the Housing Authority of the City of Warwick, Rhode Island, one of the parties to the contract. In addition, unless otherwise indicated on the drawings and specifications, the term "Architect" means a representative of Edward Rowse Architects, Incorporated.
- B. These specifications are of the abbreviated type and included incomplete sentences. Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "a", "or", "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs in the drawings. The words "shall" and "shall be" shall be supplied by inference when a colon (:) is used, except where used preceding a summation in the customary manner.
- C. Wherever the words "approved, required, directed, inspected", or similar words or phrases are used, it shall be assumed that the word "Architect" follows the verb as the object of the clause, such as "approved by the Architect", unless other persons are indicated specifically.
- D. Whenever the words "provide, install, rectify, submit", or similar words or phrases are used, it shall be assumed that the word "Contractor" precedes the verb as the object of the clause, such as "Contractor shall provide" unless other persons are indicated specifically.
- E. Wherever the word "indicated" is used, it shall imply an indication of any type on the drawings or in the specifications. Wherever the word "specified" is used, it shall imply an indication in the specifications. Wherever the word "noted" is used, it shall imply a verbal or numerical indication on the drawings or in the specifications.
- F. Wherever the word "provision" is used, it shall be understood to mean "provide complete in place", that is furnished and installed.

1.2 PARAGRAPH 2, CONTRACTOR'S RESPONSIBILITY FOR WORK

A. Add the following subparagraphs:

- i. Omissions from the drawings and specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing the same. It shall be the duty of the Contractor to procure from the PHA all necessary interpretations of the designs and contract documents.
- j. Contractor shall make no changes without having first received written authorization from the PHA. Where detailed information is lacking, before proceeding with work, the Contractor shall refer matter to PHA for required information or interpretation.
- k. If in the opinion of the PHA's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused readmittance.
- l. Attention is directed to paragraph 2c of the General Conditions which will be strictly enforced.
- m. The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the PHA.
- n. Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor the Contractor or superintendent must be present on the job-site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the PHA or its representative.
- o. Before commencing any work, the Contractor shall submit in writing to the PHA the name of the superintendent to be employed. Written approval of the superintendent by the PHA is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the PHA. Should the superintendent be judged unsatisfactory by the PHA, the superintendent shall be replaced by the Contractor. The PHA's decision in this matter will be final.
- p. It shall be the responsibility of the Contractor to obtain the Certificate of Occupancy from the appropriate authorities."

B. Delete paragraph 2(b) and insert the following:

2(b)The Contractor shall perform on the site, and with its own organization, work equivalent to at least **45 percent** 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 the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

C. Add the following sentence to paragraph 2(c):

"The superintendent shall not be a "working superintendent", his/her sole responsibility shall be the supervision of the work of the project. Superintendent shall also be under the direct employ of the Contractor".

1.3 PARAGRAPH 9, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

A. Add the following subparagraph:

- e.1 Refer to specification section 013000, for additional provisions on this subject. Any conflicts between specification section 013000, paragraph 9 and appropriate subparagraphs shall be brought to the attention of the PHA's Representative for interpretation and resolution. It is the intent that the most stringent requirement applies to the work."

1.4 PARAGRAPH 4, OTHER CONTRACTS

A. Add the following subparagraphs:

- a. The Contractor shall have no claim for delay or additional expenses if he is made aware by the PHA or Contract Documents that there is planned construction by PHA or by separate Contractors.
- b. There may be other construction contracts during the execution and work of this contract.

1.5 PARAGRAPH 25, CONTRACT PERIOD

A. Delete the following paragraph in it's entirety and insert the following:

"The Contractor shall complete all required work under this contract within **60** 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."

1.6 PARAGRAPH 29, CHANGES

A. Add the following subparagraph:

- k. The maximum allowance for overhead and profit combined, included in the total cost to the PHA, shall be based upon the following schedule:
 1. For the Contractor, for any work performed by his own forces, maximum of 10% of the cost;
 2. For the Subcontractor involved, for any work performed by his own forces, maximum of 10% of the cost;
 3. For the Contractor or Subcontractor, for work performed by their Subcontractor, maximum 5% of the cost, not including overhead and profit, due the Subcontractor or Sub-subcontractor.

1.7 PARAGRAPH 27, PAYMENTS

A. Add the following subparagraphs:

- a.1 Refer to specification Section - 013000, for additional provisions of Schedule of Values.
- d.1 At least seven days, before the date established for Contractor submission of Application for Payment, the Contractor shall submit a draft copy for review and approval of the Architect. Upon approval of draft copy, Contractor shall submit four typed copies of Application for Payment for approval of the Architect. Such application shall be completed and itemized in accordance with schedule of values, be notarized, and supported by such data substantiating the Contractor's right to payment as the PHA or Architect may require.
- d.2 The form of Application for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA. Document G702A, Continuation Sheet.

k.1 PAYMENTS: No error, omission or act of forbearance on the part of the PHA in verifying or certifying to the accuracy of the amounts indicated on the Periodical Estimates for Partial Payment shall relieve the Contractor from any responsibility under the Contract. Without prejudice to any other right or remedy, the PHA may decline to certify payment of a Periodical Estimate for Partial Payment, or because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of any Periodical Estimate for Partial Payment previously approved or paid to such extent as may be necessary to protect the PHA from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to sub-contractors or for labor, materials or equipment,
4. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum,
5. damage to the PHA for another contractor,
6. reasonable evidence that the work will not be completed within the Contract Time, or
7. persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed, payment will be made for amounts withheld because of them. If the PHA prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Each Periodical Estimate for Partial Payment shall be accompanied by Certificate and Release of Prime Contractor and Certificate Release of Subcontractor or Material Supplier forms, copies of which are attached, fully executed as of the date of the Periodical Estimate by the Contractor and subcontractors and major materials suppliers.

1.8 PARAGRAPH 33, LIQUIDATED DAMAGES

- A. Paragraph 33.a, insert the sum of \$250.00 in the space provided for value of liquidated damages based on the 120 days contract .

1.9 PARAGRAPH 36, INSURANCE

- A. Paragraph a.2, insert the sum of \$1,000,000.00 in the space provided for value of Commercial General Liability coverage.
- B. Paragraph a.3, insert the sum of \$1,000,000.00 in the space provided for value of Automobile Liability coverage.

2.0 SUPPLEMENTARY CONDITIONS

- A. Supplementary Conditions follow this paragraph. These conditions may be referred to as "Special Conditions", "Supplemental General Conditions" or "Supplementary Conditions" are included herein to supplement and/or complement the General Conditions.

2.1 COORDINATION

- A. Prior to commencement of subcontract work, a designated representative of each subcontractor shall meet with project superintendent and PHA's Representative at the site to discuss requirements and scope of Work.
- B. The General Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the PHA's Representative.

2.2 BEHAVIOR OF PERSONNEL

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

2.3 SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the PHA to his satisfaction.
- B. See Section 013300, for additional requirements and Contractor responsibility relating to substitutions. Specifically subparagraphs relating to speculative substitutions and additional liabilities.

2.4 CODES, RULES, REGULATIONS

- A. All work is to be in accord with the latest requirements of:
 - 1. Federal, State and Municipal Laws
 - 2. Rhode Island Building and Fire Code
 - 3. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
- C. Reference to technical society organizations or body is made per the following abbreviations:

AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ASA	American Standards Association
ASTM	American Society of Testing and Materials
CS	Commercial Standard of US. Dept. of Commerce
FS	Federal Specifications
NBS	National Bureau of Standards
UL	Underwriters' Laboratories, Inc.
- D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the PHA and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.
- E. Nothing in the Specification or Drawings is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the PHA.

2.5 DRAWINGS

- A. Architectural drawings need not show completed structural and/or mechanical or electrical installation or vice versa.
- B. Architectural drawings shall have precedence over all other drawings.

- C. All work drawn on plans and not specified, or all work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract:

"...by PHA"

"...NIC (Not In Contract)"

- D. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in or amount contract documents or there is doubt as to their meaning, PHA is to be notified at the earliest possible date. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions, which addendum will become part of the Contract Documents. Neither the PHA nor the Architect will be responsible for any oral instructions.
- E. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.
- F. If duplication is shown on drawings and/or specifications of work by more than one trade, PHA shall determine which trade shall do work and rebate shall be due from the other trades to PHA.

2.6 MANUFACTURER'S DIRECTIONS

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

2.7 DIMENSIONS

- A. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements before beginning the work, Contractor is to check through all dimensions and call to the attention of the PHA for adjustment any apparent or manifest discrepancy. Contractor shall verify all dimensions with existing and actual field conditions prior to start of construction.

2.8 EXCERPTS FROM CHAPTER 1 TO 6 OF TITLE 7 OF THE GENERAL LAWS OF RHODE ISLAND 1956.

- A. The attention of the General Contractor is hereby directed to excerpts form Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956 relative to the conditions precedent, etc. to carrying on business within the State for foreign corporations.
- B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State any contract made within the State.
- C. Detailed information regarding Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Secretary of State, State House, Smith Street, Providence, Rhode Island.

2.9 WORK AFTER NORMAL WORKING HOURS

- A. No work shall be done at night or on weekends except usual protective work such as pumping, the tending of light and fires, work done in case of emergency threatening injury to persons or property, or if all of the conditions set forth in the next paragraph are met.
- B. No work other than that described above shall be done at night except when in the opinion of the PHA's Representative the work will be advantageous to the PHA and can be performed satisfactorily at night. The work will be done by a crew organized for regular night work. Such night work must have written permission of the PHA's Representative.

2.10 CONTRACTOR'S AGREEMENT

- A. During the performance of this contract, the Contractor agrees to comply with all provisions of Executive Order 11246, as amended, relative to the Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

2.11 GENERAL SPECIFICATION NOTE

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

2.12 ARBITRATION

- A. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof may be submitted to arbitration as provided for under the General Laws of Rhode island, 1956, Title 37, Chapter 16.

2.13 SIGNS

- A. Display no signs of advertising of any kind on site except as approved or as required by authorities having jurisdiction.

2.14 DRAWINGS AND SPECIFICATIONS

- A. Ten copies of contract drawings and specifications will be furnished by Contractor without cost. Additional copies requested will be furnished at cost.

2.15 WORK NOT SPECIFIED

- A. Work shown on drawings concerning which there are no particular specification shall not relieve Contractor from furnishing and installing same. Review plans carefully for miscellaneous work not specified; perform such work with materials and workmanship of best quality.

2.16 MEANING AND INTENT

- A. Provide items such as attachments, hangers, bolts and screws, which are obviously needed to perform work properly but are not specifically indicated on the drawings and specifications.
- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials and workmanship used on this project be in complete conformance with all local, state and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. Regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any non conformance code items be installed, they shall be replaced by the contractor at no additional cost to the PHA.

2.17 EXISTING UTILITIES

- A. Immediately repair any active existing utility lines (cables, conduits, ducts, and piping), except where such lines are to be abandoned. Protect and maintain such active existing utilities in use, until relocation of same has been complete or cut, or capped, or prepared for service connections, as applicable. Perform such repair and protection work at no additional cost to the Contract.
- B. If any existing active utility, which is not indicated on the Drawings, is unintentionally damaged, and such utility is to remain, immediately repair the damage and restore the utility to its original integrity. Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price, at rates determined and approved by the Architect. Consideration of any adjustment as outline herein shall be based on the assumption that the Contractor has performed in a prudent manner at the time such damage occurred. If extra expense is incurred in protecting and maintaining any utility line not shown on the Drawings, an adjustment in the Contract Price will be made.
- C. Notify the PHA in writing not less than three days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the PHA. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the approval and the authorization of the PHA.
- D. The PHA will cooperate fully, at the Contractor's request, in assisting the contractor in locating and identifying underground utilities.

2.18 PROTECTION OF PERSONS AND PROPERTY

- A. Provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the PHA's personnel and the public from hazards resulting from the work performed hereunder.
- B. Take all proper precautions to protect the PHA's or tenant's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other PHA, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of this paragraph shall be in addition to, not in lieu of, other protection requirements contained in these Contract Documents.

2.19 DAMAGE FROM THE ELEMENTS

- A. The General Contractor will be held responsible for all damage to new and existing construction from the elements until acceptance by the PHA.
- B. The intent of this paragraph is to protect the PHA against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the General Contractor.

2.20 SAFETY AND HEALTH

- A. Provide protective devices required by authorities having jurisdiction. Take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against occurrence of happening of any accident, injury or hurt to any person or object during progress of work. Provide and erect and temporary fences, guards, etc., required to protect public or workmen, and remove same when work is completed. Keep all passageways clear and safe. Comply with provisions of Federal Laws and regulations, as amended to date as follows:
 - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.
 - 2. Part 1510-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 - 3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Construction. (36 FR 75)

2.21 INDEMNIFICATION

- A. Notwithstanding any approvals or instructions which may be obtained from PHA in connection with use of premises, the Contractor agrees to indemnify and save the PHA and Architect harmless from and against any and all costs, loss expense, liability, damages or claims for damages, including costs of defending any action on account of any injury or damage to building, improvements or property of the PHA, of any person, firm, corporation, or association and on account of any injury including death, to any person or persons arising or resulting from the work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and his and their agents, or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.
- B. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall notify the PHA at once, stop work in the area of concern and not proceed in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Architect and PHA shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of contractors or subcontractors, nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor.

Therefore, except for claims and damages arising from negligent acts, errors or omissions of the Architect or PHA, the Contractor shall hold harmless and indemnify the Architect or PHA from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

2.22 REPORTS AND INFORMATION

- A. Performance of work under this contract will be monitored. Provide information, as may be requested, in form as required, pertaining to matters covered by this contract.

2.23 CLEAN AIR AND WATER

- A. Comply with requirements of Section 114 of Clean Air Act, as amended, (42 USC 1857-8) and Section 308 of Federal Water Pollution Control Act, as amended, (33 USC 1318) and regulations and guidelines issued thereunder. Do not use any facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2.24 RECORDS

- A. Maintain records with respect to matters covered by this Contract for a period of three years after receipt of final payment. Document costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and propriety of charges or conditions of employment or purchasing. Maintain records readily accessible, clearly identified and available for audit by the PHA.

2.25 TERMINATION OF THE CONTRACT

- A. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his solvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public PHA having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the PHA may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the PHA's additional expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the PHA. This obligation for payment shall survive the termination of the Contract.

END OF SECTION 00 73 00

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

B. Related Requirements:

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

1.3 PROJECT INFORMATION

Project Identification:	Lincoln Manor – Interior Renovations at Buildings ST and UV
Project Locations:	Lincoln Manor 10 Franklin Street, Lincoln, Rhode Island 02865
Owner:	The Housing Authority of Lincoln, Rhode Island 10 Franklin Street, Lincoln, Rhode Island 02865
Owner's Representative:	Mr. Keith Fortier Director of Facilities Telephone (401) 639-1288
Architect: Senior Project Manager	Mr. Edward Rowse Ms. Dereth L. Ellston Rowse Architects, Inc., 400 Massasoit Avenue, Suite 300, 2 nd Floor Providence, Rhode Island 02914 Telephone: (401) 331-9200

1.4 DEFINITIONS

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

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises of demolition and general construction as required for the scope of work identified as Lincoln Manor – Interior Renovations At Buildings ST and UV. The scope of work in general is (but not limited to) the removal and disposal of existing flooring systems, acoustical ceiling tile systems, light fixtures and scrape, sand and prepare all railings, and fire rated doors. Install new luxury vinyl flooring systems, acoustical ceiling tile systems, light fixtures and paint all railings and fire rated doors as specified. The general scope of work shall include (but is not limited to) the removal, preparation and installation of all items and associated work as shown on drawings and specified.
- B. The contractor must provide all material, labor, tools, supplies, equipment, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the contract documents.
- C. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.6 WORK BY OWNER

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

1.7 ACCESS TO SITE

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

1.8 COORDINATION WITH OCCUPANTS

- A. Adjacent Properties: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing roadways, parking lot access and building exits.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend and Overtime Hours: Shall be as approved by the Owner and Architect. This is not to limit the hours the contractor can perform work, but to only allow the Owner and Architect to have personnel available (in person or by phone) for questions or other issues.
 - 2. Early Morning or Evening Hours: Shall be as regulated by authorities having jurisdiction for restrictions on noisy work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than four days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.

- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner or others.
 - 1. Notify Owner not less than four days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco or controlled substances on Project site is not permitted.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

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

1.11 CODES, RULES AND REGULATIONS

- A. All work is to be in accordance with the latest requirements of:
 - 1. Federal, State and Municipal Laws

1.12 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

- 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.13 JOB SAFETY AND ACCIDENT PREVENTION

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

1.14 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than 15 days from date of notice to proceed.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide subschedules showing values coordinated with each phase of payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

- a. Include separate line items labor and materials.
3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.15 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the 23rd of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

1.16 MISCELLANEOUS PROVISIONS

A. SUPERINTENDENCE OF SUBCONTRACTORS

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

B. COORDINATION

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

C. BEHAVIOR OF PERSONNEL

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

D. SUBSTITUTIONS

1. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Architect to his satisfaction.
2. See Section 01 60 00 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

E. DRAWINGS AND SPECIFICATIONS

1. All work drawn on Plans and not specified or all work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract:
 2. ".....by Owner".
 3. ".....NIC (Not In Contract)".
4. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in or amount contract documents or there is doubt as to their meaning, Architect is to be notified at the earliest possible date. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contractor clarifying conditions, which addendum will become part of the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.
5. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.

6. If duplication is shown on drawings and/or specifications of work by more than one trade, Architect shall determine which trade shall do work and rebate shall be due from the other trades to Owner.
7. Drawings DO NOT include any necessary components for construction safety.
8. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
9. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
10. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless are specifically indicated as existing to remain.

F. EXISTING PLANT MATERIAL

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SELECTION AND PURCHASE

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

1.3 SUBMITTALS

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

1.4 COORDINATION

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

1.5 LUMP-SUM ALLOWANCES

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

1.6 UNUSED MATERIALS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

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

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 01 40 00 "Quality Requirements".

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement provided it has been accepted by the Owner prior to the award of the Contract, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Except as indicate in preceding subparagraphs, Methods of measurement and payment for unit prices are specified in those Sections.
- C. List of Unit Prices: A schedule of unit prices is included on the "Form of Proposal" Section 00 42 13. Specification sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

1. Building ST & UV - Lower Level Concrete subfloor where Luxury Vinyl Tile is called to be installed, prepare and install Liquid Membrane Air/Vapor Moisture Barrier, "Air-Shield LM" w/ "Meadow Patch 5" as manufactured by W.R. Meadows, Inc., or equal. \$_____/SQ FT.
2. Building ST & UV – Remove Acoustical ceiling tile system perimeter edge track in its entirety at all wall locations where Acoustical Ceiling Tile System has been removed. \$_____/LN FT.
3. Building ST & UV – Provide and Install Plaster skim coat as required to repair head of wall condition at all wall locations where Acoustical Ceiling Tile System edge trim has been removed. \$_____/SQ FT.
4. Building ST & UV – Prepare slab per manufacturers recommendations to receive "Sika level-02 primer" and "Sika level-35" self-leveling under-layment as manufactured by Sika Corporation, as required prior to installation of floor finish material \$_____/SQ FT.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. ADD Alternate No. ONE – Building S/T and U/V – Scrape, Prepare and Paint all Hallway and Common Space Walls
 - 1. Work of this Contract comprises of scraping, preparing and painting ALL hallway, common rooms and stairwell walls not called out in the Base Bid with a 2-coat system as specified and as required for the scope of work identified as Lincoln Manor – Interior Renovations at Buildings ST and UV. The general scope of work shall include (but is not limited to) the removal, preparation and installation of all items and associated work as shown on drawings and specified.

- B. ADD Alternate No. TWO – Building S/T and U/V – Scrape, Prepare and Paint all Apartment and Common Space Door Frames
 - 1. Work of this Contract comprises of scraping, preparing and painting ALL Apartment and other Hollow Metal door frames not called out in the Base Bid with a 2-coat system as specified and as required for the scope of work identified as Lincoln Manor – Interior Renovations at Buildings ST and UV. The general scope of work shall include (but is not limited to) the removal, preparation and installation of all items and associated work as shown on drawings and specified.

END OF SECTION 01 23 00

SECTION 01 30 00 – ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.00 GENERAL REFERENCE

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

1.01 REQUIREMENTS INCLUDED

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

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

1.03 CONTRACT METHOD

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

1.04 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application under procedures of Section 01 33 23 on AIA G702 - Application and Certificate for Payment.
- B. Content and Format: That specified for Schedule of Values in Section 01 33 23.

- C. Contractor shall refer to Section 00 72 13 General Conditions, for additional requirements.

1.05 CONTRACTOR USE OF PREMISES

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

1.06 JOB SAFETY AND ACCIDENT PREVENTION

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

1.07 REFERENCE STANDARDS

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

1.08 CUTTING AND PATCHING

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

1.09 EXISTING UTILITIES AND STRUCTURES

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

1.10 SUPERINTENDENCE OF SUBCONTRACTORS

- A. The contractor must supervise subcontractors in accordance with the provisions of General Conditions. A project superintendent shall be on site whenever any work is being performed.

1.11 COORDINATION

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

1.12 BEHAVIOR OF PERSONNEL

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

1.13 SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Architect to his satisfaction.
- B. See Section 01 60 00 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

1.14 CODES, RULES AND REGULATIONS

- A. All work is to be in accord with the latest requirements of:
 - 1. Federal, State and Municipal Laws
 - 2. Rhode Island Building and Fire Codes
 - 3. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.

- B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
- C. Reference to technical society organizations or body is made per the following abbreviations:
- | | |
|------|---|
| AIA | American Institute of Architects |
| ASA | American Standards Association |
| ASTM | American Society of Testing and Materials |
| CS | Commercial Standard of U.S. Dept. of Commerce |
| FS | Federal Specifications |
| NBFU | National Board of Fire Underwriters |
| NBS | National Bureau of Standards |
| UL | Underwriters' Laboratories, Inc. |
| FM | Factory Mutual Engineering Corporation |
- D. Nothing in the Specification or Drawings is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.

1.15 DRAWINGS AND SPECIFICATIONS

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

1. Contractor shall verify all dimensions with existing and actual field conditions, prior to start of any work.
- G. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless are specifically indicated as being existing to remain.

1.16 MANUFACTURER'S DIRECTIONS

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

1.17 GENERAL SPECIFICATION NOTE

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

PART 2 PRODUCTS

2.01 MATERIALS (CUTTING & PATCHING)

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Provide all required temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

- B. Provide protection from elements for areas, which may be exposed by uncovering work.

3.03 CUTTING AND PATCHING

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

3.04 PERFORMANCE

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

END OF SECTION 01 30 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

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

1.5 GENERAL COORDINATION PROCEDURES

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

1.6 REQUESTS FOR INFORMATION (RFIs)

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

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

1.7 PROJECT MEETINGS

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

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

- 11) Status of correction of deficient items.
- 12) Field observations.
- 13) Status of RFIs.
- 14) Status of proposal requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.

- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- 1.8 Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 – ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.00 GENERAL REFERENCE

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

1.01 REQUIREMENTS INCLUDED

- A. Procedural requirements.
- B. Rehabilitation and renovations of existing spaces and materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Provisions: Owner occupancy, maintenance of utility services, cutting and patching.
- B. Section 01 50 00 - Construction Facilities and Temporary Controls: Temporary enclosures, protection of installed work, barriers, security, utility services and cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in individual Sections.
- B. Match existing products and work for patching and extending work.
- C. Contractor shall determine type and quality of existing products by on site inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish, or type of work, requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent with existing quality.
 - 1. Contractor shall perform this inspection prior to bid so as to establish the scope of work and materials needed to comply with this paragraph.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that demolition is complete, and areas are ready for installation of new work.
- B. Beginning of work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion. Contractor shall coordinate all work through Owner/Architect.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.

- D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes. Remove all tape, nails, hooks, etc. Contractors shall move all furnishing as required to perform the work or make necessary means for protection of items.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity.

3.03 INSTALLATION

- A. Coordinate work to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.
- D. Install products as specified in individual Sections.

3.04 TRANSITIONS

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

- A. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- B. Fit work at penetrations of surfaces as specified in Section 01 30 00.

3.06 REPAIR OF EXISTING SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, cut, lifted, discolored, or showing other imperfections.
- B. Repair substrates prior to patching finish.

3.07 FINISHES

- A. Finish surfaces as specified in individual Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING

- A. In addition to cleaning specified in Section 01 50 00, clean Owner occupied areas, that require it due to construction operations, daily.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.0 GENERAL REFERENCE

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

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

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

1.3 GENERAL SUBMITTAL PROCEDURES

- A. Schedule of Submittals
 - 1. No later than 30 days after receiving a notice to proceed, but prior to commencement of any work, the contractor must submit to the Architect, in duplicate, a schedule listing all items that must be furnished for review and approval by the PHA.
- B. Transmit each submittal with AIA Form G810 or Architect accepted form.
- C. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- D. Contractor Review:
 - 1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents. CONTRACTOR'S FAILURE TO REVIEW AND APPROVE SUBMITTALS PRIOR TO SUBMISSION TO THE ARCHITECT WILL BE REASON FOR ARCHITECT'S REJECTION OF SUBMITTAL.
 - 2. Coordinate submittals with requirements of Work and of Contract Documents.
 - 3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address.
 - 1. Transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work or work of other contracts. Failure to do so will not justify an extension in contract time.
 - a. Submittals received by Architect after 1:00 P.M. will be dated received the next business day.

2. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
 - a. Finishes which involve Architect/PHA selection of colors, textures, or patterns. These items will not be selected separately. No colors will be selected until colors for ALL materials have been submitted to Architect.
 - b. Associated items which require correlation for efficient function or for installation.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor, Architect and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal. Failure to do so will be reason to reject submittal.
- I. Distribute copies of reviewed submittals to concerned parties.

1.4 CONSTRUCTION SCHEDULES

- A. The contractor is responsible for the scheduling of construction and must prepare a scheduling and charting system described below. This schedule is to ensure adequate planning and execution of the work by the contractor and to assist the PHA and Architect in appraising the reasonableness of the schedule and evaluating work progress. Contractor shall prepare a separate schedule for each of the project sites.
- B. General Requirements of Schedule
 1. Submit initial schedule in duplicate within 10 days after date of PHA-Contractor Agreement for Architect review.
 2. Revise, update and resubmit 3 copies with monthly requisition.
- C. Format
 1. Horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
 2. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by PHA and under Allowances.
 3. Provide legend for symbols and abbreviations used.
 4. Major milestones must be indicated on the schedule, such as the Notice to Proceed date, 50 percent completion, substantial completion for liquidated damages purposes, and project completion. In addition, the schedule must indicate when utility connections are to be made, permits to be obtained, and all other internal or external activities that affect the work flow (including all activities of the PHA that affect progress and contract-required dates to be completed).
 5. Indicate start and completion date for each apartment.
- D. Coordinate contents with Schedule of Values.
- E. Participate in joint review and evaluation of schedule with Architect.
- F. After review, revise as necessary as result of review, and resubmit 6 copies within 5 days.
- G. Contractor shall prepare a CPM schedule for work in a typical apartment. Schedule shall indicate start and completion times of all work being performed. Schedule shall be submitted to Architect and be approved prior to start of any work in individual apartments.
- H. See General Conditions for additional requirements.

1.5 PROPOSED PRODUCTS LIST

- A. Within 5 days after date of PHA-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product.
- B. Architect will reply, in writing, within 15 days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

1.6 SHOP DRAWINGS

- A. Submittal of shop drawings and related data must conform to the requirements of the general contract clauses and as specified in this section. The contractor must make any corrections required by the Architect. If the contractor considered any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice must be given to the Architect. The approval of the drawings by the Architect must not be construed as a complete check but indicates only that the general method of construction and detailing is satisfactory. Approval of the shop drawings does not relieve the contractor of the responsibility for any error that may exist because the contractor is responsible for the dimensions and design of adequate connections and details and satisfactory construction of all work.
 - 1. Sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect, in writing, at time of submittal, of any deviations from requirements of Contract Documents. Failure to do so will be reason for rejection of submittal or work in place.
- B. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- D. Minimum Sheet Size: Multiples of 8-1/2 x 11 inches.
- E. Number and type of copies as follows:
 - 1. Submit reproducible transparency.
 - 2. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Architect.
 - 3. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 017700 - Contract Close-Out Procedures.

1.7 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Architect.
- B. Mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities, wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. Supplement manufacturer's standard data to provide information unique to this Project.
- E. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 017700 - Contract Close-Out Procedures.

1.8 SAMPLES

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

1.9 MANUFACTURER'S INSTRUCTIONS

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

1.10 MANUFACTURER'S CERTIFICATES

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

1.11 CLOSEOUT SUBMITTALS

- A. Closeout Submittals: Refer to individual work sections and to "closeout" section for specific requirements on submittal of closeout information, materials, tools and similar items.
 - 1. Record Document Copies: Furnish two (2) sets.
 - 2. Maintenance/Operating Manuals: Furnish six (6) copies.
 - 3. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- B. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, and others as necessary for proper performance of the work.

1.12 SCHEDULE OF VALUES

- A. Requirements included:
 - 1. Contractor shall submit to the Architect a schedule of values allocated to the various portions of the work, within twenty days after the award of contract.
 - 2. Upon request of the Architect, support the values with data which will substantiate their correctness.
 - 3. Within two weeks of the award of contract submit a projected monthly cash flow schedule.
- B. Form and Content of Schedule of Values
 - 1. Per General Conditions.
 - 2. Schedule shall list the installed value of the component parts, by phase, of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
 - 3. Follow the table of contents of this project manual as the format for listing component items.
 - a. Identify each line item with the number and title of the respective major section of the specifications.
 - 4. For each major line item list sub-values of major products or operations under the item.
 - a. List all items that have a value of \$5,000 or more break out labor and material cost.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - 1. The cost of the materials, delivered and unloaded.
 - 2. The total installed value.

5. The sum of all values listed in the schedule shall equal the total contract sum.
6. Breakdown schedule of values by building.

1.13 REPORTS

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

PART 2 PRODUCTS

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

PART 3 EXECUTION

3.1 GENERAL

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

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

1.4 CONFLICTING REQUIREMENTS

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

1.5 ACTION SUBMITTALS

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

1.6 INFORMATIONAL SUBMITTALS

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

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

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

1.7 QUALITY ASSURANCE

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

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

1.8 QUALITY CONTROL

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

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

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 USE CHARGES

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

1.4 INFORMATIONAL SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

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

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

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

2.2 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: If required to perform construction, install temporary service or connect to existing service.

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

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

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

B. Temporary Use of Paved Areas:

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

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

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

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

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

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

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
2. Temporary Elevator Use: The possible use of building elevators shall be coordinated with the PHA.
3. Do not load elevators beyond their rated weight capacity.
4. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

G. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

H. Hoisting Facilities

1. Provide hoisting facilities as required for the vertical movement of all materials.

2. Comply with OSHA for all hoists, conveyers, and elevators and maintain the facilities in compliance with the law.

- I. Scaffolding and Staging

1. Contractor shall furnish erect and maintain exterior staging, scaffolding and protections of public walkways for use during construction of building. Each subcontractor shall furnish, erect and maintain staging and scaffolding required in work under his subcontract. Staging shall conform to federal, state, and local requirements. On completion of his work, each subcontractor shall dismantle and remove his staging and scaffolding.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 3. Maintain appearance of walkway for duration of the Work.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
 2. Supervise the use of combustion-type temporary heating units and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.6 OPERATION, TERMINATION, AND REMOVAL

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

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

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

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

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
- 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

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

1.8 SUBSTITUTIONS

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

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

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

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with

requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

2.3 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Requested substitution provides sustainable design characteristics that specified product provided.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.4 MANUFACTURER'S INSTRUCTIONS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 ACTION SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

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

1.5 MAINTENANCE MATERIAL SUBMITTALS

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

1.6 SUBSTANTIAL COMPLETION PROCEDURES

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

1.7 FINAL COMPLETION PROCEDURES

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

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.9 SUBMITTAL OF PROJECT WARRANTIES

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

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

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

1.10 RE-INSPECTION FEES

- A. Should Architect perform re-inspections due to failure of the work to comply with the claims or status of completion made by the Contractor:
1. Owner will compensate the Architect for such additional services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

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

3.2 REPAIR OF THE WORK

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

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of (but not limited) to existing vinyl composition floors, vinyl wall base, acoustical ceiling tiles, acoustical ceiling systems, and light fixtures.
 - 2. Patching and repairs.
 - 3. Proper storage of materials to be removed and reinstalled in work or salvaged for Owner.
- B. Examine all of the Contract Documents for requirements affecting work of this section. in particular, review requirements for systems to be partially removed under this section which must remain in service during the time of this work including all electrical and fire alarm devices. Examine informational documents provided by Owner and the existing structure and site features to determine conditions of the existing construction to be removed, particularly where adjacent portions are to remain, to determine the proper means of removal, with due regard for safety and protection of persons and property.
- C. The Contractor shall demolish, remove from the site, and legally dispose of all existing improvements and construction so indicated on the drawings, as required to properly install new work and/or as specified herein. Upon completion of the work of this section in any area, leave all surfaces free of debris and broom clean, ready for succeeding work. The removal work specifically includes cutting off all protruding fasteners and other existing elements which would appear in the finished work of the project or interfere with following work.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Inventory of items to be removed and salvaged.
- D. Inventory of items to be removed by Owner.
- E. Photograph or videotape, sufficiently detailed, of existing conditions of adjoining construction and that might be misconstrued as damage caused by selective demolition operations.
- F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced individual that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Storage or sale of removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.9 TEMPORARY SHORING AND BRACING

- A. Not used.

1.10 PROTECTION

- A. Protect work areas and adjacent areas from all damage due to operations under this section. Protect all persons, including those outside the limits of work, from all injury arising from this work.

1.11 WARRANTY

- A. Existing condition special warranty: Contractor shall remove, replace, patch and repair materials and surfaces cut or damaged during demolition, by methods and with materials so as not to void any existing warranties.

PART 2 - PRODUCTS

2.12 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
 - 3. Use materials conforming to the relevant sections of the specifications, where applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Owner.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

Not used.

3.3 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 - 1. Erect temporary protection of existing corridor flooring and walls. Protect apartment finishes to remain.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

1. Construct dustproof partitions of not less than nominal 100 mm studs, 16 mm gypsum wallboard with joints taped on occupied side, and 13 mm fire-retardant plywood on the demolition side.
2. Insulate partition to provide noise protection to occupied areas.
3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
4. Protect air-handling equipment.
5. Weatherstrip openings.

3.4 POLLUTION CONTROLS

- A. Use temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level.
 2. Maintain adequate ventilation.
 3. Locate selective demolition equipment throughout the structure and remove debris and materials.
 4. Dispose of demolished items and materials promptly. On-site storage is prohibited.
 5. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Patching is specified in Division 1 Section "Cutting and Patching".
- C. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 1. Completely fill holes and depressions in existing walls and ceilings to remain with an approved patching material, applied according to manufacturer's printed recommendations.
 2. Patching and repair of surfaces that will be exposed in the finished work shall be as specified masonry restoration and cleaning, and interior stone, terrazzo and plaster restoration specification sections.
- D. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

- E. Patch and repair floor, wall and ceiling surfaces in spaces where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
 - 1. Closely match texture and finish of existing adjacent surface.
 - 2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
 - 4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

- A. Sweep and vacuum the building clean on completion of selective demolition operation.
- B. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION 02 41 19

SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Wood blocking, cants, and nailers.
 - 3. Wood furring.
 - 4. Plywood backing panels.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPAA: Western Wood Products Association.
 - 7. ALSC: American Lumber Standard Committee, Inc.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 - 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.

1.6 DELIVERY, STORAGE, AND HANDLING

- ### A.
- Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- ### A.
- Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, S4S, unless otherwise indicated.
- ### B.
- Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal (38-mm actual) thickness or less, no limit for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- ### A.
- Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
1. Preservative Chemicals: Alkaline copper quaternary (ACQ) similar to Preserve as manufactured by Chemical Specialties, Inc. or equal. Materials shall contain no arsenic or chromium.
- ### B.
- Retention Rates:
1. Above Ground: 0.25 – 0.40 pcf.
 2. Below Ground: 0.40 pcf.
- ### C.
- Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- ### D.
- Quality Mark: All copper quaternary preservative-treated wood members shall bear an end tag or permanent ink stamp indicating the following:

1. Name of wood treating company.
2. Treatment plant city and state.
3. Symbol for alkaline copper quaternary (ACQ).
4. Preservative retention level.
5. Approved use.
6. Code report number.

E. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test. Material shall have an Underwriters Laboratories FRS rating or a flame spread and smoke index rating denoting a surface-burning characteristic rating of 25 or less for flame spread and smoke developed.
1. Use treatment that does not promote corrosion of metal fasteners.
 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with the Underwriters Laboratories label or stamp attesting to the FRS rating or flame spread and smoke index rating, or the ESR Building Code Approval, and to the fact that it also meets the American Wood Protection Association, (AWPA):P50, U1, UCFA for Interior Type A (HT) use.
- E. Application: Treat items indicated on Drawings, and the following:
1. Framing for raised platforms.
 2. Concealed blocking in fire rated construction.
 3. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
 4. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
 - 4. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 6. Western woods; WCLIB or WWPA.
 - 7. Northern species; NLGA.
 - 8. Eastern softwoods; NeLMA.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content Construction or No. 2 grade of any species.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

- G. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
 - 3. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber. Use materials acceptable to preservative manufacturer.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated.
- J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials.

Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring horizontally and vertically at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- size furring vertically at 16 inches o.c.

END OF SECTION 06 10 53

SECTION 09 51 13 – ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Tiles: Full-size panels equal to 5 percent of quantity installed.
 - 2. Suspension-System Components: Quantity of each exposed component equal to 5 percent of quantity installed.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 450 or less.
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL TILES, GENERAL

- A. Source Limitations:
 - 1. Acoustical Ceiling Tiles: Obtain each type from single source from single manufacturer.
 - 2. Suspension System: Obtain each type from single source from single manufacturer.
- B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
 - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.
- D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

2.3 ACOUSTICAL PANELS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide acoustic panels as manufactured by Armstrong World Industries or comparable product by one of the following:
1. CertainTeed Corp.
 2. Chicago Metallic Corporation.
 3. Tectum Inc.
 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment (Type A Acoustic Panels): Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
- C. Type 1, Acoustical Tiles: (ACT-1)
1. Size: 24" x 24"
 2. Thickness: 7/8"
 3. Composition: Mineral fiber.
 4. Edge: Beveled tegular.
 5. Surface Color: White.
 6. Surface Finish: No. 558 Cirrus High NRC, Medium Texture for 9/16" wide Suprafine XL FireGuard grid system.

Type 2, Acoustic Tiles: (ACT-2 AT LAUNDRY AREAS)

7. Size: 24" x 24"
8. Thickness: 7/8"
9. Composition: Mineral fiber.
10. Edge: Beveled Tegular.
11. Surface Color: White.
12. Surface Finish: No. 1446 Ultima Health Zone High NRC, Fine Texture for 9/16" wide Prelude FireGuard grid system.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Existing metal suspension system to remain in place to the greatest extent as possible. Repair and adjust as required. Provide new suspension system for all bathrooms ceilings and in areas of new construction.
- B. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by

testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.

- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than minimum size as recommended by manufacturer.
- E. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- F. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- G. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- H. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.
- I. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches (610 mm) o.c. on all cross tees.

2.5 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. Chicago Metallic Corporation.
 - 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Narrow-Face, Capped, Double-Web, Steel Suspension System (Type ACT-2) - Acoustic Tiles: ("Suprafine XL and Prelude XL") Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch- (15-mm-) wide metal caps on flanges.
 - 1. Structural Classification: Intermediate-duty system.
 - 2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
 - 3. Face Design: Flat, flush.
 - 4. Cap Material: Galvanized steel cold-rolled sheet.
 - 5. Cap Finish: Painted white.
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
4. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 8. Do not attach hangers to steel deck tabs.
 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. Arrange directionally patterned acoustical panels as follows:
 - a. Install panels with pattern running in one direction parallel to long axis of space.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
 5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 6. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions unless otherwise indicated.
 7. Install clean-room gasket system in areas indicated, sealing each panel and fixture as recommended by panel manufacturer's written instructions.
 8. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.
- B. Patch Area: The Contractor shall match existing adjacent ceiling tiles in size, color and texture in all patched or damaged areas.

END OF SECTION 09 51 13

SECTION 096500 - RESILIENT FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Luxury Vinyl Composition Tile
 - 2. Luxury Vinyl Sheet
 - 3. Resilient Base
 - 4. Resilient molding accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.

1.4 CLOSEOUT SUBMITTALS

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

1.5 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.
 - 2. Resilient Wall Base and Molding Accessories: Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof of each type, color, pattern and size of resilient product installed.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by manufacturer for installation techniques required.
- B. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 68 deg F (20 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.8 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 68 deg F (20 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:
 1. 7 days before installation.
 2. During installation.
 3. 7 days after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 VINYL COMPOSITION FLOOR TILE

- A. Basis-of-Design Product: Vinyl composition floor tile materials indicated below shall be as manufactured by Armstrong Flooring. Comparable products by alternate manufacturers are acceptable subject to compliance with the quality and performance requirements established by the specified products.

Luxury Vinyl Tile – (LVT-1)

1. Style Name: 4170V
2. Collection: Abide
3. Construction: Heavey Commercial Luxury Vinyl Tile
4. Finish: ExoGuard+

5. Size: 7" x 47"
6. Thickness: 0.098 inches (2.5 mm)

Luxury Vinyl Sheet – (LVS-1)

1. Style Name: 4106V
2. Collection: Inhabit
3. Construction: Commercial Heterogeneous Sheet with Fiberglass
4. Finish: ExoGuard+
5. Size: 6.56' (2.00m) x 68.58' long (20.90m)
6. Thickness: 0.087 inches (2.2 mm)

- B. Fire-Test-Response Characteristics:
Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm per ASTM E648.
- C. Colors and Patterns: As selected by Architect from full range of industry colors. Architect reserves the right to select, allocate and vary colors throughout the building including floor patterns which will be determined by the Architect at a future time.

2.2 RESILIENT BASE

- A. Resilient Base:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Johnsonite.
 - b. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
 - c. Nora Rubber Flooring; Freudenberg Building Systems, Inc.
 - d. Roppe Corporation, USA.
- B. Resilient Base Standard: ASTM F 1861.
1. Material Requirement: Type TV (vinyl, thermoplastic).
 2. Manufacturing Method: Group I (solid, homogeneous).
 3. Style: Straight (flat or toeless) at carpet and Cove (base with toe) at all other areas.
- C. Minimum Thickness: 0.125 inch (3.2 mm).
- D. Height: 4 inches (102 mm).
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed.

- G. Inside Corners: Job formed.
- H. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 RESILIENT MOLDING ACCESSORY

- I. Resilient Molding Accessory:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
 - b. Johnsonite.
 - c. Roppe Corporation, USA.
- J. Description: Carpet edge for glue-down applications. Reducer strip for resilient floor covering. Joiner for tile and carpet. Transition strips.
- K. Material: Vinyl.
- L. Profile and Dimensions: As required to accommodate thickness of adjacent materials.
- M. Colors and Patterns: As selected by Architect from full range of industry colors. Colors to provide same availability as resilient base indicated above.

2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer. Retain both paragraphs below for resilient terrazzo floor tile.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 - 4. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate that is less than the maximum allowed by the carpet manufacturer.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum relative humidity level measurement that is less than the maximum allowed by the carpet manufacturer.
 - c. Contractor shall provide copies of drawing(s) indicating test locations and copies of test results.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until they are same temperature as space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles and in patterns as directed by Architect.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles with grain direction as directed by Architect.

- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
 - 1. Use adhesive applied to substrate in compliance with the flooring manufacturer's recommendations, including those for trowel notching, adhesive mixing and adhesive open and working times.
- I. Roll floor tiles as required by manufacturer.
- J. At static dissipative vinyl composition tile, install copper grounding strips into adhesive in strict accordance with manufacturer's written instructions and prepare for grounding tie-in by electrical contractor.

3.4 RESILIENT BASE INSTALLATION

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

3.5 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

3.6 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil in accordance with manufacturer's recommendations.
- C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish (Rubber Tiles and Stair Treads / Risers): Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply two coats.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 09 65 00

SECTION 09 67 23 – RESINOUS FLOORING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 - 1. Resinous flooring system as shown on the drawings and in schedules.

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with decorative quartz aggregate broadcast and Epoxy broadcast and topcoats.
- B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
- C. Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
- C. Samples: A 6 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have been approved by the flooring system manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection

1. The Applicator shall be provided with a storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.

C. Waste Disposal

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS**A. Site Requirements**

1. Application may proceed while air, material and substrate temperatures are between 60 F and 90 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.

B. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of foodstuffs from the work area.
4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. Sherwin-Williams warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Sherwin-Williams published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
- B. Sherwin-Williams liability with respect to this warranty is strictly limited to the value of the material purchase. One-year standard material warranty.

PART 2 – PRODUCTS**2.1 FLOORING**

- A. Sherwin-Williams Hybri-Flex EQ (self leveling broadcast quartz), epoxy/aliphatic urethane topcoat seamless flooring system or equal.

1. System Materials:

- a. Topping: Sherwin-Williams Poly-Crete SL resin, hardener and SL aggregate.
- b. The broadcast aggregate shall be Sherwin-Williams Q28 quartz aggregate.
- c. Broadcast: Sherwin-Williams Resuglaze Glaze, epoxy based two-component resin.
- d. Grout Coatcoats: Sherwin-Williams Resuflor Glaze Clear, epoxy-based, resin and Hardener
- e. Top coat: Sherwin-Williams Resutile AT aliphatic urethane two-component resin.

2. Patch Materials
 - a. Shallow Fill and Patching: Use Sherwin-Williams Poly-Crete MD (up to ¼ inch).
 - b. Deep Fill and Sloping Material (over ¼ inch): Use Sherwin-Williams Poly-Crete WR or Cemlack UM.

2.2 MANUFACTURER

- A. The Sherwin-Williams High Performance Flooring, 866-540-1299
swflooring@sherwin.com
- B. Website: <https://industrial.sherwin-williams.com/na/us/en/resin-flooring.html>
- C. Manufacturer of Approved System shall be single source and made in the USA.
- D. Alternates must be approved 10 days prior to bid.

2.3 PRODUCT REQUIREMENTS

A. Topping	Poly-Crete SL
1. Percent Reactive	100 %
2. VOC	0 g/L
3. Bond Strength to Concrete ASTM D 4541	400 psi, substrates fails
4. Compressive Strength, ASTM C 579	9,000 psi
5. Tensile Strength, ASTM D 638	2,175 psi
6. Flexural Strength, ASTM D 790	5,076 psi
7. Impact Resistance @ 125 mils, MIL D-3134, No visible damage or deterioration	160 inch lbs
B. Broadcast Coat	Resufloor Glaze Resin
1. Percent Reactive,	100 %
2. VOC	<4 g/L
3. Water Absorption, ASTM D 570	0.04%
4. Tensile Strength, ASTM D 638	4000psi
5. Coefficient of thermal expansion ASTM D 696,	2 x 10 ⁻⁵ in/in/F
6. Flammability ASTM D-635	Self-Extinguishing
7. Flame Spread/ NFPA 101 ASTM E-84	Class A
C. Grout Coat	Resufloor Glaze Clear
1. Percent Reactive,	100 %
2. VOC	<4 g/L
3. Water Absorption, ASTM D 570	0.04%
4. Tensile Strength, ASTM D 638	4000psi
5. Coefficient of thermal expansion ASTM D 696,	2 x 10 ⁻⁵ in/in/F
6. Flammability ASTM D-635	Self-Extinguishing
7. Flame Spread/ NFPA 101 ASTM E-84	Class A

D. Topcoat	Resutile AT
1. VOC	0 g/L
2. 60 Degree Gloss ASTM D523	75+/-5
3. Mixed Viscosity, (Brookfield 25°C)	500 cps
4. Tensile strength, ASTM D 638	7,000 psi
5. Abrasion Resistance, ASTM D4060	Gloss Satin
CS 17 wheel (1,000 g load) 1,000 cycles	4 8 mg loss with grit
	10 12 mg loss without grit
6. Pot life @ 70° F 50% RH	2 hours
7. Full Chemical resistance	7 days

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
 - a. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement.
 - b. If the vapor drive exceeds 99% relative humidity or 20 lbs/1,000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
3. Mechanical surface preparation
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.

4. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufactures recommendations.

3.3 APPLICATION

A. General

1. The system shall be applied in five distinct steps as listed below:
 - a. Substrate preparation
 - b. Topping/overlay application with quartz aggregate broadcast.
 - c. Resin application with quartz aggregate broadcast.
 - d. Grout coat application
 - e. Topcoat application.
2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Topping

1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
2. The topping shall be comprised of three components, a resin, hardener and aggregate as supplied by the Manufacturer.
3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
4. The topping shall be applied over horizontal surfaces using ½ inch "v" notched squeegee, trowels or other systems approved by the Manufacturer.
5. Immediately upon placing, the topping shall be degassed with a loop roller.
6. Q28 Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf.
7. Allow material to fully cure. Sweep and vacuum to remove all loose aggregate.

C. Broadcast

1. The broadcast coat resin shall be applied at the rate of 90 sf/gal.
2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. Q 28 Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf.
4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

D. Grout coat

1. The grout coat shall be squeegee applied with a coverage rate of 90 sf/gal.
2. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish

- E. Topcoat
 - 1. The topcoat shall be roller applied with a coverage rate of 500 sf/gal.
 - 2. The finished floor system will have a nominal thickness of 1/4 inch.

3.3 FIELD QUALITY CONTROL

- A. Tests, Inspection
 - 1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 - 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 - 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.4 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

END OF SECTION 09 67 26

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates including but not limited to:
 - 1. Concrete masonry units (CMU).
 - 2. Steel.
 - 3. Existing gypsum board / plaster pre-painted.
 - 4. Gypsum board
- B. Paint all exposed surfaces in all rooms, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
 - 1. Painting includes field-painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, wood decks, and primed metal surfaces of mechanical and electrical equipment.
 - 2. Back priming of all painted/stained woods.
- C. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - 1. Prefinished items not to be painted include the following factory-finished components:
 - a. Acoustic materials
 - b. Metal gutter and downspout systems.
 - c. Finished mechanical and electrical equipment. Electrical load center panel covers in finished spaces shall be painted as specified herein regardless of factory finish.
 - d. Light fixtures
 - e. Metal louvers and brick vents
 - 2. Finished metal surfaces not to be painted include:
 - a. Anodized aluminum
 - b. Stainless steel
 - c. Chromium plate
 - d. Copper
 - e. Bronze
 - f. Brass
 - g. Galvanized lintels and railings.
 - 3. Operating parts not to be painted include moving parts of operating equipment, such as the following:

- a. Valve and damper operators.
- b. Linkages.
- c. Sensing devices.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a five-year construction record of successful in-service performance.
- B. The number of coats and film thickness indicated in the schedule, at the end of this Section, are as specified by the manufacturers herein specified, and are specified so as to provide complete and thoroughly covered opaque surfaces. It is the Contractor's responsibility to provide the required film thickness to insure adequate coverage.

- C. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than [1 gal. (3.8 L) of each material and color applied.

1.7 DELIVERY, STORAGE, AND HANDLING

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

1.8 FIELD CONDITIONS

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

1.9 WASTE MANAGEMENT AND DISPOSAL

- A. Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are regarded as hazardous products and are subject to regulations for disposal. Obtain information on these controls from applicable Federal, State and Local government departments having jurisdiction.
- B. All waste materials shall be separated and recycled. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility. Materials that cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.
- C. Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.
- D. To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:
 - 1. Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - 2. Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.

3. Return solvent and oil-soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 4. Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 5. Empty paint cans are to be dry prior to disposal or recycling (where available).
 6. Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.
- E. Set aside and protect surplus and uncontaminated finish materials not required by the Owner and deliver or arrange collection for verifiable re-use or re-manufacturing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Benjamin Moore & Co.
 2. Glidden Professional Paints
 3. PPG Architectural Finishes, Inc.
 4. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect from manufacturer's full range. Architect reserves the right to select, allocate and vary colors on different surfaces throughout the building subject to the limitation that no more than 30% of deep colors will be selected.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #61.

2.4 WATER-BASED PAINTS

- A. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.
- B. Latex, Interior, (Gloss Level 3): MPI #52.

- C. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54.

2.5 WOOD FILLERS

- A. Wood Filler Paste: MPI #91.

2.6 POLYURETHANE VARNISHES

- A. Varnish, Interior, Polyurethane, Oil-Modified, Satin (Gloss Level 4): MPI #57.

2.7 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Wood Substrates (Opaque Finish):
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Wood Substrates (Transparent Finish):
 - 1. Countersink steel nails, if used, and fill with putty tinted to final color to eliminate rust leach stains.
 - 2. Prime all surfaces not exposed to view.
 - 3. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual" to produce smooth, glasslike finish.
- J. PVC Trim Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 - 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

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

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 PAINTING SCHEDULE – INTERIOR SURFACES

- A. Existing Gypsum Board/Plaster Substrates (Pre-Painted):
 - 1. Latex System: MPI INT. 9.2A
 - a. Prime Coat: Benjamin Moore, Regal Latex Primer, N216, MPI #50.
 - b. Intermediate Coat: Benjamin Moore, Premium Interior Latex Eggshell Finish W626, MPI #44.
 - c. Topcoat: Benjamin Moore, Premium Interior Latex Eggshell Finish W626, MPI #44.
- B. Gypsum Board Substrates:
 - 1. Latex System: MPI INT. 9.2
 - a. Prime Coat: Benjamin Moore, Regal, Premium Interior Latex Primer, N216, MPI #50.
 - b. Intermediate Coat: Benjamin Moore, Premium Interior Latex Eggshell Finish W626, MPI #44.
 - c. Topcoat: Benjamin Moore, Premium Interior Latex Eggshell Finish W626, MPI #44.
- C. CMU & Concrete Substrates:
 - 1. Latex System: MPI INT. 4.2A
 - a. Prime Coat: Benjamin Moore, Latex Vapor Barrier Primer Sealer 573, MPI #61.
 - b. Intermediate Coat: Benjamin Moore, Premium Interior Latex Semi-Gloss Finish W627, MPI #54.
 - c. Topcoat: Benjamin Moore, Premium Interior Latex Semi-Gloss Finish W627, MPI #54.
- D. Metal Substrates:
 - 1. Latex Vapor Barrier Primer Sealer System: MPI INT. 5.1Q
 - a. Prime Coat: Benjamin Moore, Latex Vapor Barrier Primer Sealer 573, MPI #61.
 - b. Intermediate Coat: Benjamin Moore, Premium Interior Latex Semi-Gloss Finish W627, MPI #54.

- c. Topcoat: Benjamin Moore, Premium Interior Latex Semi-Gloss Finish W627, MPI #54.

C. Steel Substrates:

- 1. Latex over Alkyd Primer System: MPI INT. 5.1Q
 - a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.

E. Wood Substrates: Including wood trim, architectural woodwork and wood-based panel products scheduled for opaque finish.

- 1. Latex System: MPI INT. 6.3T and 6.4R
 - a. Prime Coat: Primer, latex, for interior wood, MPI #39.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.

F. Wood Substrates: Including wood trim, architectural woodwork and wood-based panel products scheduled for transparent finish.

- 1. Polyurethane Varnish System: MPI INT. 6.3K and 6.4J
 - a. Prime Coat: Polyurethane varnish matching topcoat.
 - b. Intermediate Coat: Polyurethane varnish matching topcoat.
 - c. Topcoat: Varnish, interior, polyurethane, oil-modified, satin (Gloss Level 4), MPI #57.

END OF SECTION 09 91 00

SECTION 26 05 00 – BASIC ELECTRICAL METHODS AND MATERIALS

PART 1 - GENERAL

1.0 GENERAL REFERENCE

- A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.
- B. INTENT: It is the intent that all electrical system modifications required shall be Design / Build by the contractor. It is the intent of the plans and these specifications that all design, equipment, materials and workmanship used on this project be in complete conformance with all local, state and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. Regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any nonconforming code items be installed, they shall be replaced by the contractor at no additional cost to the owner.
- C. Making field observations and taking all field measurements of existing conditions.
 - 1. Bidders shall survey conditions of existing structure and shall thoroughly familiarize himself with the work of this contract and the existing site conditions prior to submitting his bid. Contractor will be responsible for providing all materials and equipment for proper installation of work of this section when existing conditions indicate that items are required and were available for inspection prior to bid or in locations which could reasonably have been inspected.

1.1 SECTION INCLUDES

- A. Provision of a complete design build electrical system per contract documents including, but not limited to wiring of new wiring devices, wiring lights and fixtures as required for renovation work.
- B. Modification of existing systems as required for new work.
- C. Testing and Permits

1.2 QUALITY ASSURANCE

- A. Work shall be accomplished licensed electricians.
- B. Work shall be accomplished in a first class, thorough and workmanlike manner.

1.3 REFERENCE STANDARDS

- A. All work to be in accordance with the standards, codes and ordinances listed hereinafter.
 - 1. National Electrical Code, 1987 Edition
 - 2. NFPA Standards
 - 3. ANSI Standards
 - 4. U.L. Standards
 - 5. National Electrical Safety Code
 - 6. OSHA Standards
 - 7. AIEE
 - 8. NEMA
 - 9. Rhode Island State Building Code
 - 10. Rhode Island State Safety Code
 - 11. Local Codes and Ordinances

12. Federal Specifications

1.4 SUBMITTALS

- A. Submit shop drawings, manufacturer's data and certificates for all equipment, devices and materials.

1.5 PERMITS

- A. Obtain all required electrical and other related permits and pay all fees for same.
- B. Provide to Architect, in duplicate, a certificate of final inspection from the authority having jurisdiction for the electrical and fire alarm systems.

1.6 INSPECTION AND TESTS

- A. During the progress of the work it shall be subject to the inspection of the Owner and to such other inspectors as may have jurisdiction.
- B. Visit the site to acquaint yourself with existing conditions. No extra compensation will be paid for failure to comply with this paragraph.

1.7 CUTTING AND PATCHING

- A. Arrange to have conduit, boxes and such other pertinent parts set in place ahead of construction, such that they will be built in, thus eliminating the need for cutting and patching. Failure to conform to this paragraph will require that this Contractor shall perform any cutting and patching required for his work. Patching shall meet or exceed quality of adjacent surfaces. Cutting must be accomplished as not to weaken adjacent structural members and must be approved by the Architect before proceeding.

1.8 GUARANTEE

- A. Leave each entire electrical system in proper working order and without additional expense to the owner, replace any work, materials or equipment provided under this contract which develops defect, except from ordinary wear and tear, within one year from the date of final certificate of approval and acceptance by the Architect.
- B. Guarantee all systems, including fixtures, to be free from short circuits, open circuits, loose connections, over-heating and such other defects.
- C. Promptly remedy any defects in work and pay for any damage to other work resulting therefrom which appear during the one year guarantee period.

PART 2 - PRODUCTS

2.1 WIRE AND CABLE

- A. All wiring and cabling shall be in strict compliance with the NEC and it's latest revisions, both with respect to material and workmanship.
- B. Wiring for branch circuit, power, control and lighting systems shall be copper, conforming to Fed. Spec. J-C-30A and multi-rated as follows:
 - 1. Type THHN - 90°C.; Dry Locations
 - 2. Type THWN - 90°C.; Wet Locations

- C. All conductors No. 3 AWG and larger for large equipment shall be copper conforming to Fed. Spec. J-C-30A and U.L. Standard UL 44, chemically cross-linked polyethylene, Type XHHW.
- D. Conductors No. 10 AWG and smaller shall be solid No. 8AWG and larger shall be stranded.
- E. Bare copper ground wire shall meet Fed. Spec. QQ-W-343.
- F. Equipment grounding conductor shall be type TW or THW with green insulation conforming to Fed. Spec. J-C-129C.
- G. Fixture wiring shall be Type TFF, or TFFN Copper, No. 12 AWG minimum, solid.
- H. Branch Circuit Wire and Cable: American Insulated Wire, ITT/Royal, Rome Cable, or Triangle.
- I. Feeder Cable: American Insulated Wire, ITT/Royal, Rome Cable or Triangle.
- J. Fixture Wire: American Insulated Wire, ITT/Royal, or Carol Cable.
- K. All wiring shall be in metallic conduit. If acceptable to authority having jurisdiction type MC with full size ground wire may be used for wiring of bathroom GFI outlet if required.

2.2 WIRING ACCESSORIES

- A. Wire nuts shall be Ideal Industries "Wing-Nut" series 451 through 453.
- B. Insulated spade terminals shall be ideal Industries Series SN16X or SN12X, T & B Series RB14 or RC10.
- C. Electrical Tape shall be Scotch No. 33 or Plymouth #4472.
- D. Cable Ties shall be Ideal Industries Series 41-609 through 41-669 or T & B Series TY-523MX through TY-529MX.

2.3 LIGHT FIXTURE

- A. Light Fixture: (See Drawings).

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL

- A. All work shall be in accordance with UL and NEC.
- B. The minimum size wire for power and lighting branch circuits and all circuits emanating from panelboards shall be minimum No. 12 AWG. Larger sizes of wire shall be installed so that the voltage drop between any lighting fixture, device, motor, etc., and its panelboard shall not exceed 2% where connected loads and actual length of branch circuit runs as installed required its use.
- C. Joints between conductors No. 14 AWG through No. 8 AWB at fixtures, devices and junction points shall be made with insulated spring type wire nuts of the wing-nut design.
- D. Receptacles shall be mounted with grounding slot at the top. Devices shall be mounted plumb and within 1/8" of finished wall.
- E. All new wiring shall be in metal conduit concealed within walls and ceilings. Where this is determined to be impracticable, by the Architect, the wiring may be installed in metallic wiremold which is installed tight to the wall and ceiling at no additional cost to the owner.

END OF SECTION 26 05 00

**LINCOLN HOUSING AUTHORITY
10 FRANKLIN STREET
LINCOLN, RI 02865**

CRIMINAL BACKGROUND INVESTIGATION AUTHORIZATION, RELEASE AND DISCLAIMER

I, _____, hereby direct and authorize the Bureau of Criminal Identification of the Department of Attorney General for the State of Rhode Island to make available to the Lincoln Housing Authority any criminal record that the Bureau of Criminal Identification has on file in reference to me, and I further consent to the authentication of my identity through fingerprinting, or some other process that may be required to confirm my identity.

I understand that an investigative report may be generated on me from any source that may include information as to my criminal history from any criminal justice agency or court in any or all federal, state, city and county jurisdictions, including any state Department of Motor Vehicle/Drivers' license records, traffic citations and/or registrations.

Employee Name (Please Print)

Employee Signature

Maiden Name (If Applicable)

Date

Date of Birth

Employer/Company Name (If applicable)

Place of Birth

Social Security Number

Copy of valid photo identification with date of birth must be attached to all BCI Authorization Forms.

LINCOLN MANOR INTERIOR RENOVATIONS AT BUILDINGS ST AND UV

10 FRANKLIN STREET

H.U.D. PROJECT NUMBERS: RI 18-1A

SEPTEMBER 15, 2025



LINCOLN MANOR
10 FRANKLIN STREET, LINCOLN, RI



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

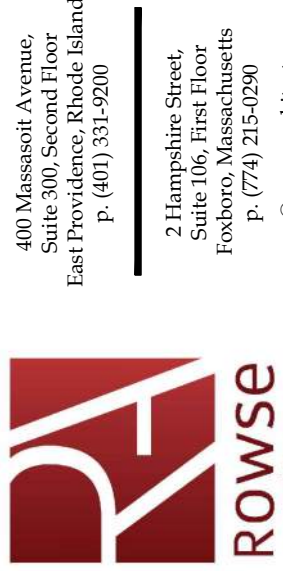
2 Hampshire Street,
Suite 106, First Floor
Foxboro, Massachusetts
p. (774) 215-0290
rowse@rowsearchitects.com

LIST OF DRAWINGS

GENERAL		
T1	TITLE SHEET	1 OF 8
ARCHITECTURAL		
G1.0	ABBREVIATIONS, LEGEND AND SITE PLAN	2 OF 8
A1.0	BUILDING ST - LOWER, MAIN AND UPPER LEVEL FLOOR PLANS AND CONSTRUCTION NOTES	3 OF 8
A1.1	BUILDING ST - LOWER, MAIN AND UPPER LEVEL REFLECTED CEILING PLANS AND LEGEND	4 OF 8
A2.0	BUILDING UV - LOWER, MAIN AND UPPER LEVEL FLOOR PLANS AND CONSTRUCTION NOTES	5 OF 8
A2.1	BUILDING UV - LOWER, MAIN AND UPPER LEVEL REFLECTED CEILING PLANS AND LEGEND	6 OF 8
F1.0	BUILDING ST - LOWER, MAIN AND UPPER LEVEL FLOOR FINISH PLANS AND LEGEND	7 OF 8
F2.0	BUILDING UV - LOWER, MAIN AND UPPER LEVEL FLOOR FINISH PLANS AND LEGEND	8 OF 8

LINCOLN MANOR - INTERIOR RENOVATIONS AT BUILDING ST AND UV
10 FRANKLIN STREET, LINCOLN, RI
LINCOLN HOUSING AUTHORITY 10 FRANKLIN STREET, LINCOLN RI

SET NUMBER
SEPTEMBER 15, 2025



Abbreviations

A/C	AIR CONDITIONING	FLR	FLOOR	PMJF	PREMOLDED JOINT FILLER
AGT	ACOUSTICAL TILE	FLUR	FLUORESCENT	PNT	PAINT
ALT	ABOVE FINISH FLOOR	FLDN	FOUNDATION	PNTD	PAINTED
ALUM	ALUMINUM	FOG	FACE OF CONCRETE	PR	PAIR
ANC BLT	ANCHOR BOLT	FOF	FACE OF FINISH	PREFIN	PREFINISHED
APPROX	APPROXIMATE	FOM	FACE OF MASONRY	PSF	POUNDS PER
ARCH	ARCHITECT	FOS	FACE OF STUD	SQ FT	SQUARE FOOT
ARGB	ARISE RESISTANT GB	FP	FIREPROOFING	PT	PRESSURE TREATED
ASPH	ASPHALT	FR	FIRE RETARDANT	PTD	PAPER TOWEL DISPENSER
		FTG	FOOTING	PTN	PARTITION
		FUR	FURRING	PVC	POLYVINYL CHLORIDE
				PVMT	PAVEMENT
BC	BRICK COURSE			QT	QUARRY TILE
BD	BOARD	GA	GAUGE		
BTJM	BITUMINOUS	GB	GYPSPUM BOARD	R & D	REMOVE & DISPOSE
BLDG	BUILDING	GC	GENERAL CONTRACTOR	R & R	REMOVE & REPLACE
BLK	BLOCK	GALV	GALVANIZED	R & S	REMOVE & SALVAGE
BLKS	BLOCKING	GL	GLASS	R	RADIUS/ RISSER
BM	BENCH MARK	GLAZ	GLAZED BLOCK	RB	RUBBER MAT
BOP	BOTTOM OF FOOTING	GLB	GLASS BLOCK	RD	ROOF DRAIN
BOIT	BOTTOM	GBB	GYPSPUM WALL BOARD	REF	REFRIGERATOR
BRG	BEARING	GYP	GYPSPUM WALL BOARD	REFUR	REFURISH
BRK	BRICK			REIN	REINFORCEMENT
BS	BRICK SHELF	HC	HANDICAP	RES	RESILIENT
BSMT	BASEMENT	HDP	HEAVY DUTY	REQD	REQUIRED
		HDR	HARDWARE	RH	RIGHT HAND
CAB	CABINET	HM	HOLLOW METAL	RISBG	RHODE ISLAND STATE
CB	CEMENT BOARD	HKR	HORIZONTAL		
CDM	CAVITY DRAINAGE	HP	HIGH POINT	RL	BUILDING CODE
		HT	HEIGHT	RM	ROOM
CH	CEILING HEIGHT	HTR	HEATER	RO	ROUGH OPENING
CIP	CAST IN PLACE	HVAC	HEATING, VENTILATING,	RT	RUBBER TILE
CJ	CONTROL JOINT		AIR CONDITIONING	RTU	ROOF TOP UNIT
C	CENTER LINE				
CL	CLOSET OR CHAIN LINK	ID	INSIDE DIAMETER	S	SEALANT
CLS	CEILING	INSUL	INSULATION	SGH	SCHEDULE
CLR	CLEAR	INT	INTERIOR	SCR	SHOWER CURTAIN ROD
CMU	CONCRETE	INV	INVERT	SCM	SOLID CORE WOOD
	MASONRY UNIT			SD	SOAP DISPENSER
CNTR	COUNTER	JST	JOIST	SECT	SECTION
COL	COLUMN	JT	JOINT	SF	SQUARE FEET
COMP	COMPOSITION			SM	SIMILAR
CONC	CONCRETE	L	LENGTH	SND	SANITARY NAPKIN DISPENSER
CONST	CONSTRUCTION	LAM	LAMINATE	SNV	SANITARY NAPKIN VENDOR
CONT	CONTINUOUS	LAV	LAVATORY	SPEC	SPECIFICATION
CONV	CONVECTOR	LBL	LABEL	SQ	SQUARE
CORR	CORROD	LCC	LEAD COATED	SS	STAINLESS STEEL
COORD	COORDINATE	LGC	LEAD COATED COPPER	STD	STANDARD
CPT	CARPET	LFP	LOW POINT	STL	STEEL
CT	CERAMIC TILE	LSC	LIFE SAFETY CODE	STOR	STORAGE
				STRUCT	STRUCTURE OR STRUCTURAL
D	DOUBLE	MAS	MASONRY	SUSP	SUSPENDED OR SUSPENSION
DBL	DOUBLE	MAX	MAXIMUM	SV	SHEET VINYL
DEMO	DEMOLITION	MB	MARKER BOARD	T	TREAD
DI	DRAIN INLET	MC	MEDICINE CABINET	TB	TACK BOARD
DIAS	DIAGONAL	MDF	MEDIUM DENSITY	TBA	TO BE ABANDONED
DIAM	DIAMETER		FIBERBOARD	TBB	TILE BACKER BOARD
DM	DIMENSION	MDQ	MEDIUM DENSITY OVERLAY	TBD	TO BE DETERMINED
DL	DRAIN LEADER	MECH	MECHANICAL	TEL	TELEPHONE
DN	DOWN	MFR	MANUFACTURER	THK	THICK OR THICKNESS
D-PART	DISPARTABLE PARTITION	MA	MANHOLE	THOLD	THRESHOLD
DR	DOOR	MIN	MINIMUM	TOC	TOP OF CURB
DS	DOWNSPOUT	MIR	MIRROR	TOL	TOP OF LANDINGS
DTL	DETAL	MISC	MISCELLANEOUS	TOP	TOP OF PLATE
DYS	DRAWING	ML	MATCH LINE	TOS	TOP OF STEEL
DY	DISHWASHER	MO	MASONRY OPENING	TON	TOP OF WALL
		MRSB	MOISTURE RESISTANT GB	TS	TUBULAR STEEL
EA	EACH	MS	METAL STUD	TTD	TOILET TISSUE DISPENSER
EF	EACH FACE	MTD	MOUNTED	TF	TO FEATHER
EFIS	EXTERIOR INSULATED	MTL	METAL	TFH	TYPICAL
EJ	FINISH SYSTEM	MTP	METAL TOILET PARTITION	UC	UNDERCUT
EJ	EXPANSION JOINT	MXP	MULTI-COLOR	UNO	UNLESS NOTED OTHERWISE
ELC	ELECTRIC		WALL PAINT	UV	UNIT VENTILATOR
EL	ELEVATION	NA	NOT APPLICABLE		
ELEV	ELEVATOR	NC	NOT IN CONTRACT	VB	VINYL WALL BASE
EMER	EMERGENCY	NOM	NOMINAL	VCT	VINYL COMPOSITION TILE
ENCL	ENCLOSURE	NTS	NOT TO SCALE	VERT	VERTICAL
EPXY	EPOXY SEALING SYSTEM	NO	NUMBER	VEST	VESTIBULE
EQ	EQUAL	NN	NEN	VIF	VERIFY IN FIELD
EQUIP	EQUIPMENT			VIB	VENUE PLASTER BASE
ER	EXISTING TO REMAIN	OC	OVERALL	VS	VENT STACK
EXH	EXHAUST	OD	ON CENTER	VT	VINYL TREAD
EXIST	EXISTING	OD	OUTSIDE DIAMETER	VTS	VINYL TRANSITION STRIP
EXP	EXPANSION	OH	OVERHEAD	VVB	VINYL WALL BASE
EXT	EXTERIOR	OPNG	OPENING	VVC	VINYL WALL COVERING
EX	EXPAND	OPPHND	OPPOSITE HAND		
EX	EACH WAY	OPP	OPPOSITE		
EXC	ELECTRIC WATER COOLER	OSB	ORIENTED STRAND BOARD	W	WASHER
		OTS	OPEN TO STRUCTURE	W	W/TH
FACP	FIRE ALARM	ON	OPERABLE WALL	W/O	WITHOUT
	CONTROL PANEL			WB	WRITING (WHITE) BOARD
FB	FIRE BLANKET			WC	WATER CLOSET
FD	FLOOR DRAIN	PART BD	PARTICLE BOARD	WD	WOOD
FE	FIRE EXTINGUISHER	PCP	PRECAST CONCRETE PLANK	WF	WIRE FABRIC
FF	FINISH FLOOR	PERIM	PERIMETER	WG	WIRE GLASS
FFE	FINISH FLOOR ELEVATION	PL	PLASTER OF PROPERTY LINE	WP	WORK POINT
FIN	FINISH	PLAM	PLASTIC LAMINATE	WRP	WATERPROOF(ING)
FG	FIBERGLASS	PLAS	PLASTIC	WTD	WOOD STUD
FLASH	FLASHING	PLYD	PLYWOOD	W	WEIGHT
	(CONTINUED...)		(CONTINUED...)	WT	WELDED WIRE FABRIC

GRAPHIC SYMBOLS

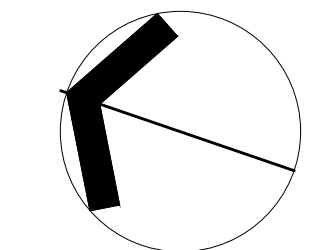
	SPECIFIC DEMOLITION / CONSTRUCTION NOTE
	NEW ROOM NAME & NUMBER

ADMIN /
COMMUNITY
BUILDING

GARAGE

10 FRANKLIN STREET

LINCOLN MANOR - OVERALL SITE KEY PLAN
NOT TO SCALE



TRUE NORTH

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400 Massachusetts Avenue
Suite 300 Second Floor
East Providence, Rhode Island
P. (401) 531-9000

21 Huntington Street
Suite 100, First Floor
Providence, Massachusetts
P. (401) 233-0500
www.rowsearchitects.com



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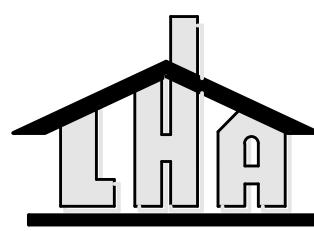
Date: SEPTEMBER 15, 2025

Drawn by: DLE Proj. Mgr.: DLE

Revisions

No.	Date	Description
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Lincoln Housing Authority
Lincoln Manor Interior Renovations
at Buildings ST and UV



Lincoln Manor (Main Office)
10 Franklin Street Lincoln, Rhode Island

ABBREVIATIONS,
LEGEND,
AND SITE PLAN

G1.0

GENERAL DEMOLITION NOTES:

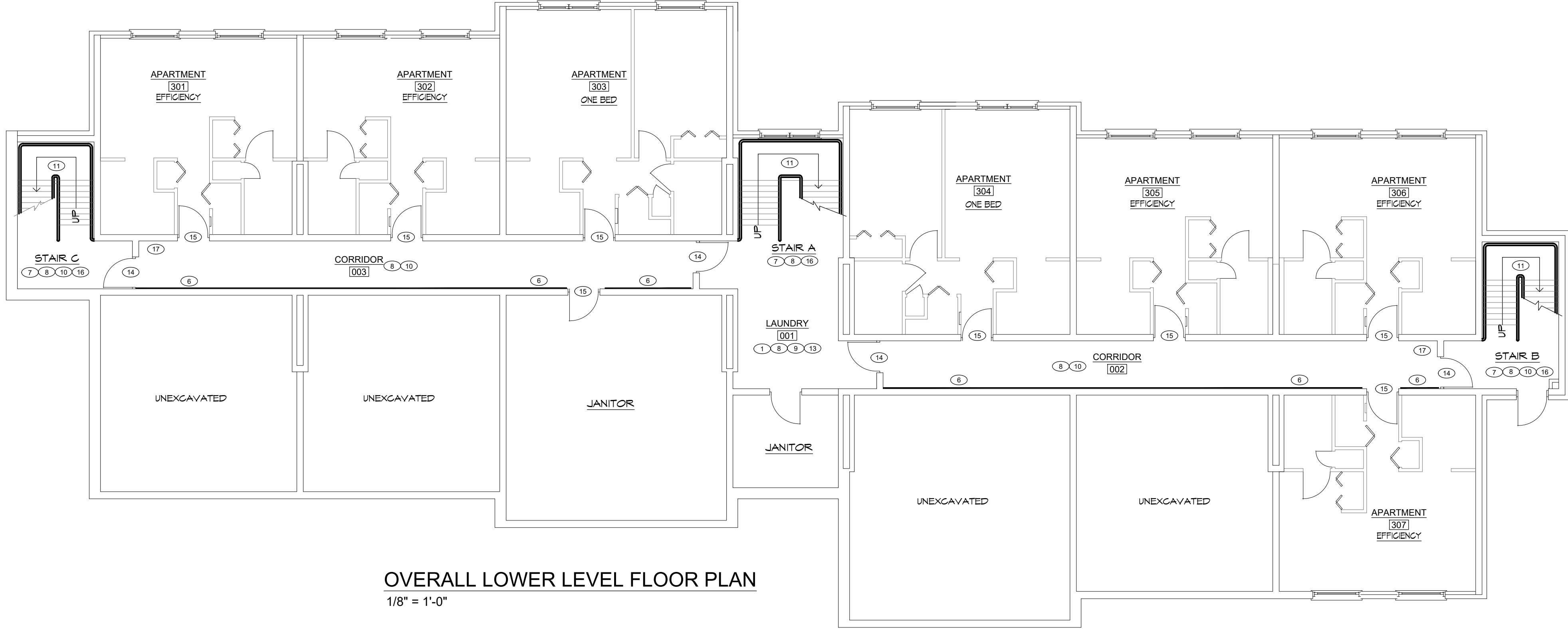
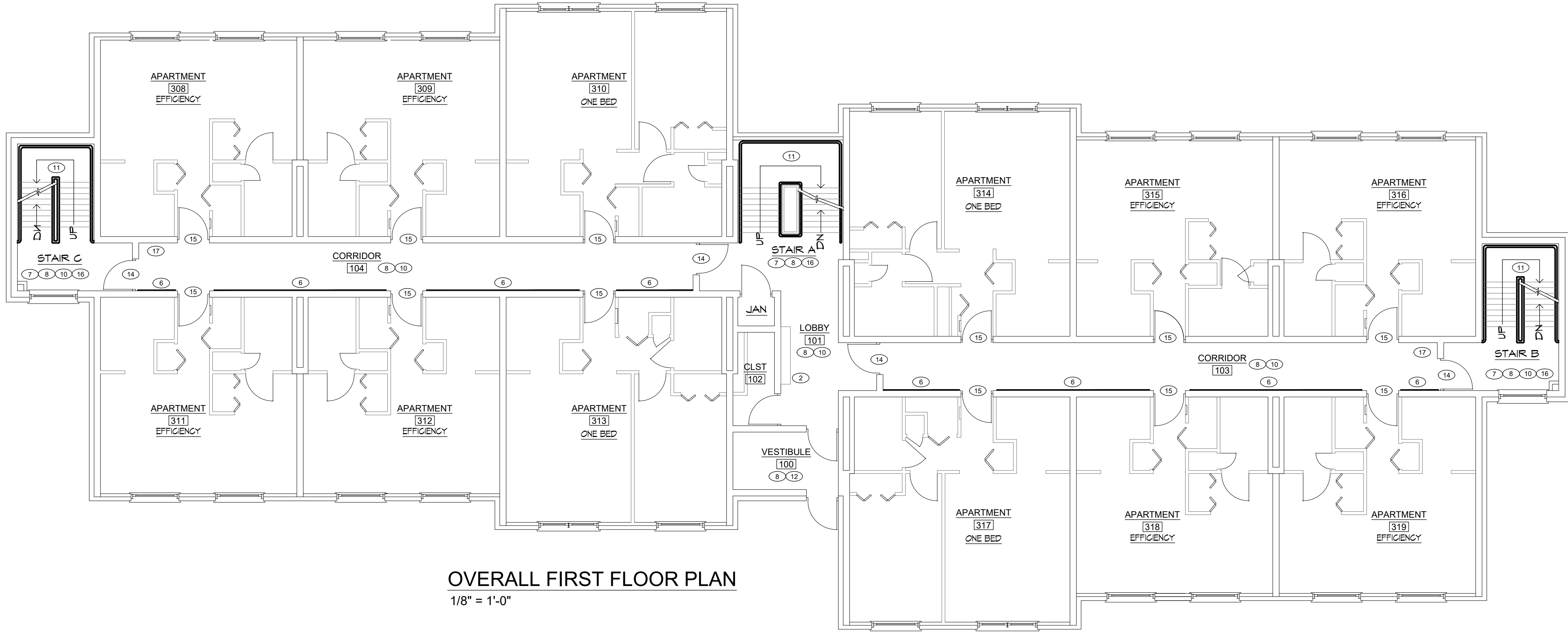
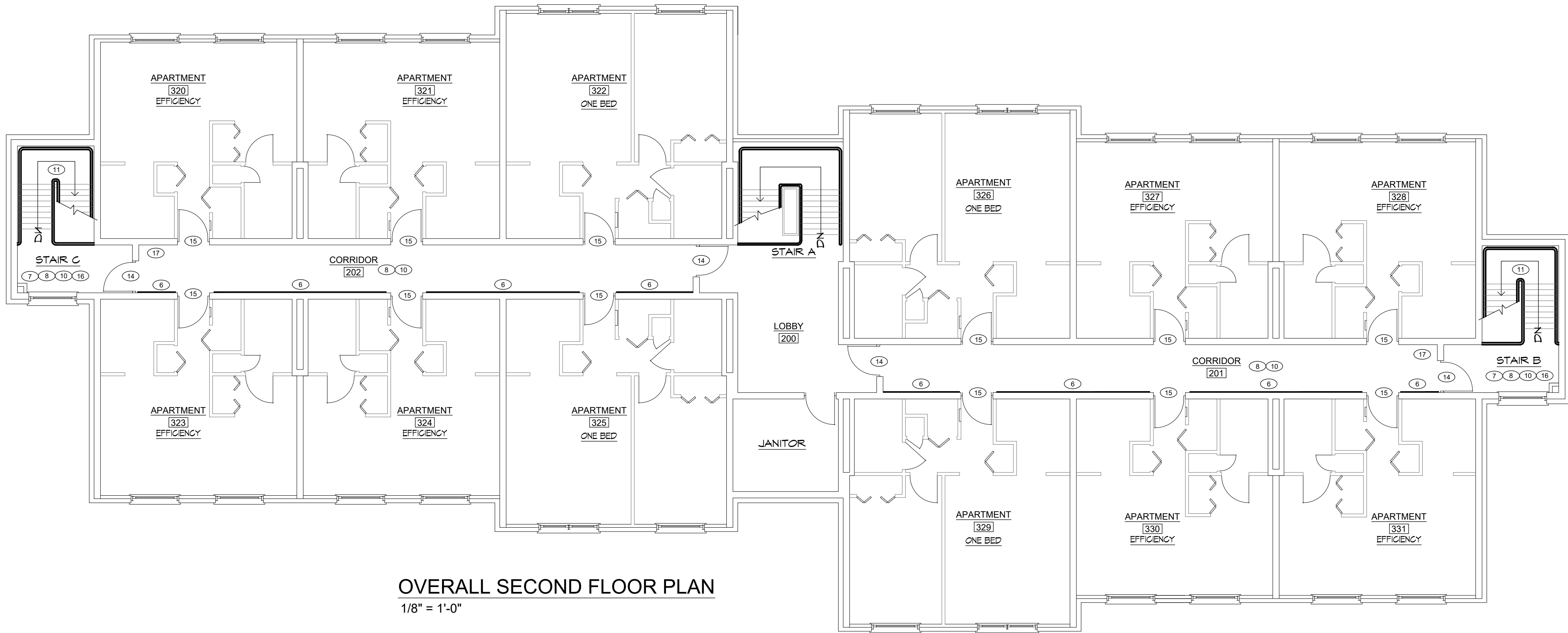
1. CONTRACTOR SHALL VISIT THE SITE TO VERIFY AND BE FULLY AWARE OF EXISTING CONDITIONS PRIOR TO BID. CONTRACTOR SHALL IDENTIFY ALL EXISTING ITEMS OF WORK SCHEDULED TO REMAIN OR SALVAGED FOR REUSE.
2. ALL DEMOLITION WORK AND DISPOSAL OF ALL DEMOLISHED MATERIALS SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED DEMOLITION PERMITS.
3. COORDINATE ALL DEMOLITION OPERATIONS WITH OWNER FOR SHUTDOWN PERIODS AND SEQUENCE OF WORK. ARRANGE WITH OWNER AND / OR APPROPRIATE UTILITIES FOR SERVICE SHUTOFFS BEFORE BEGINNING DEMOLITION OPERATIONS. PROVIDE TEMPORARY DUST PARTITIONS, BARRICADES AND PROTECTIVE ENCLOSURES REQUIRED TO PROPERLY SECURE, ISOLATE AND WEATHERPROOF AREAS OF WORK AND EXISTING AREAS AND ELEMENTS TO REMAIN. CONTRACTOR SHALL PERFORM THE WORK IN A MANNER THAT CAUSES NO DISRUPTION TO THE CONTINUOUS OCCUPATION OF THE BUILDING AND SITE FOR ITS INTENDED PURPOSE. PROVIDE ADDITIONAL MEASURES TO PREVENT THE MIGRATION OF DUST INTO ADJACENT SPACES.
4. THE BUILDING WILL BE OCCUPIED DURING ALL OF THE CONSTRUCTION PROCESS. THE CONSTRUCTION SCHEDULE SHALL BE DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING IS OCCUPIED AND THAT IT CAN NEITHER BE CLOSED NOR CAN THE OWNER'S OPERATIONS STOP. FIRE ALARM AND FIRE PROTECTION SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION TO PROVIDE PROTECTION AND NOTIFICATION TO THE BUILDING OCCUPANTS. CONTRACTOR SHALL PROVIDE A FIRE WATCH DURING ALL SHUTDOWNS INCLUDING 24 HOUR SERVICE IF NECESSARY.
5. ALL ITEMS SCHEDULED TO BE SALVAGED FOR REUSE SHALL BE REMOVED WITH CARE, STORED AND PROTECTED FROM DAMAGE UNTIL INCORPORATED INTO THE NEW WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE AND / OR RESTORE ANY ITEMS SCHEDULED FOR SALVAGE AND REUSE THAT ARE DAMAGED DURING THE COURSE OF CONTRACT OPERATIONS. THE OWNER SHALL BE THE SOLE JUDGE OF SUITABILITY OF ITEMS SALVAGED FOR REUSE IN THE WORK.
6. IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. MECHANICAL, ELECTRICAL, PLUMBING AND OTHER WORK RELATED TO A WALL OR OTHER DEMOLITION ITEM SHALL BE REMOVED WHETHER INDICATED OR NOT.
7. ALL EXISTING ITEMS SCHEDULED TO REMAIN DURING CONSTRUCTION SHALL BE TEMPORARILY SUPPORTED.
8. THE EXTENT OF ALL SPECIFIC DEMOLITION WORK SHALL BE COORDINATED WITH THE CONTRACT DOCUMENTS.
9. CONTRACTOR TO PATCH, REPAIR AND REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK WITH MATERIALS AND METHODS TO MATCH THE EXISTING FINISH AND MAKE FLUSH WITH THE EXISTING ADJACENT SURFACES. WORK SHALL INCLUDE ALL LABOR AND MATERIALS ON ALL SURFACES REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
10. WHERE EXISTING FINISHES ARE INDICATED TO REMAIN AS BASE MATERIALS; REMOVE ALL PROJECTIONS AND FILL ALL VOIDS; SECURE OR REMOVE AND REPLACE ANY EXISTING LOOSE OR OTHERWISE UNSUITABLE SUBSTRATE MATERIALS AS OCCURS.
11. TERMINATE, CAP, REMOVE AND MAKE SAFE ALL ABANDONED MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ITEMS BACK TO THEIR SOURCE.
12. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONDITIONS WHICH WOULD PREVENT THE EXECUTION OF THE DEMOLITION WORK INDICATED.
13. ALL EXISTING SURFACES NOT SCHEDULED FOR DEMOLITION OR REFINISHING WHICH BECAME DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH THE ORIGINAL EXISTING CONDITION TO THE SATISFACTION OF THE OWNER.
14. REMOVE ALL DEMOLISHED MATERIALS NOT SCHEDULED FOR SALVAGE OR REUSE IN ACCORDANCE WITH LOCAL REGULATIONS. ALL SCHEDULED ITEMS TO BE TURNED OVER TO THE OWNER, SHALL BE PROTECTED DURING DEMOLITION OPERATIONS AND DELIVERED TO THE APPROPRIATE PARTY IN UNDAMAGED CONDITION.

GENERAL CONSTRUCTION NOTES:

1. LANDSCAPE AREA DAMAGED BY CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITION UPON COMPLETION OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR LEVELING, LOAM, SEED, SOD ETC. AS REQUIRED TO ACHIEVE A CONDITION APPROVED BY OWNER/ ARCHITECT.
2. CONTRACTOR TO PROVIDE FIRE RETARDANT/ PRESSURE TREATED SOLID WOOD BLOCKING, AS REQUIRED, TO MOUNT SPECIFIC ITEMS AGAINST WALLS. CONTRACTOR TO PATCH WALLS AFTER BLOCKING INSTALLATION WITH MATERIALS AND METHODS AS REQUIRED TO MAKE FINISH SURFACE FLUSH WITH EXISTING ADJACENT SURFACES. PAINT TO MATCH.
3. CONTRACTOR TO PATCH EXISTING WALLS AND CEILINGS WHERE EXISTING ITEMS HAVE BEEN REMOVED. PATCH WITH MATERIALS AS REQUIRED TO MAKE SURFACES FLUSH WITH EXISTING ADJACENT SURFACE CONDITIONS. PAINT TO MATCH.
4. ITEMS CALLED TO BE REMOVED AND REPLACED SHALL BE REPLACED "IN-KIND" WITH LIKE MATERIALS TO MATCH EXISTING CONDITIONS, SUCH AS, MATERIAL, SIZE COLOR ETC. UNLESS NOTED OTHERWISE ON DRAWINGS OR IN SPECIFICATIONS. CONTRACTOR SHALL NOTIFY ARCHITECT WITH A REQUEST FOR INFORMATION (RFI), IF ANY DISCREPANCIES EXIST.

DEMOLITION / CONSTRUCTION NOTES:

1. OWNER TO REMOVE, STORE AND RE-INSTALL ALL TABLES, SEATING, TRASH CANS, COMPUTERS, TELEVISIONS, FILE CABINETS, DESKS AND FRIDGE, ETC.; COORDINATE WITH NEW WORK.
2. CONTRACTOR TO REMOVE, STORE AND RE-INSTALL SURFACE AND FLOOR MOUNTED MAILBOXES; COORDINATE WITH NEW WORK.
3. CONTRACTOR TO REMOVE AND DISPOSE OF ALL CEILING HUNG AND WALL MOUNTED LIGHT FIXTURES AND EXIT SIGNS. PROVIDE AND INSTALL NEW LIGHT FIXTURES AND EXIT SIGNS AS SPECIFIED AND DESIGNATED ON THE DRAWINGS.
4. CONTRACTOR TO REMOVE AND DISPOSE OF ALL SUSPENDED ACOUSTICAL TILE CEILING SYSTEMS (WITH EXCEPTION OF PERIMETER WALL TRACK, TO REMAIN) IN ITS ENTIRETY. PROVIDE AND INSTALL NEW ACOUSTICAL CEILING TILE SYSTEMS AS SPECIFIED AND DESIGNATED ON THE DRAWINGS.
5. OWNER / CONTRACTOR TO COORDINATE WITH SECURITY VENDOR SUPPORTING OF ALL CEILING MOUNTED CAMERAS; RE-INSTALL CAMERAS ONCE NEW WORK HAS BEEN COMPLETED. COORDINATE WITH NEW WORK.
6. CONTRACTOR TO SCRAP, SAND AND PREPARE METAL HANDRAILS; PROVIDE NEW 2-COAT PAINT FINISH SYSTEM AS SPECIFIED AT EXISTING LOCATIONS. BUILDING ST - APPROX. 292 LINEAL FEET OF HANDRAIL. BUILDING UV - APPROX. 415 LINEAL FEET OF HANDRAIL.
7. CONTRACTOR TO SCRAP, SAND AND PREPARE METAL HANDRAILS, BALLAST AND END POST AT STAIR SYSTEMS IN THEIR ENTIRETY; PROVIDE NEW 2-COAT PAINT SYSTEM AS SPECIFIED.
8. ALTERNATE NO. ONE - CONTRACTOR TO CLEAN, SAND AND PREPARE ALL WALLS TO RECEIVE NEW 2-COAT PAINT FINISH SYSTEM AS SPECIFIED. CONTRACTOR TO SAND, FILL AND PREPARE WALLS AT LOCATIONS WHERE WALLS HAVE BEEN PREVIOUSLY DAMAGED. FILL AREAS DAMAGED TO HEIGHT OF ADJACENT WALL TO MAKE LEVEL AND SMOOTH PRIOR TO PAINTING.
9. CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL/RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. PROVIDE AND INSTALL NEW RESINOUS FLOOR AND WALL BASE SYSTEM AS SPECIFIED.
10. CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL /RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. CONTRACTOR TO INSTALL NEW LUXURY VINYL FLOOR TILES, VINYL TRANSITIONS AND WALL BASE AS SPECIFIED AND DESIGNATED ON DRAWINGS.
11. CONTRACTOR TO REMOVE AND DISPOSE OF STAIR LANDING VINYL/RUBBER TILES AND WALL BASE, IN THEIR ENTIRETY. PREPARE, PROVIDE AND INSTALL NEW LUXURY SHEET VINYL AND WALL BASE MATERIALS AS SPECIFIED AND DESIGNATED ON DRAWINGS.
12. CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL /RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. CONTRACTOR TO INSTALL NEW LUXURY SHEET VINYL, VINYL TRANSITIONS AND WALL BASE AS SPECIFIED AND DESIGNATED ON DRAWINGS.
13. OWNER WILL REMOVE, STORE AND REINSTALL ALL WASHER AND DRYERS WITH NEW WORK.
14. CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL COMMON AREA AND INTERIOR STAIRWELL HOLLOW METAL DOORS AND HOLLOW METAL FRAMES TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
15. ALTERNATE NO TWO - CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL APARTMENT DOOR HOLLOW METAL FRAMES TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
16. CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL STAIRWELL RISERS (PROTECT PREVIOUSLY INSTALLED NEW TREADS) TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
17. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING FIRE EXTINGUISHER CABINETS, SALVAGE AND STORE EXISTING FIRE EXTINGUISHERS FOR REINSTALLATION. CONTRACTOR TO PROVIDE AND INSTALL NEW WALL MOUNTED FIRE EXTINGUISHER CABINETS, "ARCHITECTURAL SERIES", MODEL AL240S-SM, AS MANUFACTURED BY LARSEN'S MANUFACTURING COMPANY, OR EQUAL.



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

21 Hampshire Street,
Suite 106, First Floor
Foxboro, Massachusetts
p. (774) 235-0200

rowse@rowsearchitects.com



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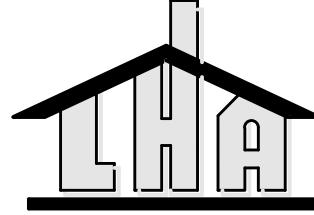
Date: SEPTEMBER 15, 2025

Drawn by: DLE Proj. Mgr.: DLE

Revisions

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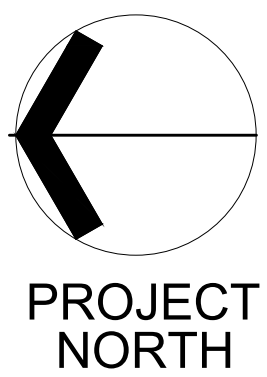
Lincoln Housing Authority
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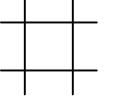
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BUILDING ST
LOWER, MAIN AND
UPPER LEVEL FLOOR PLANS
AND CONSTRUCTION NOTES


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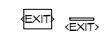
CEILING LEGEND



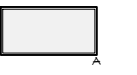
2'-0" x 2'-0" ACoustical CLG TILE



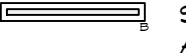
EXISTING/NEW CEILING / SOFFIT HEIGHTS




EXIT SIGN "EQUITY LINE" EXITRONIX", QXT-SERIES MODEL NO. QXT-R-VB-VH AS MANUFACTURED BY BARRON LIGHTING GROUP OR EQUAL.




2'-0" x 4'-0" LED, "CPANEL LED", MODEL NO. CPANL 2X4 AL06 SWMT M2-SO-HO AS MANUFACTURED BY LITHONIA LIGHTING OR EQUAL.




LED PENDANT "STYLITE SERIES" MODEL NO. STYSL-4D-MOA-SO-HO-6-PD-V-DMSR AS MANUFACTURED BY DAY-O-LITE OR EQUAL.



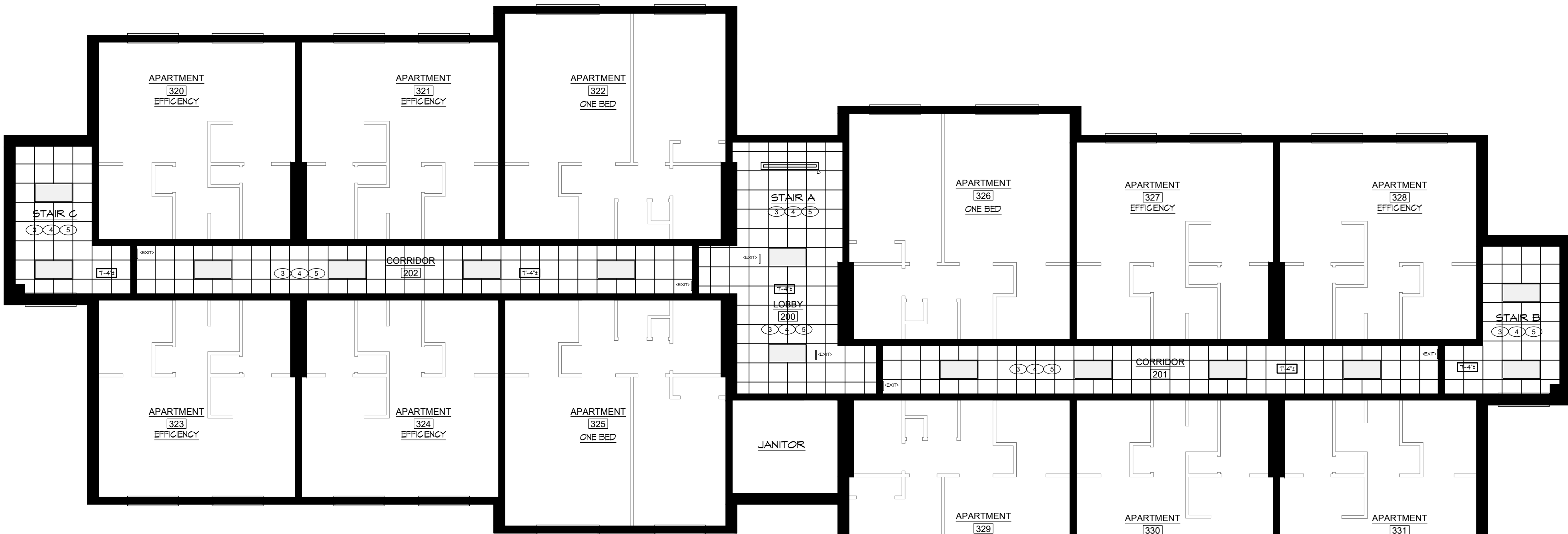
LED WALL MOUNT "STYLITE SERIES" MODEL NO. STYSL-DH-MOA-SO-HO-14MM-M AS MANUFACTURED BY DAY-O-LITE OR EQUAL.



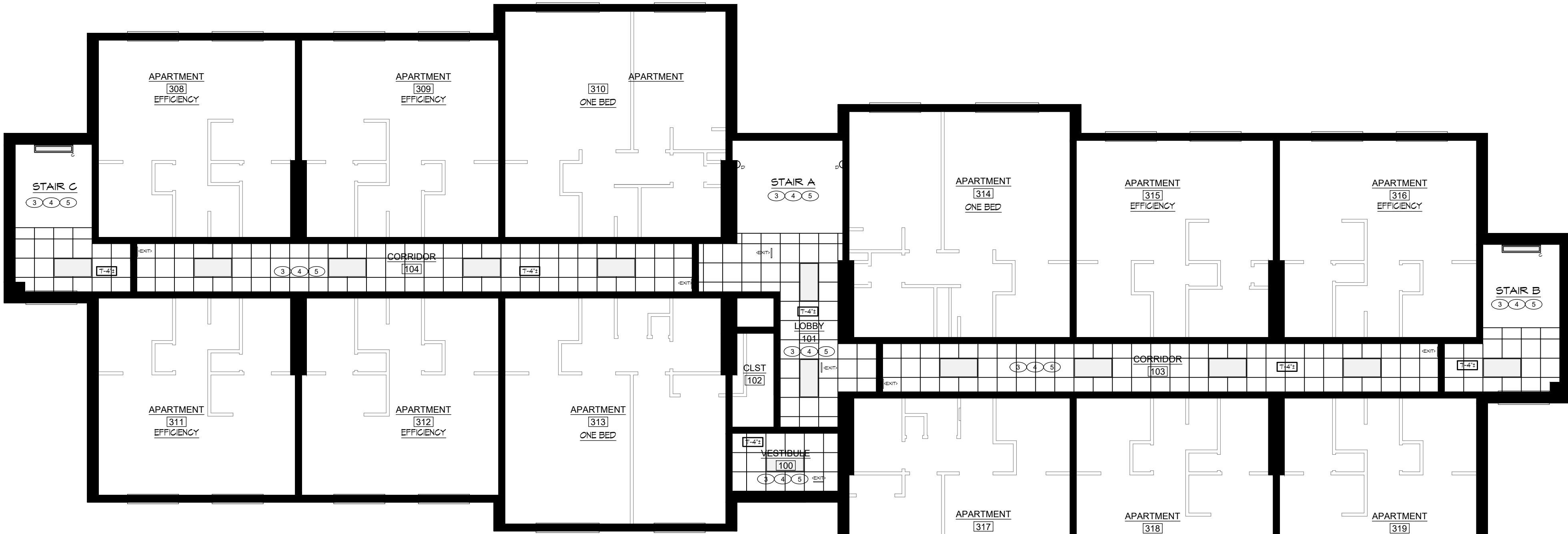
LED WALL SCONCE "JAZZ SERIES" MODEL NO. JAZL-SC0-PF-SO-HO-14MM-M AS MANUFACTURED BY DAY-O-LITE OR EQUAL.



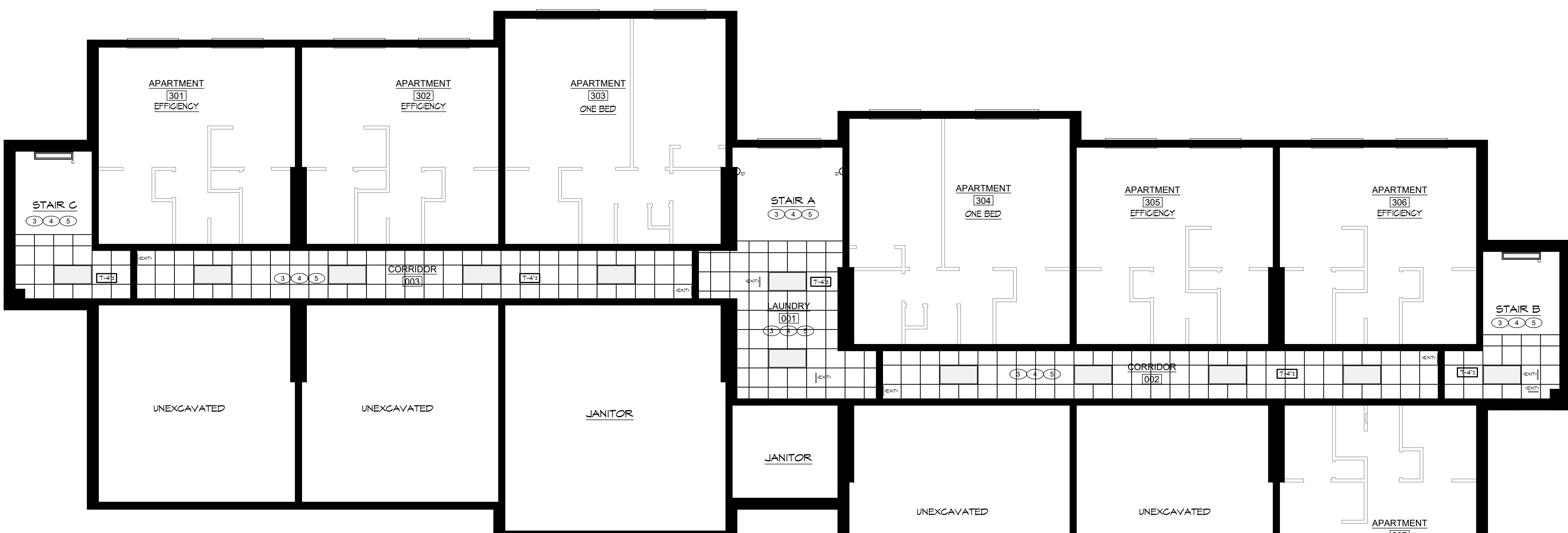
LED EMERGENCY WALL MOUNT "EXITRONIX, GUARDIAN G3" MODEL NO. LED-S2 AS MANUFACTURED BY BARRON LIGHTING GROUP OR EQUAL.



OVERALL SECOND FLOOR PLAN
1/8" = 1'-0"



OVERALL FIRST FLOOR PLAN
1/8" = 1'-0"



OVERALL LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"

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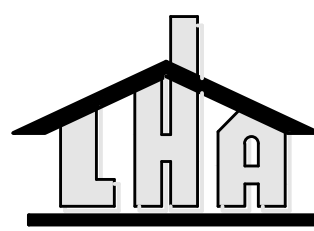
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BUILDING ST
LOWER, MAIN AND UPPER
LEVEL REFLECTED CEILING
PLANS AND LEGEND

A1.1

GENERAL DEMOLITION NOTES:

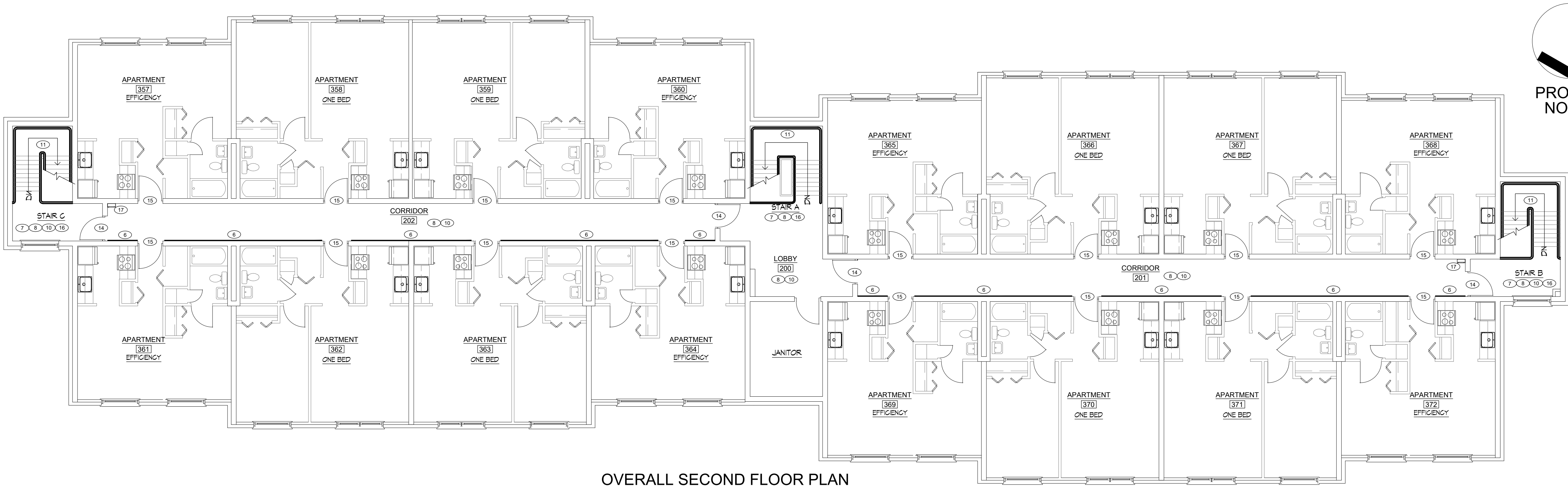
1. CONTRACTOR SHALL VISIT THE SITE TO VERIFY AND BE FULLY AWARE OF EXISTING CONDITIONS PRIOR TO BID. CONTRACTOR SHALL IDENTIFY ALL EXISTING ITEMS OF WORK SCHEDULED TO REMAIN OR SALVAGED FOR REUSE.
2. ALL DEMOLITION WORK AND DISPOSAL OF ALL DEMOLISHED MATERIALS SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED DEMOLITION PERMITS.
3. COORDINATE ALL DEMOLITION OPERATIONS WITH OWNER FOR SHUTDOWN PERIODS AND SEQUENCE OF WORK. ARRANGE WITH OWNER AND / OR APPROPRIATE UTILITIES FOR SERVICE SHUTOFFS BEFORE BEGINNING DEMOLITION OPERATIONS. PROVIDE TEMPORARY DUST PARTITIONS, BARRICADES AND PROTECTIVE ENCLOSURES REQUIRED TO PROPERLY SECURE, ISOLATE AND WEATHERPROOF AREAS OF WORK AND EXISTING AREAS AND ELEMENTS TO REMAIN. CONTRACTOR SHALL PERFORM THE WORK IN A MANNER THAT CAUSES NO DISRUPTION TO THE CONTINUOUS OCCUPATION OF THE BUILDING AND SITE FOR ITS INTENDED PURPOSE. PROVIDE ADDITIONAL MEASURES TO PREVENT THE MIGRATION OF DUST INTO ADJACENT SPACES.
4. THE BUILDING WILL BE OCCUPIED DURING ALL OF THE CONSTRUCTION PROCESS. THE CONSTRUCTION SCHEDULE SHALL BE DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING IS OCCUPIED AND THAT IT CAN NEITHER BE CLOSED NOR CAN THE OWNER'S OPERATIONS STOP. FIRE ALARM AND FIRE PROTECTION SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION TO PROVIDE PROTECTION AND NOTIFICATION TO THE BUILDING OCCUPANTS. CONTRACTOR SHALL PROVIDE A FIRE WATCH DURING ALL SHUTDOWNS INCLUDING 24 HOUR SERVICE IF NECESSARY.
5. ALL ITEMS SCHEDULED TO BE SALVAGED FOR REUSE SHALL BE REMOVED WITH CARE, STORED AND PROTECTED FROM DAMAGE UNTIL INCORPORATED INTO THE NEW WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE AND / OR RESTORE ANY ITEMS SCHEDULED FOR SALVAGE AND REUSE THAT ARE DAMAGED DURING THE COURSE OF CONTRACT OPERATIONS. THE OWNER SHALL BE THE SOLE JUDGE OF SUITABILITY OF ITEMS SALVAGED FOR REUSE IN THE WORK.
6. IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. MECHANICAL, ELECTRICAL, PLUMBING AND OTHER WORK RELATED TO A WALL OR OTHER DEMOLITION ITEM SHALL BE REMOVED WHETHER INDICATED OR NOT.
7. ALL EXISTING ITEMS SCHEDULED TO REMAIN DURING CONSTRUCTION SHALL BE TEMPORARILY SUPPORTED.
8. THE EXTENT OF ALL SPECIFIC DEMOLITION WORK SHALL BE COORDINATED WITH THE CONTRACT DOCUMENTS.
9. CONTRACTOR TO PATCH, REPAIR AND REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK WITH MATERIALS AND METHODS TO MATCH THE EXISTING FINISH AND MAKE FLUSH WITH THE EXISTING ADJACENT SURFACES. WORK SHALL INCLUDE ALL LABOR AND MATERIALS ON ALL SURFACES REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
10. WHERE EXISTING FINISHES ARE INDICATED TO REMAIN AS BASE MATERIALS; REMOVE ALL PROJECTIONS AND FILL ALL VOIDS; SECURE OR REMOVE AND REPLACE ANY EXISTING LOOSE OR OTHERWISE UNSUITABLE SUBSTRATE MATERIALS AS OCCURS.
11. TERMINATE, CAP, REMOVE AND MAKE SAFE ALL ABANDONED MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ITEMS BACK TO THEIR SOURCE.
12. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONDITIONS WHICH WOULD PREVENT THE EXECUTION OF THE DEMOLITION WORK INDICATED.
13. ALL EXISTING SURFACES NOT SCHEDULED FOR DEMOLITION OR REFINISHING WHICH BECAME DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH THE ORIGINAL EXISTING CONDITION TO THE SATISFACTION OF THE OWNER.
14. REMOVE ALL DEMOLISHED MATERIALS NOT SCHEDULED FOR SALVAGE OR REUSE IN ACCORDANCE WITH LOCAL REGULATIONS. ALL SCHEDULED ITEMS TO BE TURNED OVER TO THE OWNER, SHALL BE PROTECTED DURING DEMOLITION OPERATIONS AND DELIVERED TO THE APPROPRIATE PARTY IN UNDAMAGED CONDITION.

GENERAL CONSTRUCTION NOTES:

1. LANDSCAPE AREA DAMAGED BY CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITION UPON COMPLETION OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR LEVELING, LOAM, SEED, SOD ETC. AS REQUIRED TO ACHIEVE A CONDITION APPROVED BY OWNER/ ARCHITECT.
2. CONTRACTOR TO PROVIDE FIRE RETARDANT/ PRESSURE TREATED SOLID WOOD BLOCKING, AS REQUIRED, TO MOUNT SPECIFIC ITEMS AGAINST WALLS. CONTRACTOR TO PATCH WALLS AFTER BLOCKING INSTALLATION WITH MATERIALS AND METHODS AS REQUIRED TO MAKE FINISH SURFACE FLUSH WITH EXISTING ADJACENT SURFACES. PAINT TO MATCH.
3. CONTRACTOR TO PATCH EXISTING WALLS AND CEILINGS WHERE EXISTING ITEMS HAVE BEEN REMOVED. PATCH WITH MATERIALS AS REQUIRED TO MAKE SURFACES FLUSH WITH EXISTING ADJACENT SURFACE CONDITIONS. PAINT TO MATCH.
4. ITEMS CALLED TO BE REMOVED AND REPLACED SHALL BE REPLACED "IN-KIND" WITH LIKE MATERIALS TO MATCH EXISTING CONDITIONS, SUCH AS, MATERIAL, SIZE COLOR ETC. UNLESS NOTED OTHERWISE ON DRAWINGS OR IN SPECIFICATIONS. CONTRACTOR SHALL NOTIFY ARCHITECT WITH A REQUEST FOR INFORMATION (RFI), IF ANY DISCREPANCIES EXIST.

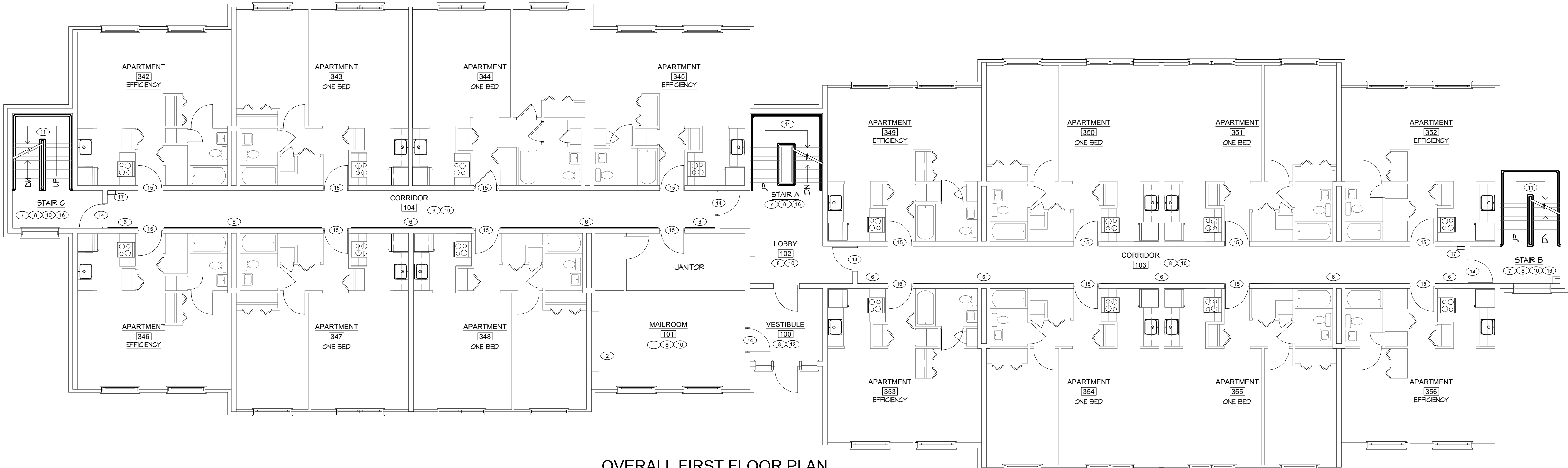
DEMOLITION / CONSTRUCTION NOTES:

- 1 OWNER TO REMOVE, STORE AND RE-INSTALL ALL TABLES, SEATING, TRASH CANS, COMPUTERS, TELEVISIONS, FILE CABINETS, DESKS AND FRIDGE, ETC.; COORDINATE WITH NEW WORK.
- 2 CONTRACTOR TO REMOVE, STORE AND RE-INSTALL SURFACE AND FLOOR MOUNTED MAILBOXES; COORDINATE WITH NEW WORK.
- 3 CONTRACTOR TO REMOVE AND DISPOSE OF ALL CEILING HUNG AND WALL MOUNTED LIGHT FIXTURES AND EXIT SIGNS. PROVIDE AND INSTALL NEW LIGHT FIXTURES AND EXIT SIGNS AS SPECIFIED AND DESIGNATED ON THE DRAWINGS.
- 4 CONTRACTOR TO REMOVE AND DISPOSE OF ALL SUSPENDED ACOUSTICAL TILE CEILING SYSTEMS (WITH EXCEPTION OF PERIMETER WALL TRACK, TO REMAIN) IN ITS ENTIRETY. PROVIDE AND INSTALL NEW ACOUSTICAL CEILING TILE SYSTEMS AS SPECIFIED AND DESIGNATED ON THE DRAWINGS.
- 5 OWNER / CONTRACTOR TO COORDINATE WITH SECURITY VENDOR SUPPORTING OF ALL CEILING MOUNTED CAMERAS; RE-INSTALL CAMERAS ONCE NEW WORK HAS BEEN COMPLETED. COORDINATE WITH NEW WORK.
- 6 CONTRACTOR TO SCRAP, SAND AND PREPARE METAL HANDRAILS; PROVIDE NEW 2-COAT PAINT FINISH SYSTEM AS SPECIFIED AT EXISTING LOCATIONS. BUILDING ST - APPROX. 292 LINEAL FEET OF HANDRAIL, BUILDING UV - APPROX. 415 LINEAL FEET OF HANDRAIL.
- 7 CONTRACTOR TO SCRAP, SAND AND PREPARE METAL HANDRAILS, BALLAST AND END POST AT STAIR SYSTEMS IN THEIR ENTIRETY; PROVIDE NEW 2-COAT PAINT SYSTEM AS SPECIFIED.
- 8 ALTERNATE NO. ONE - CONTRACTOR TO CLEAN, SAND AND PREPARE ALL WALLS TO RECEIVE NEW 2-COAT PAINT FINISH SYSTEM AS SPECIFIED. CONTRACTOR TO SAND, FILL AND PREPARE WALLS AT LOCATIONS WHERE WALLS HAVE BEEN PREVIOUSLY DAMAGED. FILL AREAS DAMAGED TO HEIGHT OF ADJACENT WALL TO MAKE LEVEL AND SMOOTH PRIOR TO PAINTING.
- 9 CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL/RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. PROVIDE AND INSTALL NEW RESINOUS FLOOR AND WALL BASE SYSTEM AS SPECIFIED.
- 10 CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL/RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. CONTRACTOR TO INSTALL NEW LUXURY VINYL FLOOR TILES, VINYL TRANSITIONS AND WALL BASE AS SPECIFIED AND DESIGNATED ON DRAWINGS.
- 11 CONTRACTOR TO REMOVE AND DISPOSE OF STAIR LANDING VINYL/RUBBER TILES AND WALL BASE, IN THEIR ENTIRETY. PREPARE, PROVIDE AND INSTALL NEW LUXURY SHEET VINYL AND WALL BASE MATERIALS AS SPECIFIED AND DESIGNATED ON DRAWINGS.
- 12 CONTRACTOR TO REMOVE AND DISPOSE OF ALL VINYL/RUBBER COMPOSITION TILE, TRANSITIONS AND VINYL WALL BASE IN ITS ENTIRETY. CONTRACTOR TO INSTALL NEW LUXURY SHEET VINYL, VINYL TRANSITIONS AND WALL BASE AS SPECIFIED AND DESIGNATED ON DRAWINGS.
- 13 OWNER WILL REMOVE, STORE AND REINSTALL ALL WASHER AND DRYERS WITH NEW WORK.
- 14 CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL COMMON AREA AND INTERIOR STAIRWELL HOLLOW METAL DOORS AND HOLLOW METAL FRAMES TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
- 15 ALTERNATE NO TWO - CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL APARTMENT DOOR HOLLOW METAL FRAMES TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
- 16 CONTRACTOR TO SCRAPE, SAND AND PREPARE ALL STAIRWELL RISERS (PROTECT PREVIOUSLY INSTALLED NEW TREADS) TO RECEIVE NEW 2-COAT PAINT FINISH. PROVIDE NEW PAINT FINISH SYSTEM AS SPECIFIED.
- 17 CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING FIRE EXTINGUISHER CABINETS, SALVAGE AND STORE EXISTING FIRE EXTINGUISHERS FOR REINSTALLATION. CONTRACTOR TO PROVIDE AND INSTALL NEW WALL MOUNTED FIRE EXTINGUISHER CABINETS, "ARCHITECTURAL SERIES", MODEL AL2409-SM, AS MANUFACTURED BY LARSEN'S MANUFACTURING COMPANY, OR EQUAL.



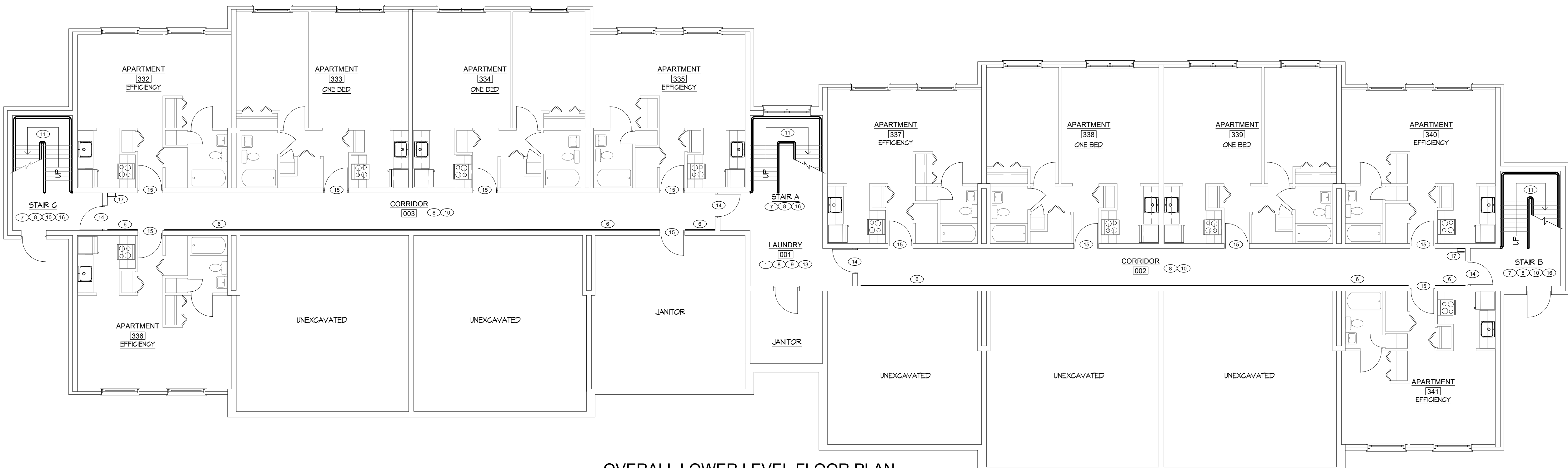
OVERALL SECOND FLOOR PLAN

1/8" = 1'-0"



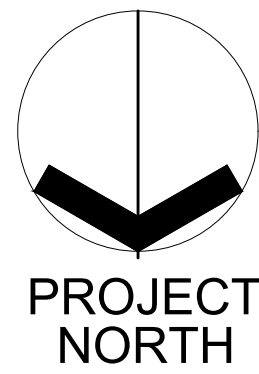
OVERALL FIRST FLOOR PLAN

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OVERALL LOWER LEVEL FLOOR PLAN

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Date: SEPTEMBER 15, 2025

Drawn by: DLE Proj. Mgr.: DLE

Revisions

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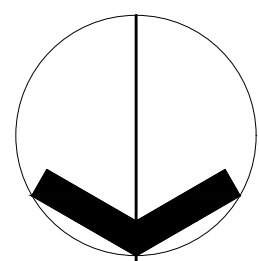
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10 Franklin Street Lincoln, Rhode Island

BUILDING UV
LOWER, MAIN AND
UPPER LEVEL FLOOR PLANS
AND CONSTRUCTION NOTES

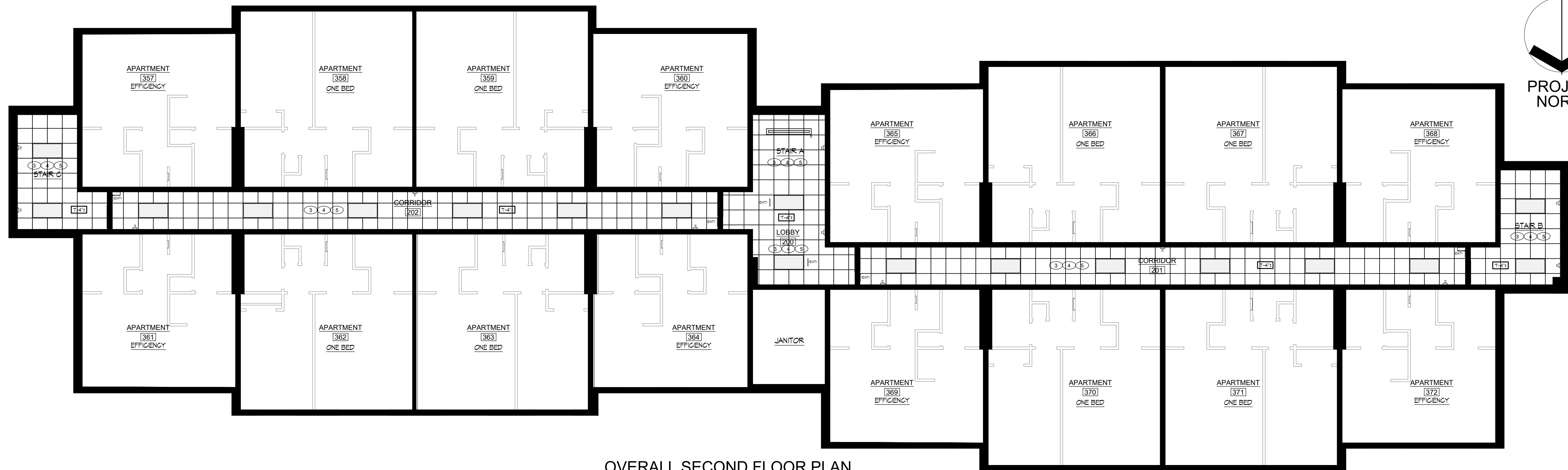
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PROJECT
NORTH

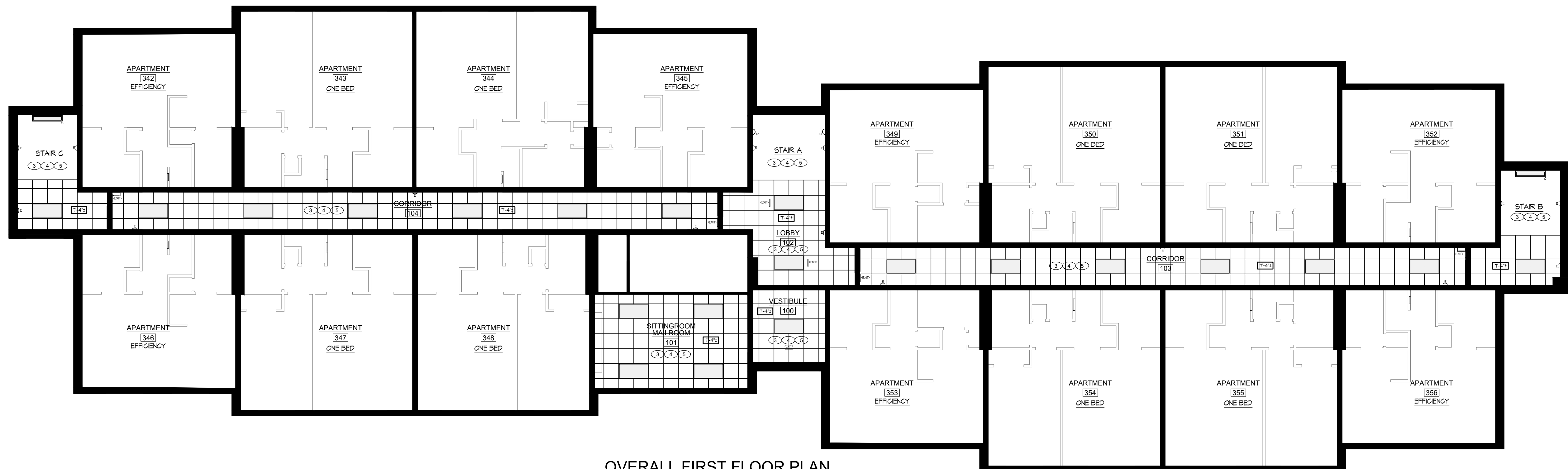
CEILING LEGEND

	2'-0" x 2'-0" ACOUSTICAL CLG TILE		LED PENDANT 'STYLE SERIES' MODEL NO. STYSL-HD-VICA-30-HO-6-PD-V-DVSR AS MANUFACTURED BY DAY-G-LITE OR EQUAL
	EXISTING/NEW CEILING / SOFFIT HEIGHTS		LED WALL MOUNT 'STYLE SERIES' MODEL NO. STYSL-Q-WICA-30-HO-14-W-M AS MANUFACTURED BY DAY-G-LITE OR EQUAL
	EXIT SIGN 'EQUITY LINE, EXTRONIX', QXT SERIES MODEL NO. QXT-R-WB-WH AS MANUFACTURED BY BARRON LIGHTING GROUP OR EQUAL		LED WALL SCONCE 'JAZZ SERIES' MODEL NO. JAZL-SCD-PF-30-HO-14-W-M AS MANUFACTURED BY DAY-G-LITE OR EQUAL
	2'-0" x 4'-0" LED 'CPANEL LED', MODEL NO. CPANL 2X4 ALGB 5W/FT M2-30-HO AS MANUFACTURED BY LITHONIA LIGHTING OR EQUAL		LED EMERGENCY WALL MOUNT 'EXTRONIX', GUARDIAN 63" MODEL NO. LED-52 AS MANUFACTURED BY BARRON LIGHTING GROUP OR EQUAL



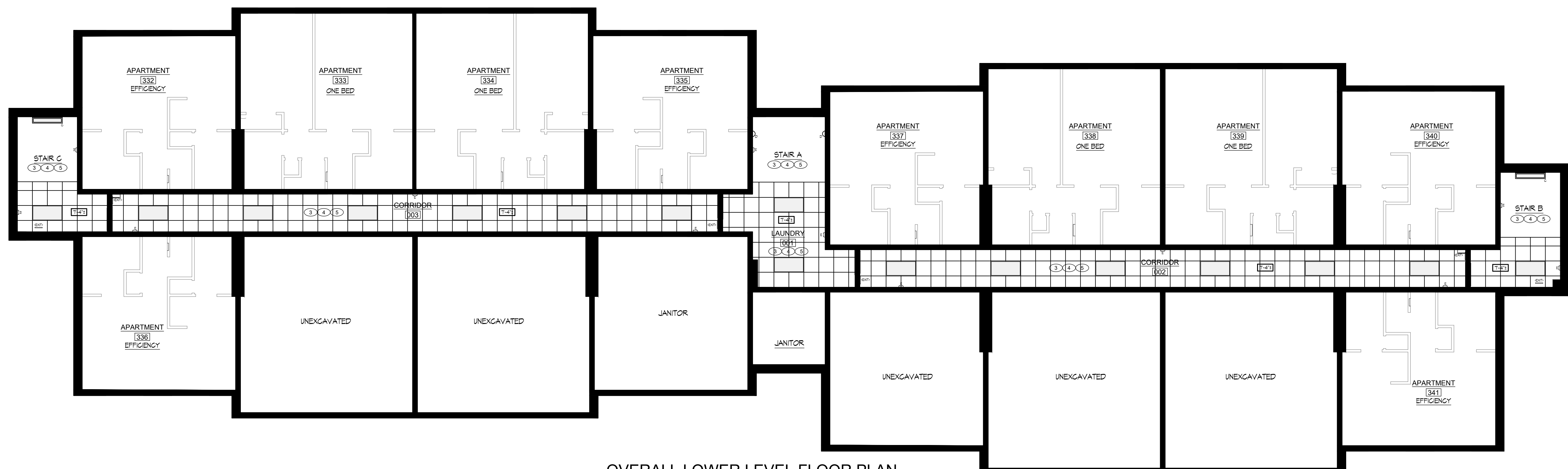
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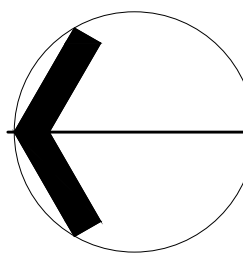
Lincoln Housing Authority
Lincoln Manor Interior Renovations
at Buildings ST and UV



Lincoln Manor (Main Office)
10 Franklin Street Lincoln, Rhode Island

BUILDING UV
LOWER, MAIN AND UPPER
LEVEL REFLECTED CEILING
PLANS AND LEGEND

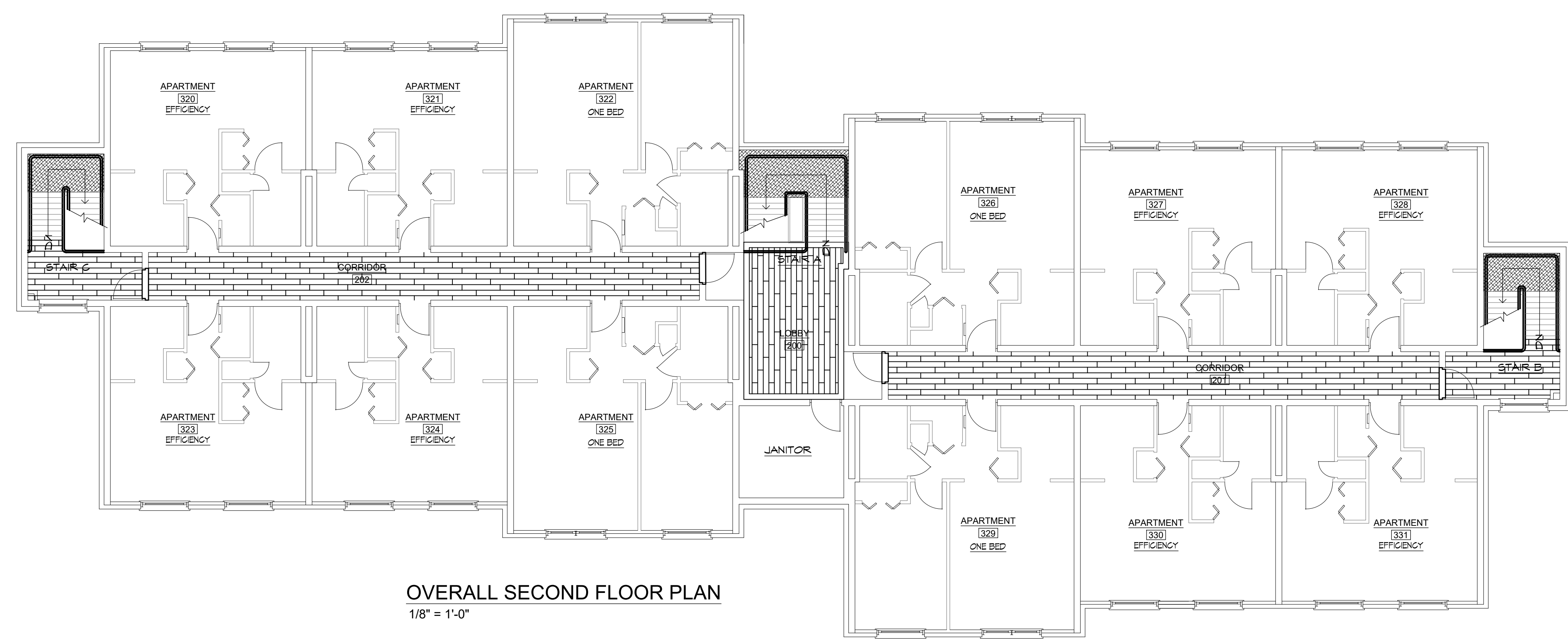
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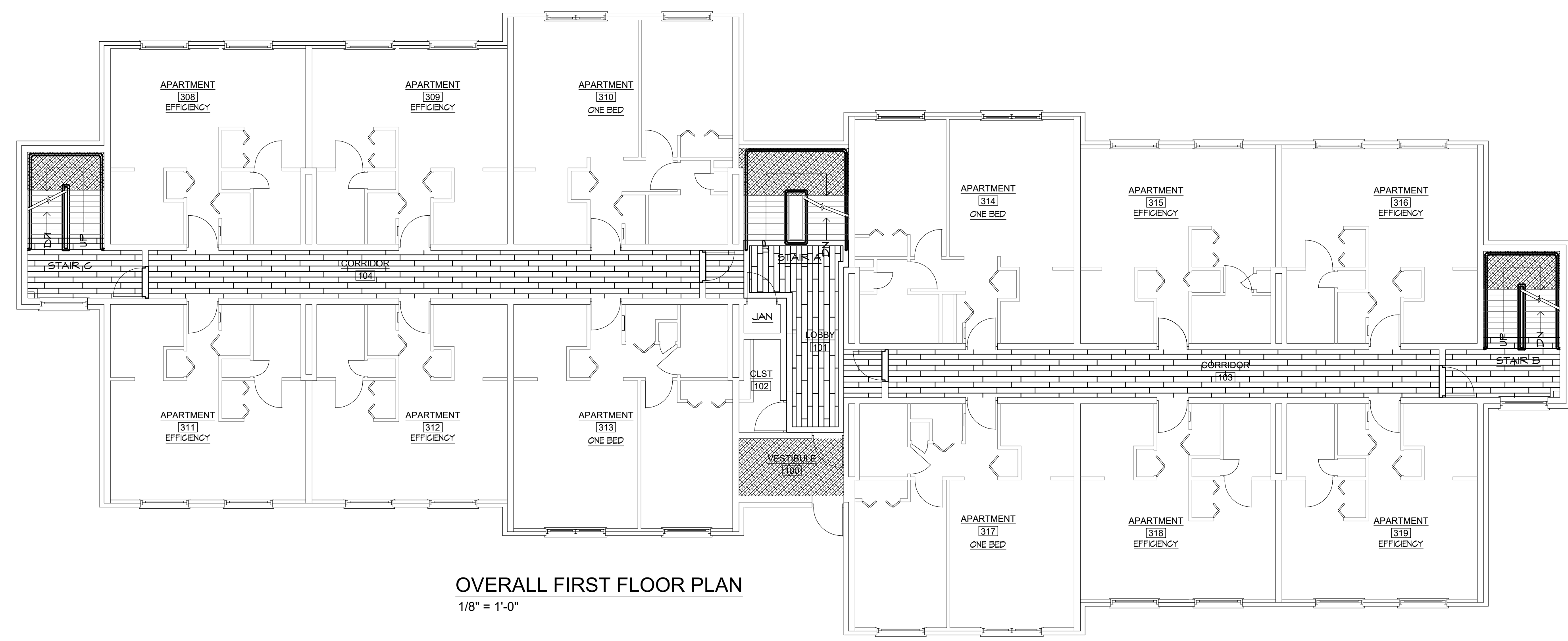
PROJECT
NORTH

FLOORING LEGEND

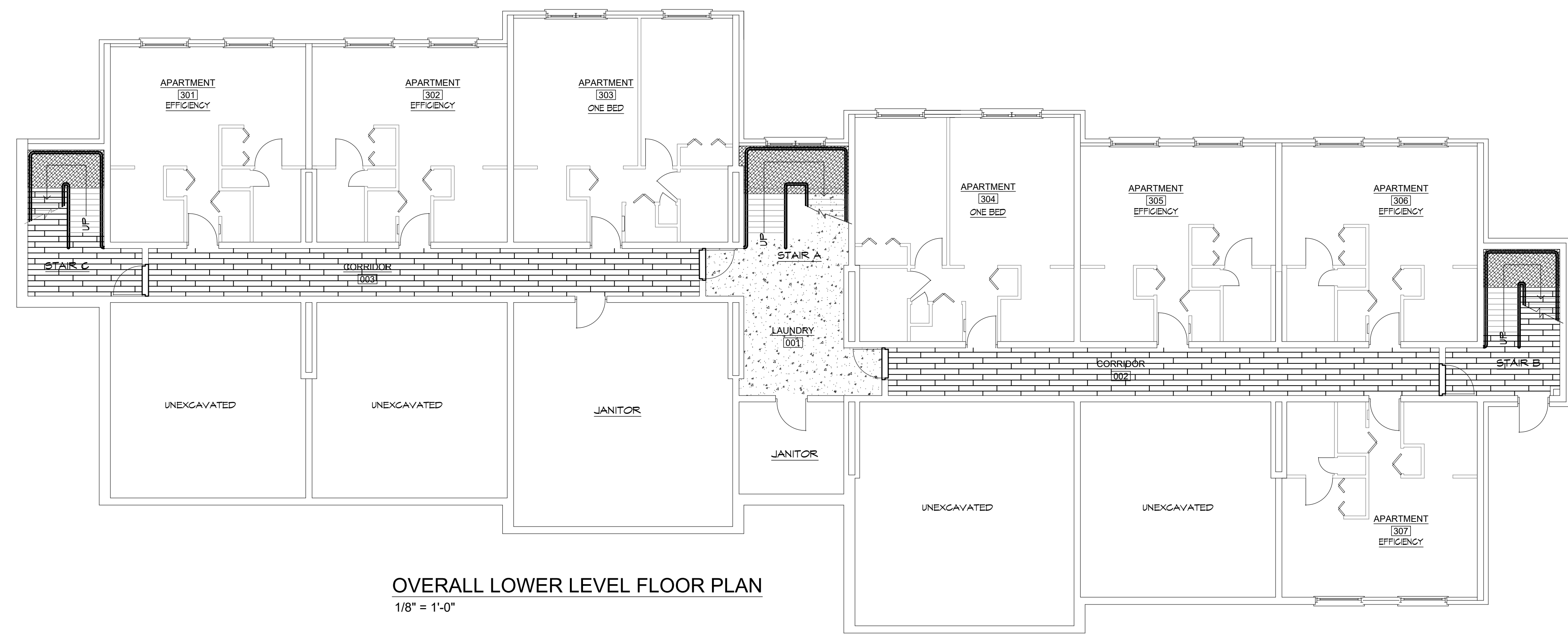
- 7' x 48" FIELD
LUXURY VINYL TILE - LVT-1
- RESINOUS FLOOR SYSTEM
AND INTEGRAL BASE - RFS
- LUXURY VINYL SHEET - LVS



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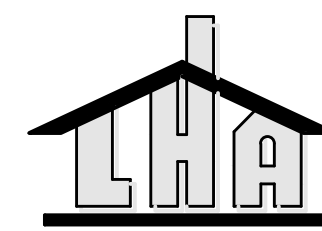


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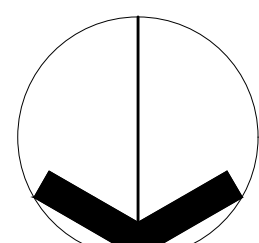
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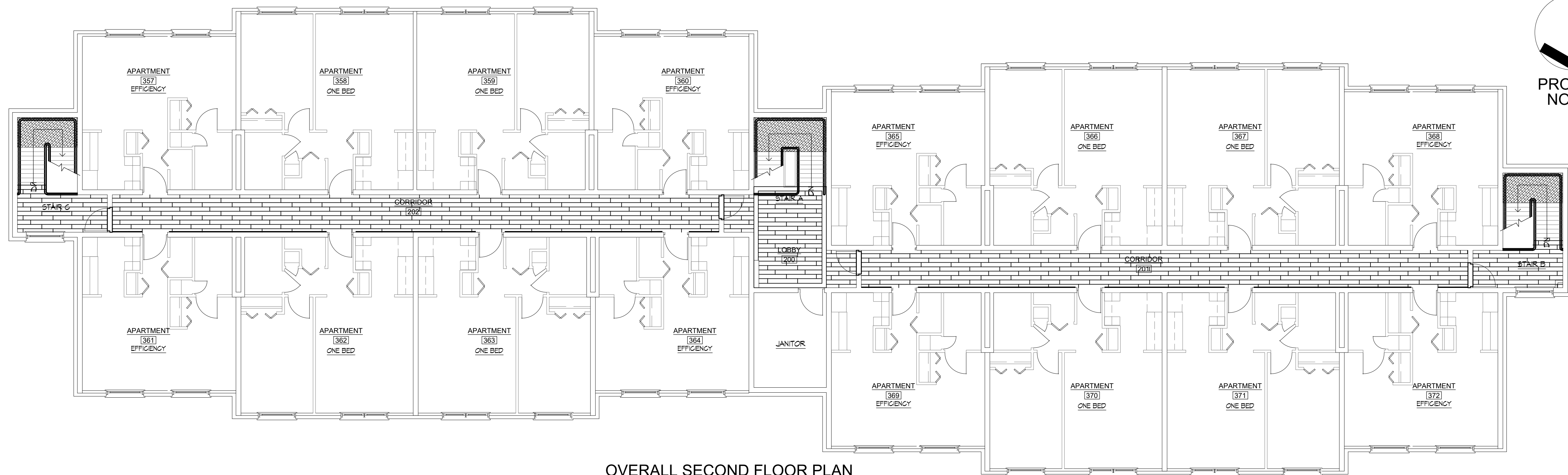
BUILDING ST
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F1.0



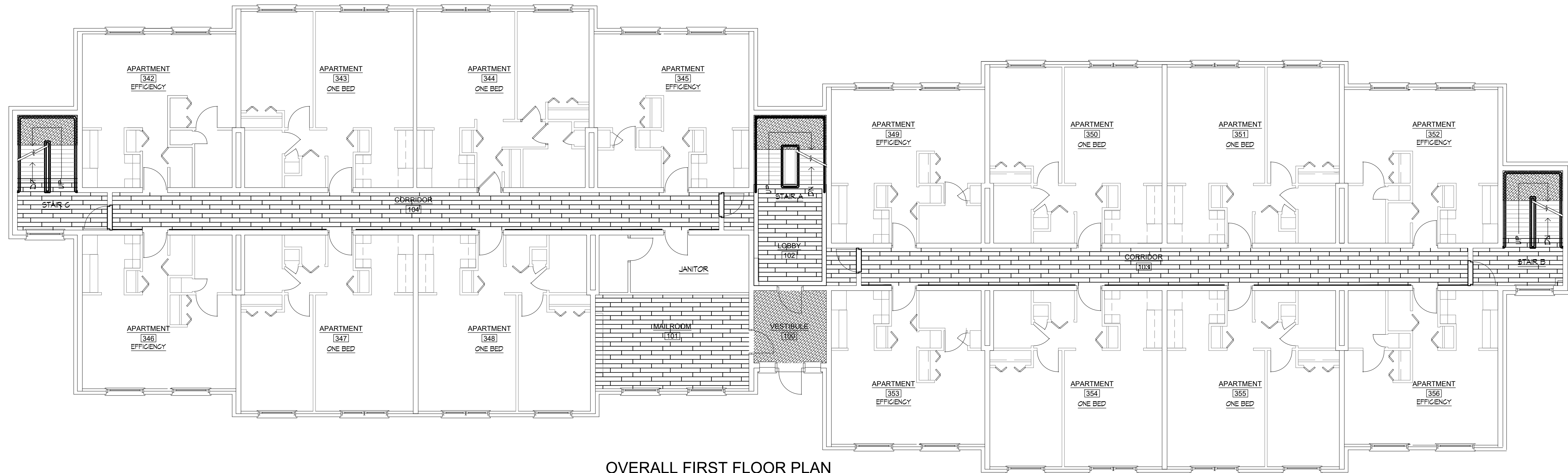
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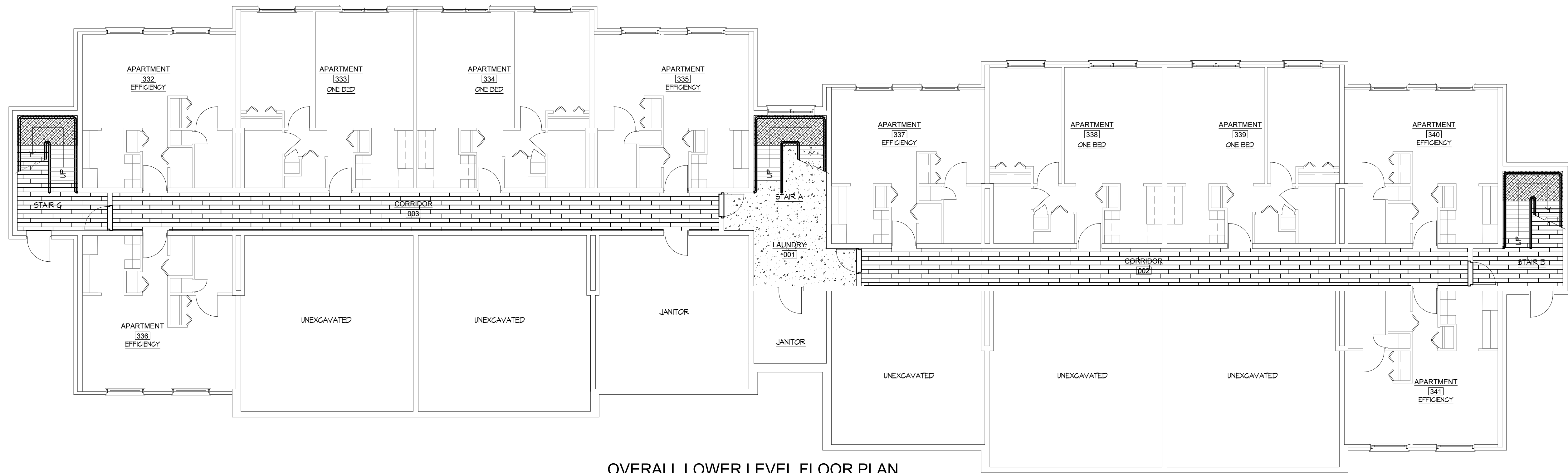
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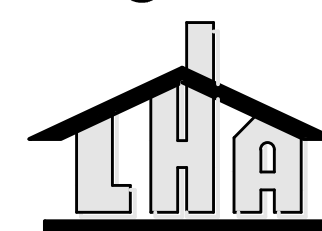
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F2.0

25017 - F2.0

8 of 8