



**NORTHERN MARIANAS HOUSING
CORPORATION**
P.O. BOX 500514, Saipan, MP 96950-0514

INVITATION FOR BID (IFB)
(This is ad is paid for NMHC with HUD funds)

NMHC IFB 2021-018

BID SUBMISSION DATE & TIME: September 29, 2021, 10:00 a.m.

Oleai Sewer Line Replacement Project

Project package will be available on **August 30, 2021**, at the NMHC Central Office in Garapan, Saipan, during regular working hours (7:30 a.m. to 4:30 p.m.) Monday thru Friday except CNMI holidays. A non-refundable payment of one hundred dollars (\$100.00) is required for the project package. Payment must be by cash, credit card, cashier's check or certified check made payable to NMHC and receipt of payment must be presented in order to obtain the project package.

The provisions of the NMHC Procurement regulations, NMIAC 100-60-725 AND 100-60-730 Prohibiting Gratuities, Kickbacks and Contingent Fees shall apply.

A Mandatory Pre-Bid conference will be held via video teleconferencing on September 09, 2021 at 2:00 p.m. through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhcgov.net by clicking on the "Procurement" menu tab or by visiting the www.cnmi-cdbgdr.com website. Bidders are encouraged to email the Procurement Officer of their intent to participate in the pre-bid conference via email at officemanager@nmhcgov.net at least one day before the conference. Failure to attend the Mandatory pre-bid conference will be considered a non-responsive bidder.

Bid Security: Bids exceeding \$25,000.00 shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which maybe a Bid Bond, certified check or cashier's check, made payable to the **Northern Marianas Housing Corporation**. A surety company shall hold the certificate of authority from the U.S. Secretary of the Treasury as an acceptable surety.

For more information, contact Mr. Jacob Muna, Office Manager/Procurement Officer, at (670)234-6866/9447 or email at officemanager@nmhcgov.net during regular business hours, 7:30 a.m. – 4:30 p.m. Monday through Friday, except CNMI holidays.

/s/

Jesse S. Palacios
Corporate Director

/s/

Merced "Marcie" M. Tomokane
Chairwoman
NMHC Board of Directors



NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhcgov.net>

INVITATION FOR BIDS

This ad is paid by NMHC with HUD Funds

NMHC IFB 2021-018

Oleai Sewer Line Replacement Project

The Northern Marianas Housing Corporation (NMHC) is soliciting sealed bids for the Oleai Sewer Line Replacement Project in Saipan.

The Project Package beginning **August 30, 2021**, at the NMHC Central Office in Garapan, Saipan, during regular working hours (7:30 a.m. to 4:30 p.m.) Monday thru Friday except CNMI holidays. A non-refundable payment of **One Hundred Dollars (\$100.00)** is required for each set of the project package. Payment must be made payable to NMHC and a receipt of payment must be presented when obtaining the project package at the reception counter.

A Mandatory Pre-Bid Conference will be held via video teleconferencing on **September 09, 2021, 02:00 p.m.** through Zoom Video Communications. Bidders will be provided the video teleconferencing link on the NMHC website at www.nmhcgov.net by clicking on the "Procurement" menu tab or you may also visit <https://www.cnmi-cdbgdr.com>. Bidders are requested to submit their intent to participate in the pre-bid conference via email at officemanager@nmhcgov.net at least one (1) day before the conference. Failure to attend the Mandatory Pre-bid conference will be considered a non-responsive bidder. Inquiries regarding this solicitation must be addressed in writing to Mr. Jacob Muna, Office Manager/Procurement Officer at P.O. Box 500514, Saipan, MP 96950; email to officemanager@nmhcgov.net or fax to (670)234-9021, no later than 9:00 a.m. September 13, 2021.

Sealed bids must be marked **NMHC-IFB 2021-018**. For bidders within the CNMI, an original and three (3) copies of sealed bids must be submitted to the NMHC Central Office, Garapan, Saipan, MP 96950, **no later than 10:00 a.m., local time September 29, 2021**. Bids received after the date and time will not be accepted. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to Bid must be received by the Procurement Officer no later than 10:00 a.m., local time, **September 29, 2021**, and must be transmitted via facsimile to (670)234-9021, or via email to officemanager@nmhcgov.net. For bidders located outside the CNMI, an original and three (3) copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than **September 29, 2021** and must be received at NMHC no later than **October 11, 2021**. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the NMHC Central Office, Garapan, Saipan at 11:00 a.m., local time, **October 12, 2021**. However, if no notice of intent to bid is received from bidders outside the CNMI, bids will be opened at 10:30 a.m., local time on **September 29, 2021**.

Bid Security: Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which maybe a Bid Bond (form enclosed), certified check or cashier's check, made payable to the **Northern Marianas Housing Corporation**. A surety company shall hold the certificate of authority from the U.S. Secretary of the Treasury as an acceptable surety.

All labor on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018 as established by Federal law including subsequent increases as announced by the U.S. Department of Labor and/or CNMI Department of Labor, whichever is higher.

Bidding Procedures shall be in compliance with the NMHC Procurement Regulations (NMIAC §100-60)

"NMHC is an equal employment and fair housing public agency"

Breach of Ethical Standard

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. *NMIAC Section 100-60-725(a)*

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontractor or order. *NMIAC 100-60-725(b)*

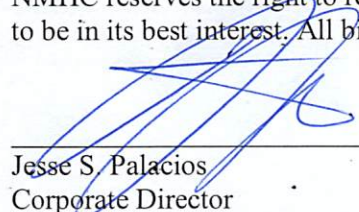
Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. *NMIAC 100-60-730*

NMHC hereby notifies all bidders that it will affirmatively ensure that, in any contracts entered into pursuant to this advertisement, small, minority businesses and women's business enterprises will be afforded equal opportunity to submit bids and will not be discriminated against on grounds of race, color, religion, sex, disabilities or national origin.


This project is also subject to Section of the Housing and Community Development Act of 1968 which requires the successful bidder to the "maximum extent feasible", take affirmative steps to provide training, contracting and employment opportunities and help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents in Saipan.

The bidder submitting the lowest responsible bid will be subject to a responsibility determination in conformance with the NMHC Procurement Regulations Section 100-60-245. The responsible bidder submitting the lowest responsible bid will be awarded a contract with NMHC.

NMHC reserves the right to reject any and all bids for any reason and to waive any defects in the bids if determined to be in its best interest. All bids received shall become the property of the Commonwealth Government.



Jesse S. Palacios
Corporate Director



Merced "Marcie" M. Tomokane
Chairwoman
NMHC Board of Directors

NORTHERN MARIANAS HOUSING CORPORATION (NMHC)

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS:

- A. Bid submission: September 29, 2021, no later than 10:00 a.m. Bids received after 10:00 a.m. will not be accepted. Bids will be publicly opened at 10:30 a.m. However, if NMHC receives a "Notice of Intent to Bid" on September 29, 2021, at 10 a.m. all bids will be publicly opened on October 12, 2021, at 11:00 a.m.
- B. One original and three (3) copies of bids shall be submitted on the forms furnished by the NMHC, and shall be sealed and addressed to the NMHC Procurement Officer, Garapan, P. O. Box 500514, Saipan, MP 96950
- C. Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of the contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the project documents, but bidders must familiarize themselves with every provisions and its effect.

2. TIME OF COMPLETION:

- A. The Contractor shall complete the work no later than **Two Hundred Forty (240) calendar days** after the established Notice to Proceed date.
- B. Failure to complete the work within the time specified, liquidated damages will be assessed in the amount of **One Hundred Dollar (\$100.00)** for each and every day the work is delayed beyond the established completion date.

3. SCOPE OF WORK:

This project consists of furnishing all the necessary labor, materials, equipment, tools and services necessary to complete the Oleai Sewer Line Replacement Project. The scope of work consist of replacement of approximately ±393 LF of existing 12-inch ACP, ±58 LF of 10- inch ACP to SDR 35 PVC Pipe, existing service lateral exploration work, 4- inch service lateral connections and clean-outs, and abandonment of existing ACP sewer line, installation and monitoring of wastewater temporary by-pass pumping system and road restoration. The work shall be done without disruption to the daily operation of the sewer discharge.

Please refer to the attachment for the Scope of Work, Specifications and Plans.

4. PREPARATION OF BIDS:

- A. The bidder must submit his bid proposal on the forms furnished by NMHC. All blank spaces on the bid proposal forms must be correctly filled-in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (both written in ink or typewritten) in words and numerals for which he proposes to do each item of the work

contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern.

- B. The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.
- C. Bid Proposals shall include the following documents:
 - 1. Bid Proposal
 - 2. Bid Form
 - 3. Bid Bond
 - 4. Non-Collusion Affidavit
 - 5. Contractor's Statement
 - 6. Equal Employment Opportunity
 - 7. Certification of Non-Segregated Facilities
 - 8. Certification of Drug-Free Workplace
 - 9. HUD Small Minority, Women Owned Business Concern Representation
 - 10. Contractor's Assurances
 - 11. Section 3 Affirmative Action Plan
 - 12. Section 3 Summary Report
 - 13. Federal Labor Standards Provision
 - 14. HUD Project Sign Acknowledgement
 - 15. CNMI Business License
 - 16. List of completed and on-going projects
 - 17. Company Profile
 - 18. Contractor shall provide with their bid documents itemized bid schedule with progress chart.
 - 19. List of Employees (copy of ID and work authorization to be included)
 - 20. List of Sub-Contractors (if applicable)
 - 21. List of Material Suppliers

5. BID GUARANTEE:

- A. All bids exceeding \$25,000.00 shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a bid bond (form enclosed), in cash, by certified check, cashiers' check or other form acceptable to NMHC.
 - (1) the bidder shall not withdraw his bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids;
 - (2) if bid is accepted, the bidder will enter into a formal contract with the NMHC in accordance with the contract for construction included as part of the contract documents; and
 - (3) the required Performance Bond and labor/materials Payment Bond will be submitted upon execution of the contract.

- B. In the event of the withdrawal of said bid by within said period, the bidder shall be liable to the NMHC for the full amount of the bid guarantee as representing the damage to the NMHC on account of the default of the bidder in any particular case hereof. The bid guarantee shall be returned to bidders after NMHC and the accepted bidder have executed the contract and the NMHC has approved the executed Performance and Payment Bonds.
- C. A surety company shall hold a Certificate of Authority from the United States Secretary of the Treasury as an acceptable surety or other surety acceptable to the Attorney General. Checks or money orders submitted as a bid guarantee shall be made payable to the Northern Marianas Housing Corporation, P. O. Box 500514, Saipan, MP 96950.

6. NON-COLLUSION AFFIDAVIT:

- A. Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, on the form provided with the bid package, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

7. RIGHT TO ACCEPT AND REJECT BIDS:

- A. The NMHC reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the NMHC's interests. In the event that the successful bidder fails to execute the contract upon his part or furnish satisfactory surety upon the bond, the NMHC, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such effect as to such bidder as though he were originally a successful bidder.

8. CONTRACT SECURITY:

- A. The successful bidder shall be required to furnish 100% each of the contract price for Performance Bond and labor/materials Payment Bond. The Payment and Performance bonding company offered by the Contractor must be able to demonstrate that it possesses unencumbered assets in an amount equal to or greater than the amount required to be bonded. The bonding company and must hold a Certificate of Authority from the CNMI Insurance Commissioner to do business in the CNMI.

9. STATUTORY REQUIREMENTS:

- A. The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and Local Laws and in particular the following Federal Law, Executive Orders, and regulations issued thereunder:
 - (1) The Contract Work Hours Standards Act, as amended (40 USC 327-332);
 - (2) The Copeland "Anti-Kickback" Act, as amended (40 USC 276 (c); (18 USC 874);
 - (3) Title VI and the Civil Act of 1964, as amended (42 USC 200 d-4) and Executive Orders 11246 and 11375, as amended, and specifically to the following:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and the employees

are treated during employment, without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.
 - (c) The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin.
 - (d) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement another contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
 - (e) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor.
 - (f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, and will permit access to his books, records and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders, each contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO - 1 on standard Form 100) annually on March 31.
- (4) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with such rules, regulations or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (5) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event that the Contractor becomes involved in, or is threatened with litigation with subcontractor or vendor as a result of such direction by the

Contracting Agency, the Contractor may request the Government to enter into such litigation to protect the interest of the Government.

10. NON-DISCRIMINATION IN EMPLOYMENT:

- A. Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
- B. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246 (September 24, 1965).
- C. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- D. Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal from employees on the work together with supporting information to the effect that said labor pool's practices and policies are in compliance are in conformity with Executive Order No. 11246 (September 24, 1965) and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

11. ACCESS TO WORK:

- A. The Contractor shall provide access to the work at all times to the Contracting Officer whenever the work is in preparation or process, and shall provide proper facilities for such access and inspection.

12. CONTRACTOR'S LICENSE:

- A. The Contractor is required to submit with his bid proposal proof of compliance with the licensing laws of the State, Territory, or County where incorporated or doing business and a copy of their CNMI business license.

13. CONTRACT:

- A. An award of the contract will not be made until after necessary investigations to the responsibility of the lowest bidder in accordance with the NMHC Procurement Regulations. Award of the contract will be made by NMHC to the lowest and responsible bidder meeting the requirements of NMHC. The lowest bidder will be required to furnish NMHC additional documents relative to the company's financial statement, availability of manpower with valid entry permits and work authorization. If using contract workers including a Clearance Certification from the CNMI Department of Labor; Workers' Compensation Insurance; Clearance of tax liabilities from the Division of Revenue and Taxation; List of on-going or completed projects; List of machinery and other equipment; Payment and Performance Bond which will be obtained, within ten (10) calendar days after the issuance of an "Intent to Award or Request for Additional Documents" by NMHC.

- B. Pursuant to Executive Order No. 11246 as amended, on Equal Employment Opportunity a prime contractor and subcontractor who sign a contract on a federally assisted construction project are required under certain conditions to present written Affirmative Action Programs. At pre-construction conferences, the successful bidder and his known principal subcontractors shall be required to present and discuss the approach to be taken by the successful bidder and subcontractors to implement the requirements of affirmative action for equal employment and training in accordance with Executive Order No. 11246, as amended, as well as other Labor Standards, payroll, and record keeping requirements.
- C. After the bids have been opened and declared, no bid shall be withdrawn except with the consent of NMHC, but the same shall be subject to acceptance of NMHC for a period of ninety (90) calendar days.

14. DISQUALIFICATION OF BIDDERS:

- A. The NMHC reserves the right to disqualify bidders for any of the following reasons:
 - 1. Bidders that are debarred or suspend from participating in any CNMI Government bidding or Federal bidding;
 - 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidder for any future work of the NMHC until such participant shall have been reinstated as a qualified bidder;
 - 3. Failure to conform to essential requirements of the invitation for bids such as specifications or time of delivery;
 - 4. Imposition of conditions or restrictions in the bid which modify requirement of the invitation or limit the bidder's liability to NMHC;
 - 5. Unreasonable as to price;
 - 6. A bid from a non-responsive bidder as defined in the NMHC Procurement Regulations NMIAC § 100-60-245.

15. METHOD OF AWARD:

- A. Bidding procedure involving only a **base bid** - If the base is within the amount of funds available to finance the construction contract, then contract award will be made to that responsible bidder submitting the lowest base bid;
- B. Bidding procedure involving a **base bid and alternate additive bids** - If the base bid is within the amount of funds available to finance the construction contract and the NMHC wishes to accept alternate additive bids, then contract award will be made to that responsible bidder submitting the lowest combined bid, consisting of the base bid plus alternate additive bids (applied in any numerical order in which they are listed on the bid form). Under this procedure, if the owner wishes to make award on only the base bid, then contract award will be made to that responsible bidder submitting the lowest base bid.
- C. Bidding procedures involving a **base bid and alternate deductive bids** - If the base bid is within the amount of funds available to finance the construction contract, then contract will be made to

that responsible bidder submitting the low base bid. If the base bid exceeds that amount of funds available or the construction contract, then the owner may award the contract to that responsible bidder submitting the lowest combined bid, consisting of the base bid with such alternate deductive bids (applied in any numerical order in which they are listed on the bid form) as are required to produce a new bid amount within the availability of funds.

16. ADDITIONAL REQUIREMENT:

- A. This project is funded whole or in part by a grant from the U. S. Department of Housing and Urban Development (HUD), under its Community Development Block Grant (CDBG) provided to the Commonwealth. Contractor shall acknowledge that a project sign is located prominently at the project site prior to construction and shall be maintained for the duration of the construction period.
- B. Contractor and Subcontractors provide are must comply to regulations stipulated in the “Contractor’s Assurances” incorporated as part of the bid documents, and must not discriminate on the basis of race, color, religion, gender, age, disability, or national origin in employment or provision of services.
- C. Attention is called to Section 3 of the Housing and Community Development Act of 1968 which requires recipients of U.S. Department of Housing and Urban Development (HUD) funds and the contractors they do business with relative to the project, to help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents and the businesses that serve them “to the maximum extent feasible.” All construction Contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low income residents residing in NMHC’s projects.
- D. The successful bidder will also be required to affirmatively ensure that, in any contract entered into pursuant to CDBG projects, Minority and/or Women’s Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE will be accorded full participation.
- E. Attention is also called to the Labor Standard Provisions for Wage Rate Determination as noted in the Department of Labor General Decision. Bidders are advised that all wage rates for employees performing work, labor and services on this project shall be paid no less than the minimum wage rate of \$7.25 per hour which took effect on September 30, 2018, as established by Federal law, or the U. S. Department of Labor General Decision No. CM20210002, whichever is greater.
- F. Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations which apply to **ALL MANPOWER** employed by Contractor and Subcontractor working on CDBG projects as administered by NMHC. These labor standards provisions provide payroll, record keeping and prevailing wage rate requirements which are monitored throughout the duration of the project.

BID PROPOSAL

Date: _____

To: Procurement Officer
Northern Marianas Housing Corporation (NMHC)
Mariana Islands, Saipan, MP 96950

VENDORS:

The undersigned (hereinafter called the Bidder), a _____ (Corporation, Partnership or Sole Proprietor) organized and/or doing business under the laws of the Commonwealth of the Northern Mariana Islands, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for: **OLEAI SEWER LINE REPLACEMENT PROJECT**, all in accordance with the Scope of Work, Specifications by the Northern Marianas Housing Corporation (NMHC) and other Contract Documents prepared by the NMHC, for the prices stated in the Bid Form attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the attached itemized proposal form.

The bid guarantee attached, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the NMHC as a guarantee that the agreement will be executed. In the event that this bid is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this bid, the bid guarantee shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within **ninety (90) calendar days** after the opening, the undersigned agrees to execute the forms of agreement included as one of the Contract Documents, and to furnish a Performance and Payment Bond, each in an amount equal to one hundred percent (100%) of the contract amount.

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No.:

Dated:

If awarded the contract, the undersigned agrees to complete the work within **Two Hundred Forty (240) calendar days** of the commencement of the Contract Time as defined in the General Conditions of the Contract and Agreement.

The undersigned understands that the NMHC reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the NMHC.

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

SUBMITTED BY:

Representative: _____
(Print Name) (Signature)

Title: _____

Company Name: _____

Company Address _____

Telephone: _____ Fax: _____

BID FORM

TO: Procurement Officer
Northern Marianas Housing Corporation
Commonwealth of the Northern Mariana Islands
Saipan, MP 96950

PROJECT:

The undersigned bidder, having examined all pertinent documents relating to the Invitation for Bid, proposes to provide all labor, materials, equipment, tools, transportation, storage, and items incidental to completing all work for the following total lump price and including all applicable taxes required by the CNMI government such as: "Excise Tax".

1. BASE BID:

Oleai Sewer Line Replacement Project:
(\$ _____)

2. The bidder hereby further agrees to commence work under this contract on the date in the written "Notice to Proceed" as established by the Northern Marianas Housing Corporation (NMHC) and to fully complete the project within **Two Hundred Forty (240) Calendar Days** thereafter, as stipulated in the Contract Documents.

The bidder further agrees to pay as liquidated damages the sum of **One Hundred Dollars (\$100.00)** for each and every calendar day that the project is delayed beyond the established time.

3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, and to the best of his knowledge and belief that:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder or with any competitor.
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

(Signature)

Phone: _____ Fax: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as PRINCIPAL, and _____ AS SURETY are held and firmly bound unto the Commonwealth of the Northern Mariana Islands, hereinafter called the "Government", in the penal sum of _____ Dollars (US\$ _____) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS ARE SUCH, that whereas the PRINCIPAL has submitted the accompanying bid dated _____, 20____, for _____.

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified therefore, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Northern Marianas Housing Corporation (NMHC), 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 bond within the time specified, if the Principal shall pay the NMHC the differences between the amount specified in said bid and the amount for which the NMHC may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

The rate of premium on this bond is _____ per thousand.

The amount of premium charged, \$ _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest: _____ SEAL
(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: _____ SEAL
(Corporate Surety)

(Business Address)

(Business Address)

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/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)

LIST OF PROPOSED SUBCONTRACTORS

The bidder shall list below the name of each person or firm engaged as a subcontractor in performance of the Government Construction Contract. Also, list the nature and scope of work to be performed by such subcontractors. All bids which do not comply with this requirement shall be rejected.

[illegible]

LIST OF PROPOSED SUPPLIERS

The bidder shall list below the name of each person or firm engaged as a supplier/vendor in performance of the Government Construction Contract. Also, list the materials/products to be installed on the project and name of the supplier/vendor/manufacture. All bids which do not comply with this requirement shall be rejected.

[illegible]

LIST OF PROJECT REFERENCES

The bidder shall list below the name of the projects performed under a Government Construction Contract. Also, list the Owner and amount of contract performed. All bids which do not comply with this requirement shall be rejected.

[illegible]

**BID SCHEDULE
OLEAI SEWERLINE REPLACEMENT PROJECT**

Bidders Please Note: Before preparing the Bid, carefully read the **"Invitation for Bids", "Notice to Bidders", "Instruction to Bidders" and "Measurement and Payment"**.

The Bidders shall insert a unit bid price opposite each pay item for which an estimated quantity appears in the Bid Schedule, except in the case of alternate items or where a contingent amount is shown in the Bid Schedule. A unit bid price is not to be tendered nor entered for any pay item name for which no estimated quantity appears in the Bid Schedule. Whenever a contingent amount is shown for any item in the Bid Schedule, such amount shall govern and be included in the bid total.

BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum. Award will be based on the lump sum cost of the base bid, additive bids that can be constructed with the available funding.

Unit Prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities completely installed, determined as provided in the Contract Documents.

Bidder acknowledges and agrees that NMHC may, at any time and at its own discretion, omit any of the work included in the Bid Schedule without any corresponding penalty or increase in the cost of the remaining work proposed.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

Item No	Description	Qty	Unit	Unit Price	Total Amount
I	APENGAGH AVENUE AND WISCHIRA WAY				
	BASE BID				
1	Mobilization/Demobilization	1	LS		
2	12-inch Gravity Sewer Line	393	LF		
3	10-inch Gravity Sewer Line	58	LF		
4	Installation of New Sewer Manhole (SMH) 4-foot Diameter	2	EA		
5	6-inch Service Lateral Connection	10	EA		
6	Connection of New Sewer Line to Existing Manhole at Oleai Street and Wischira Way.	2	EA		
7	Low Pressure and Mandrel testing for New Sewer Line	1	LS		
8	Wastewater Temporary By-Pass System	1	LS		
9	Asphalt Paving/Road Restoration	60	SY		
10	Flowable Fill	160	CY		
11	Temporary Erosion Control	1	LS		
12	Temporary Traffic Control	1	LS		
13	Archaeological Monitoring	1	LS		
Total Bid (Including Tax):					\$
Total Bid in Writing:					

Note: All other items of work not quantified and not listed in the Base Bid Schedule are considered incidental work and shall be a subsidiary obligation of the Contractor under the various contract items that are called for in the individual technical sections of the specifications.

The measurement and payment shall be based on the following. Payments shall be inclusive of all costs associated with permitting and compliance with relevant CNMI and federal laws and regulations pertaining to the work described.

I. BASE BID (APENGAGH AVENUE AND WISCHIRA WAY)

1. **Mobilization/Demobilization:** Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, tools and equipment, surveying, transportation and all other items required to mobilize to the site and demobilize from the site, installation of project sign, including permits fees, bonding costs and final clean-up.
2. **12-inch Gravity Sewer Line:** Measurement and payment for this item shall be made based on the number of linear feet installed. Payment shall include full compensation for excavation, pipe bedding and backfill (exclusive of flowable fill), dewatering as necessary, compaction, testing, excavation protection and installation of 12-inch PVC sewer line including all materials, labor, tools and equipment, transportation and all other items required for a complete and operational system.
3. **10-inch Gravity Sewer Line:** Measurement and payment for this item shall be made based on the number of linear feet installed. Payment shall include full compensation for excavation, pipe bedding and backfill (exclusive of flowable fill), dewatering as necessary, compaction, testing, excavation protection and installation of 10-inch PVC sewer line including all materials, labor, tools and equipment, transportation and all other items required for a complete and operational system.
4. **Installation of New Sewer Manhole (SMH) 4-foot Diameter:** Measurement and Payment for this item shall be made based on the number manholes installed. Payment shall include full compensation for installing new 4-foot diameter sewer manhole, excavation protection, dewatering, testing and all materials, labor, tools, and equipment, and all other items necessary for a complete and operational installation, complete as shown on the Plans as specified
5. **6-inch Service Lateral Connection:** Measurement and payment for this item shall be made based on the number of connections made. Payment shall include full compensation for connection of existing 4" service lateral to the new sewer line, tapping the main, connecting the service line to the wye, including exploring location of existing laterals, all materials, labor, tools and equipment, and all other items and services needed for a complete and operational connection.
6. **Connection of New Sewer Line to Existing Manholes at Oleai Street and Wischira Way:** Measurement and payment for this item shall be made on a lump sum basis. Payment shall include full compensation for connection of the new 12-inch diameter Gravity Sewer Line to Existing Sewer Manhole at Oleai Street, and the new 10-inch Gravity Sewer Line to the Existing Sewer Manhole at Wischira Way including all materials, labor, tools and equipment, and all other items necessary for a complete and operational connection, complete as shown on the Plans and as specified.
7. **Low Pressure and Mandrel testing for the New Sewer Line:** Measurement and payment for this item shall be made on a lump sum basis. Payment shall include full compensation for the low pressure and mandrel testing of the 12-inch diameter Gravity Sewer Line and new 10-inch Gravity Sewer Line including all materials, labor, tools and equipment, and all other items necessary for a complete and operational connection, complete as shown on the Plans and as specified.
8. **Wastewater Temporary By-Pass System:** Measurement and payment for this item shall be made on a lump sum basis. Payment shall include full compensation for installation and

monitoring of temporary by-pass system during construction including bypass pumping of wastewater between manholes during the construction, installation of temporary by-pass line connecting all existing service laterals, plugs, pipes and fittings all materials, labor, tools and equipment, and all other items needed for complete bypass pumping system. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with BECQ regulations. The portion of this Bid Item paid with progress payments shall be commensurate with the progress of work completed.

9. Asphalt Paving/Road Restoration: Measurement and payment for this item shall be made based on the number of square yards, measured in place, of restoration made, up to the limits delineated in the construction drawings. Payment shall include full compensation for restoring existing roadway asphalt concrete pavement including cutting existing pavement, tack coat asphalt, compaction, testing, all materials, labor, tools and equipment, and all other items needed for a complete and operational restoration. Payment shall not be made for square yardage which exceeds the limits delineated in the construction drawings, eg. the maximum pavement restoration width shown.
10. Flowable Fill: Measurement and payment for this item shall be made based on the volume (in cubic yards) of material installed, up to the limits delineated in the construction drawings. Payment shall include full compensation for flowable fill installed including all materials, labor, tools and equipment, and all other items needed for a complete installation. Payment shall not be made for volume which exceeds the limits delineated in the construction drawings, eg. the maximum excavation width shown. Only where authorized by Project Engineer.
11. Temporary Soil Erosion Control: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for installing, adjusting and relocating silt fencing, temporary dikes, swales, interceptor channels, erosion control blankets, temporary seeding, and related improvements necessary for the Contractor to comply with DEQ Earthmoving and Erosion Control Regulations and the project's permit including all materials, labor, tools and equipment, and all other items needed for a complete and operational installation. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with DEQ and the Earthmoving and Erosion Control Permit.
12. Temporary Traffic Control: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for installing temporary traffic signs, devices, temporary detour and other related measures including all materials, labor, tools and equipment, and all other items needed for a complete and operational installation. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with DPW traffic regulations.
13. Archaeological Monitoring: Measurement and payment for this item shall be made based on the lump sum basis. Payment shall include full compensation for archaeological monitoring, burial excavations, cataloging, data interpretation, and report preparation including all materials, labor, tools and equipment, and all other items needed for a complete archaeological monitoring.

Receipt of the following Addenda is acknowledged:

Respectfully submitted: *(follow Instruction to Bidder, Preparation of Proposal, for a Corporation, Partnership, etc.)*

Signature _____

Title _____

License Number _____

Date _____

Date License Expires _____

(SEAL - If bid is by Corporation)

The statements made herein are made under penalty of perjury.

ATTEST: _____

BRAND NAME OR EQUAL

(As used in this clause, the term "brand name" includes identification of products by make and model).

- (a) If items called for by this Invitation for Bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.
- (b) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- (b) Caution to Bidders: If the bidder proposes to furnish an "equal" product, such product shall be otherwise clearly identified in the bid; the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids and (ii) establish exactly what the bidder proposes to furnish and what the Owner would be binding itself to purchase by making an award.
- (c) The evaluation of bids and the determination as to equality of the product offered shall be the responsibility and decision of the Owner and will be based on information furnished by the bidder
- (d) The purchasing activity is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity

GENERAL NOTES

1.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS.
2.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLYING WITH ALL CONDITIONS CONTAINED IN THESE PERMITS AND IN OBTAINING ANY OTHER PERMITS FOR THEIR STAGING AREAS OR ANY OTHERS THAT MAY BE REQUIRED.
3.

CONTRACTOR SHALL NOTIFY DPW HIGHWAY DIVISION AND DPS TRAFFIC SECTION 48 HOURS PRIOR TO START OF WORK.
4.

ALL PAVEMENT RESTORATION WORK SHALL BE PER DPW APPROVAL.
5.

DPW RECOMMENDS 7 DAYS OF CURE TIME FOR FLOWABLE FILL PRIOR TO PAVEMENT RESTORATION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FOR THE FLOWABLE FILL FROM VEHICULAR LOADING DURING THE PERIOD PRIOR TO PAVEMENT RESTORATION. LANE CLOSURE SHALL NOT BE USED AS AN OPTION DURING THE CURING PERIOD.
6.

CONTRACTOR IS RESPONSIBLE FOR ENSURING SAFETY OF PEDESTRIANS AND TRAFFIC IN THE VICINITY OF THE PROJECT SITE. SAFETY BARRIERS SHALL BE EMPLOYED WITH SIGNAGE ADEQUATE TO WARN PEDESTRIANS OF HAZARDS. CONTRACTOR SHALL MAINTAIN ACTIVE FLAGGER/SPOTTERS TO DIRECT BOTH VEHICULAR AND PEDESTRIAN TRAFFIC AROUND PROJECT SITE.
7.

COORDINATION WITH BUSINESSES FOR PURPOSES OF ACCESS, PARKING, AND TRAFFIC CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL CLOSELY AND CONTINUOUSLY COORDINATE WITH ADJACENT BUSINESSES PRIOR TO, DURING, AND AFTER WORK TO ENSURE DISRUPTION TO BUSINESSES IS MINIMIZED.
8.

ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
9.

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED.
10.

EXISTING STRUCTURES AND UTILITIES WITHIN THE EXTENT OF THE PROJECT SHOWN TO BE REMOVED SHALL BE COORDINATED WITH OTHER USING AGENCIES REGARDING THE RELOCATION AND REMOVAL OF THESE EXISTING STRUCTURES AND UTILITIES.
11.

THE CONTRACTOR SHALL VERIFY EXISTING GRADES BEFORE INITIATING CONSTRUCTION AND SHOULD ANY DISCREPANCIES EXIST BETWEEN ANY ACTUAL ELEVATIONS AND THESE PLANS THAT WILL RESULT IN A CLAIM BY THE CONTRACTOR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONTRACTING OFFICER BEFORE PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND/OR RELATED DOCUMENTS FOR REVIEW OF DISCREPANCIES.
12.

CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY LINES WHERE THEY ARE TO BE CROSSED ABOVE OR BELOW BY THE NEW FACILITIES BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADE AND TO ASSURE THAT THERE IS SUFFICIENT CLEARANCE. PIPE SHALL NOT BE STRUNG NOR TRENCHING COMMENCED UNTIL ALL CROSSINGS HAVE BEEN VERIFIED FOR CLEARANCE. IF THE CONTRACTOR FAILS TO FOLLOW THIS PROCEDURE, HE WILL BE SOLELY RESPONSIBLE FOR ANY EXTRA WORK OR MATERIAL REQUIRED IF MODIFICATIONS TO THE DESIGN ARE NECESSARY.
13.

THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ANY OTHER PUBLIC RIGHT OF WAY IN A CLEAN SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS MUST BE REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT AND DISPOSED PER CNMI LAW AND REGULATIONS. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
14.

ALL TREES AND PLANTS REMOVED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RELOCATED AS DIRECTED BY THE CUC AT NO EXPENSE TO THE CUC.
15.

EXISTING FACILITIES INCLUDING, BUT NOT LIMITED TO ROADS, WALLS, FENCES AND STRUCTURES DAMAGED BY CONTRACTOR'S OPERATIONS, SHALL BE RESTORED TO MATCH ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CONTRACTING OFFICER WITHOUT ADDITIONAL COST TO THE GOVERNMENT.
16.

THE CONTRACTOR SHALL END PLACEMENT FOR ALL SURFACE CONCRETE WORK AT EITHER EXPANSION OR CONSTRUCTION JOINTS.
17.

CONNECTIONS TO EXISTING SEWERLINES SHALL BE PERFORMED PER DETAILS AND SPECS AND WITH MINIMUM INTERRUPTION OF SERVICE.
18.

CONTRACTOR SHALL MAINTAIN SERVICE TO ALL EXISTING SEWER SERVICE CONNECTIONS DURING CONSTRUCTION OF NEW IMPROVEMENTS, UNLESS APPROVED OTHERWISE BY THE CONTRACTING OFFICER, OR HIS ASSIGNEES.
19.

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ENGINEER, CNMI GOVERNMENT AND COMMONWEALTH UTILITIES CORPORATION HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CNMI GOVERNMENT, THE COMMONWEALTH UTILITIES CORPORATION, OR DESIGN PROFESSIONAL.
20.

UNDERGROUND UTILITIES AND OTHER OBSTRUCTIONS ARE SHOWN TO THE EXTENT KNOWN. LOCATIONS ARE APPROXIMATE AND BASED ON SURFACE FEATURES SUCH AS CLEANOUTS, VALVE BOXES, OR MANHOLES. SOME UTILITIES ARE NOT SHOWN WHICH CONTRACTOR SHOULD ASSUME ARE PRESENT, INCLUDING TELECOM AND CABLE TELEVISION LINES.
21.

UNDERGROUND UTILITIES SHALL BE PROTECTED AND MUST BE REPAIRED IN ACCORDANCE WITH UTILITY OWNER SPECIFICATION IF DAMAGED. WATERLINE PROTECTION IS CRUCIAL: IN SEVERAL LOCATIONS WATERLINES ARE LESS THAN 10 FEET FROM SEWERLINES; AND ARE PARTICULARLY VULNERABLE TO DAMAGE. REPAIR OF WATERLINES DAMAGED BY CONTRACTOR MUST FOLLOW ALL CUC AND BECO STANDARDS AND REGULATIONS; TO INCLUDE BUT NOT BE LIMITED TO PROPER DISINFECTION FOLLOWING REPAIRS.
22.

SEWER SERVICE LATERAL LOCATIONS ARE APPROXIMATE AND NOT FULLY KNOWN. SOME LATERALS SHOWN MAY NOT EXIST, AND SOME LATERALS MAY EXIST THAT ARE NOT SHOWN. ALL EXISTING LATERALS ARE TO BE CONNECTED TO THE NEW SEWERLINES UNDER THIS PROJECT, AT THE UNIT PRICE STATED IN THE CONTRACT. LATERALS WHICH DO NOT EXIST WILL NOT BE CONNECTED, AND WILL NOT BE PAID.
23.

UNDERGROUND WATERLINE LOCATIONS ARE APPROXIMATE AND ARE BASED ON CUC PROVIDED AS-BUILT. CONTRACTOR SHALL FIELD VERIFY THAT UNDERGROUND WATERLINES ARE NOT WITHIN PROPOSED IMPROVEMENT LIMITS.
26.

ALL DIMENSIONS ARE IN FEET, UNLESS NOTED OTHERWISE.

DEWATERING AND BY-PASS PUMPING CONTINUATION:

3.

BYPASS PUMPING OF WASTEWATER BETWEEN MANHOLES IS RESPONSIBILITY OF CONTRACTOR DURING CONSTRUCTION.
4.

REMOVAL, HANDLING, AND DISPOSAL OF ASBESTOS CEMENT PIPE MUST BE DONE IN ACCORDANCE WITH ALL APPLICABLE CNMI AND FEDERAL HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION LAWS AND REGULATIONS.
5.

REPLACE SEWER LINES STARTING FROM DOWNSTREAM END, PROGRESSING UPSTREAM. PIPE SHALL BE LAID AT UNIFORM GRADE IN A STRAIGHT LINE MATCHING EXISTING MANHOLE INVERT ELEVATIONS. CHANGES IN GRADE OR DIRECTION ARE NOT PERMITTED. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL ALIGNMENT IN FIELD USING PIPE LASER OR AUTO-LEVEL, AND PIPE SHALL NOT BE COVERED UNTIL CUC INSPECTOR HAS WITNESSED AND APPROVED VERIFICATION OF ALIGNMENT.
6.

SEWER PIPES SHALL BE COVERED AT THE ENDS TO PREVENT ENTRY OF BACKFILL AND FOREIGN MATERIALS INTO SEWER. FOLLOWING COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL CLEAN ALL SEGMENTS OF GRAVITY SEWER PIPE FROM NEW SEWER MANHOLE SECTION DOWNSTREAM TO UPSTREAM SEWER MANHOLE USING COMMERCIAL SEWER CLEANING SERVICE APPROVED BY CUC. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR COSTS FOR ANY DAMAGE TO CUC SEWER, WET WELL, AND PUMPING SYSTEM CAUSED BY CONSTRUCTION-RELATED DEBRIS.

SURVEY NOTES

1.

TOPOGRAPHIC AND AS-BUILT SURVEY WAS BASED ON THE DPW PROVIDED SURVEY.
2.

HORIZONTAL AND VERTICAL SURVEY WERE BASED ON CONTROL STATIONS AT OLEAI TRIANGULATION STATION WITH COORDINATES (N=163.597.103; E=163.738.556).
3.

CONTOUR LINES ARE DRAWN AT ONE FOOT (1') INTERVALS.
4.

ALL DISTANCES ARE IN FEET, UNLESS OTHERWISE NOTED.

SYMBOLS & LEGENDS

PROPERTY CORNER (NOT TRACED)

PROPERTY LINE

CONTROL STATION & TRAVERSE LINE

CENTER LINE

SEWER LINE

FENCE LINE

CATCH BASIN

FIRE HYDRANT

POWER POST WOODEN

SEWER MANHOLE

SIGNPOST

TELEPHONE PEDESTAL

SURVEY STATION

HOUSE BUILDING

CONCRETE HOLLOW BLOCK FENCE

TRAFFIC LIGHTS MANHOLE

WATER GATE VALVE

WATER METER

LAMP POST

CB

FH

WPP

SMH

SP

TBM-1

N 163.836.6090

E 163.995.5180

EL. = 10.76

MAJOR CONTOUR

MINOR CONTOUR

SPOT ELEVATION

SEWER MANHOLE

NORTH ARROW

DETAIL NUMBER
DETAIL APPEARS ON
SHEET NUMBER

DETAIL NUMBER
DETAIL APPEARS
ON SAME SHEET

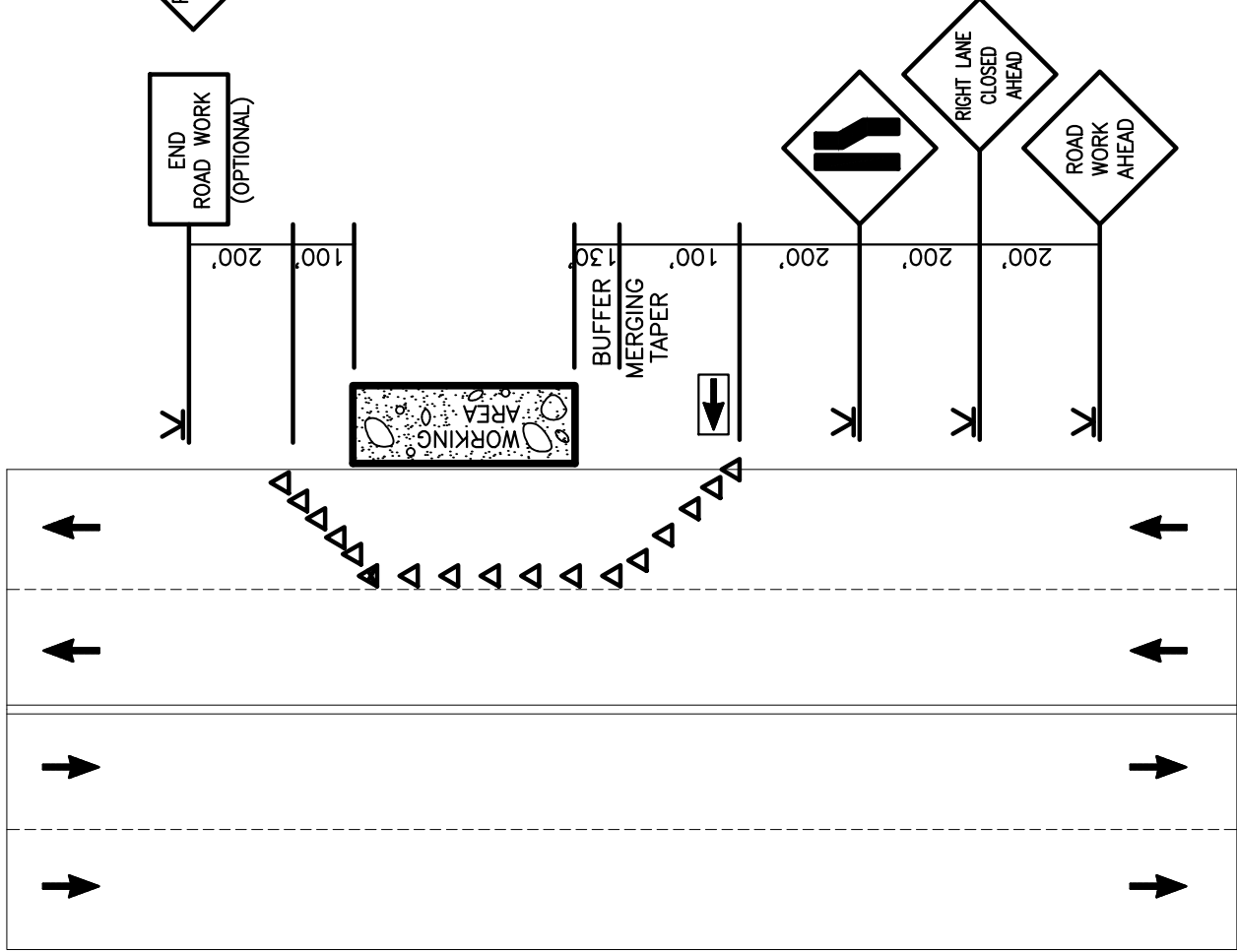
NEW SYMBOLS

G R A P H I C S C A L E S									
	REVISION	DESCRIPTION				APPROVED	DATE		
COMMONWEALTH UTILITIES CORPORATION SAIPAN MP 96950									
	DESIGNED: DF	DRAWN: DF	PROJECT TITLE:		OLEAI SEWERLINE REPLACEMENT PROJECT				
	CHECKED: WK/LM	SUPERVISED: WK							
	DENNIS FORMALEJO ENGINEER		CONTENT:						
	LARRY T. MANACOP ACTING CHIEF ENGINEER		GENERAL NOTES, SURVEY NOTES, SYMBOLS AND LEGENDS & ABBREVIATIONS						
SIGNATURE THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.			G-1 CODE NO.		USING AGENCY: CUC		DATE		
	GARY CAMACHO EXECUTIVE DIRECTOR		DATE		SCALE: AS SHOWN		SHEET 2 OF 6		

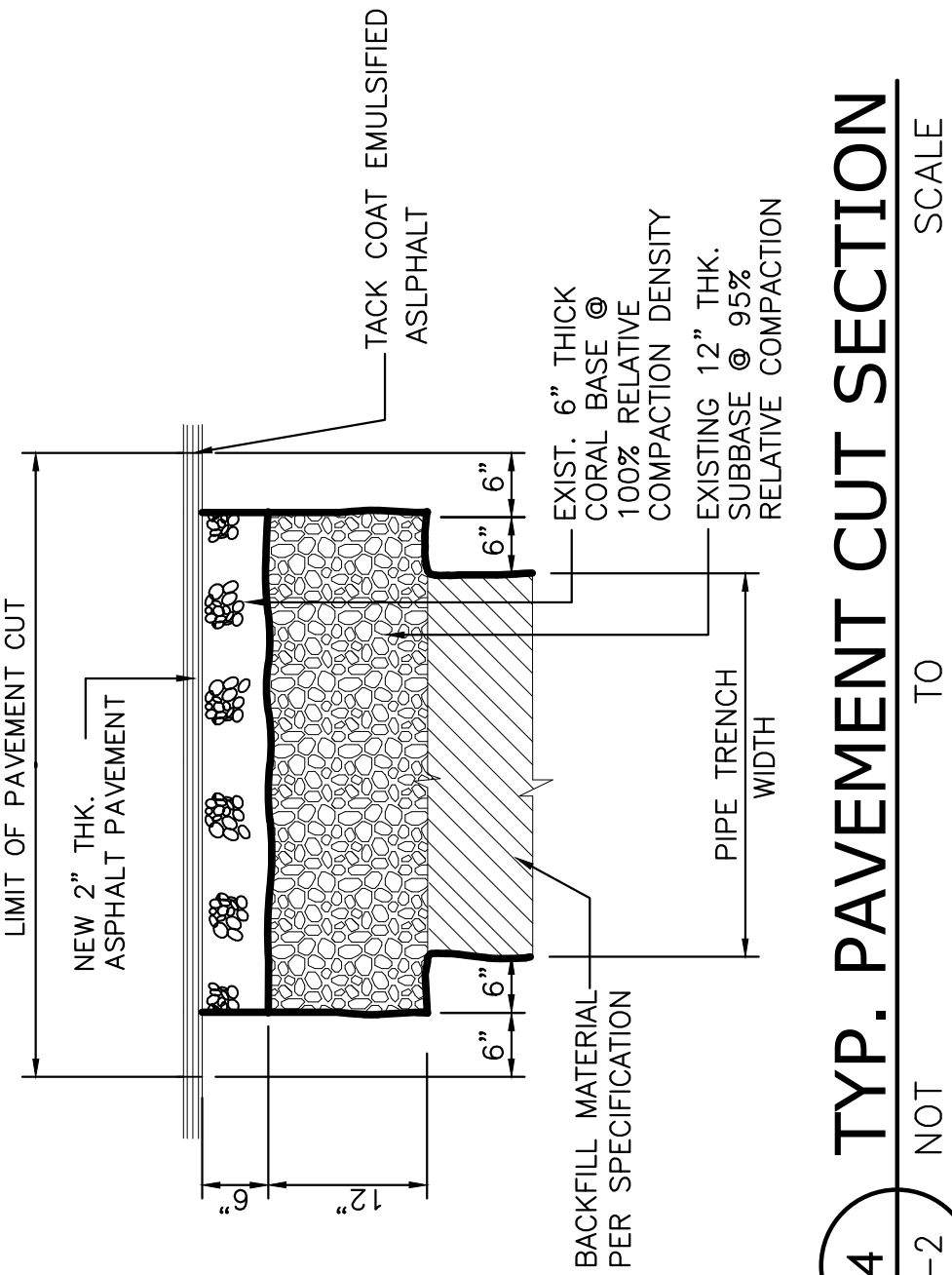
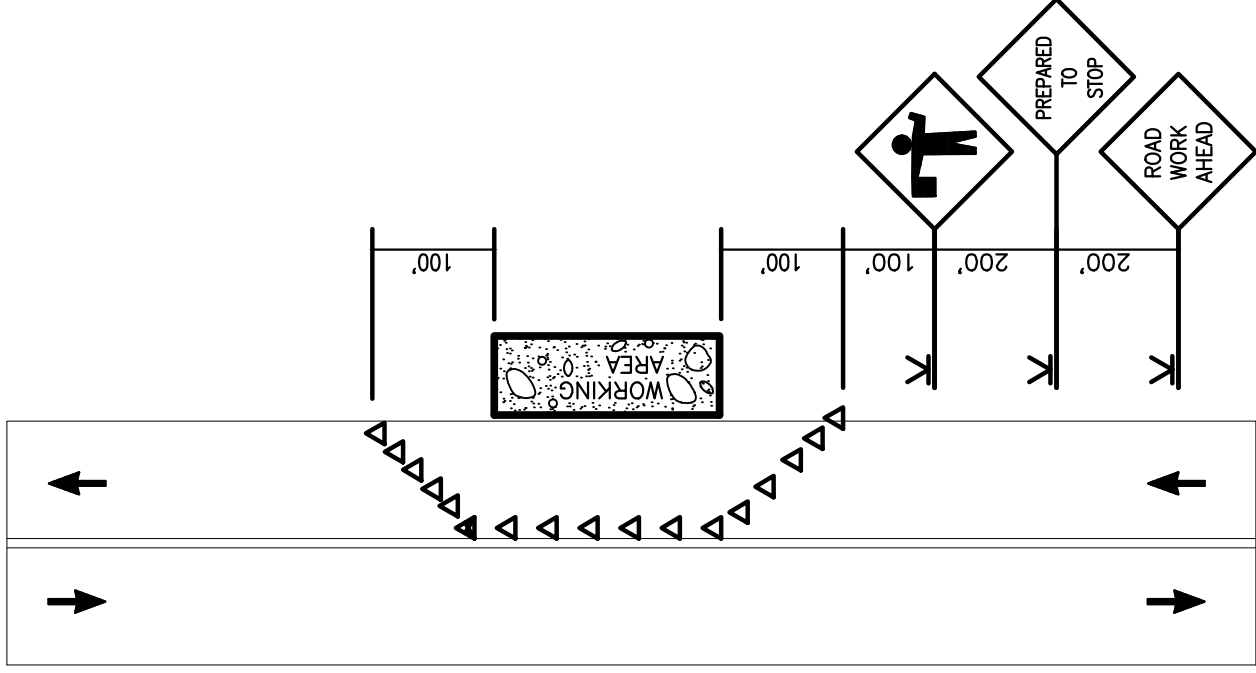
SHOULDER WORK
WORK BARRICADE AFTER THE
NON - WORK HOURS
(2' - 15' FROM THE EDGE OF PAVEMENT)



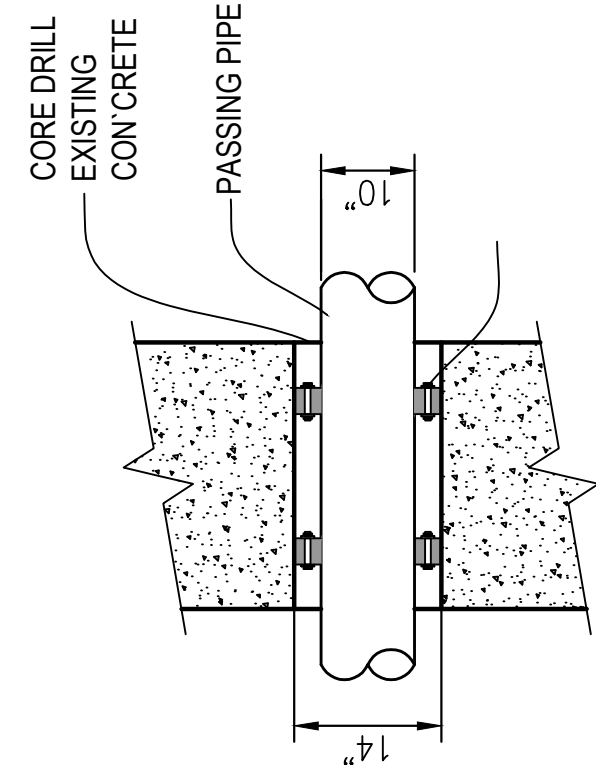
SHOULDER WORK WITH
MINOR ENCROACHMENT
ONLY WHEN WORK IS IN PROGRESS
(WITHIN 2' FROM THE EDGE OF PAVEMENT)



SHOULDER WORK WITH
MINOR ENCROACHMENT
MINOR STREET CLOSURE
(WITHIN 2' FROM THE EDGE OF PAVEMENT)

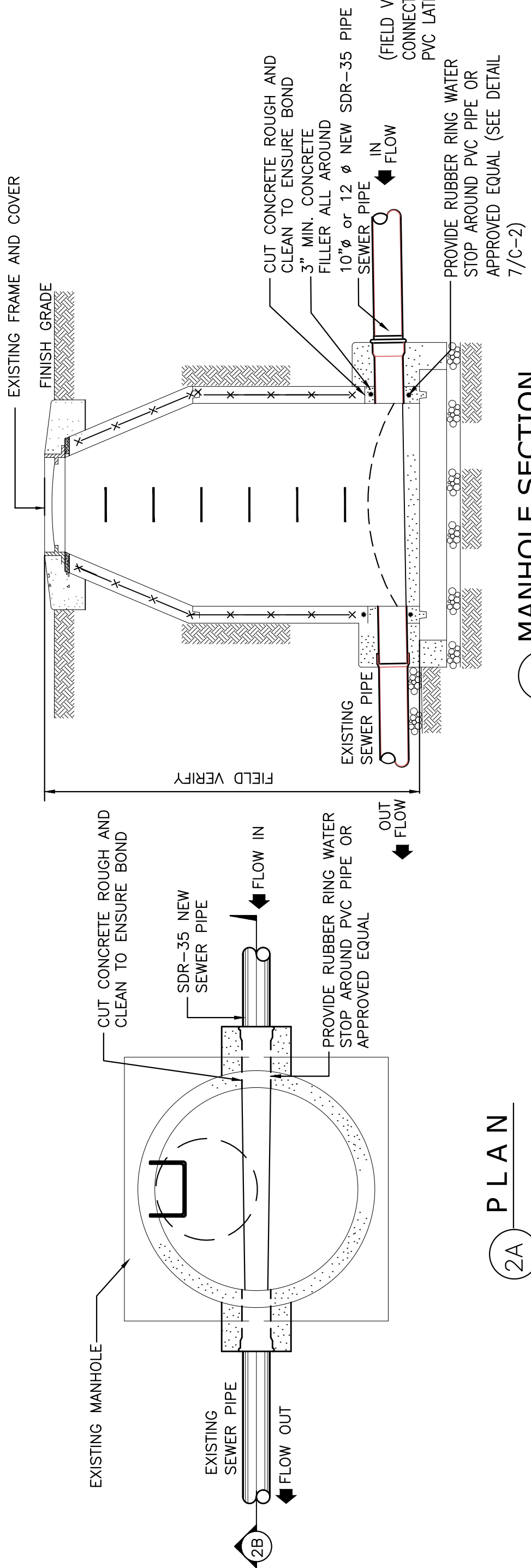


4 TYP. PAVEMENT CUT SECTION
C-2 NOT TO SCALE



7 PENETRATION THROUGH
EXIST. CONC. WALL
C-2 NOT TO SCALE: NTS

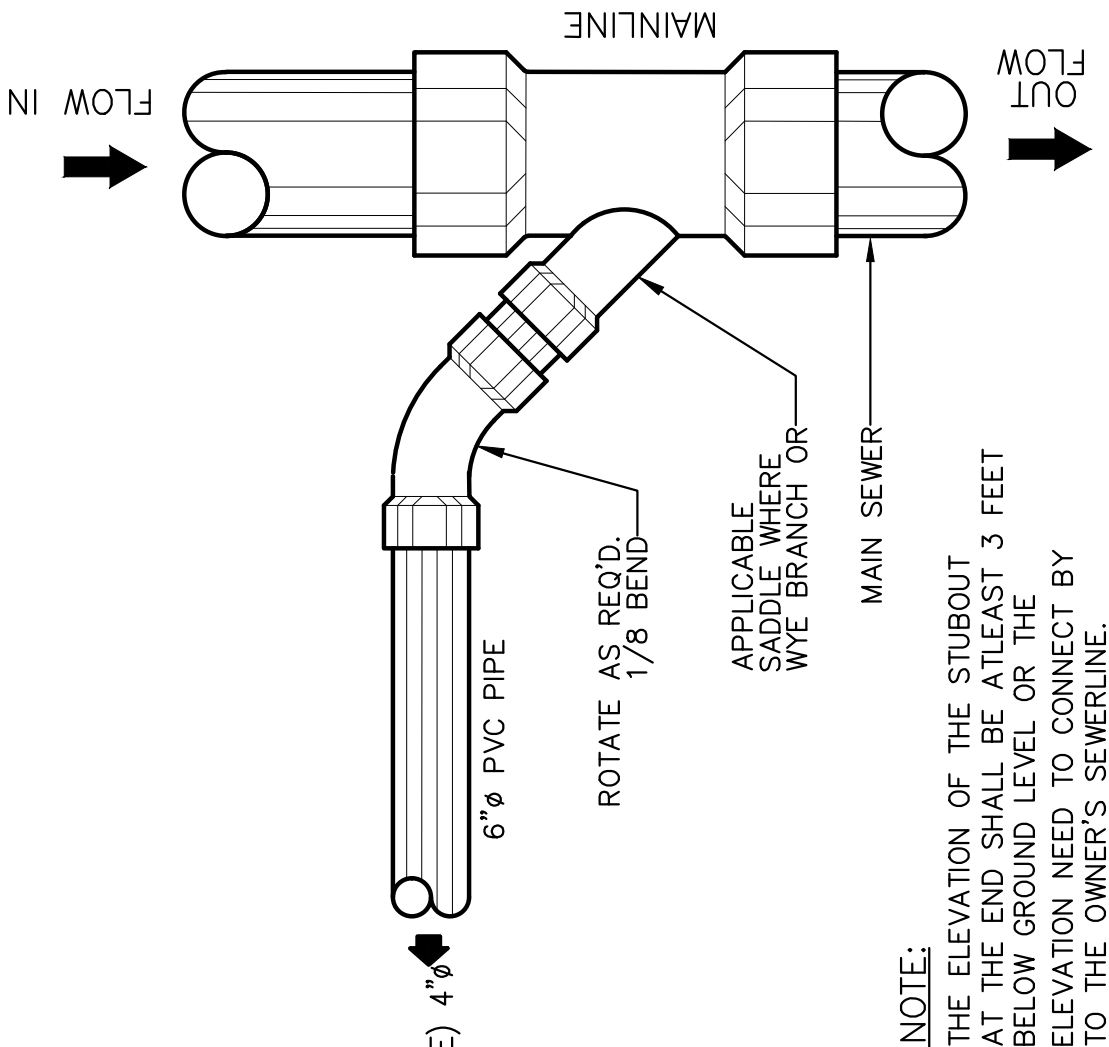
1 ROAD CONSTRUCTION TRAFFIC PLAN
C-2 NOT TO SCALE



2A PLAN

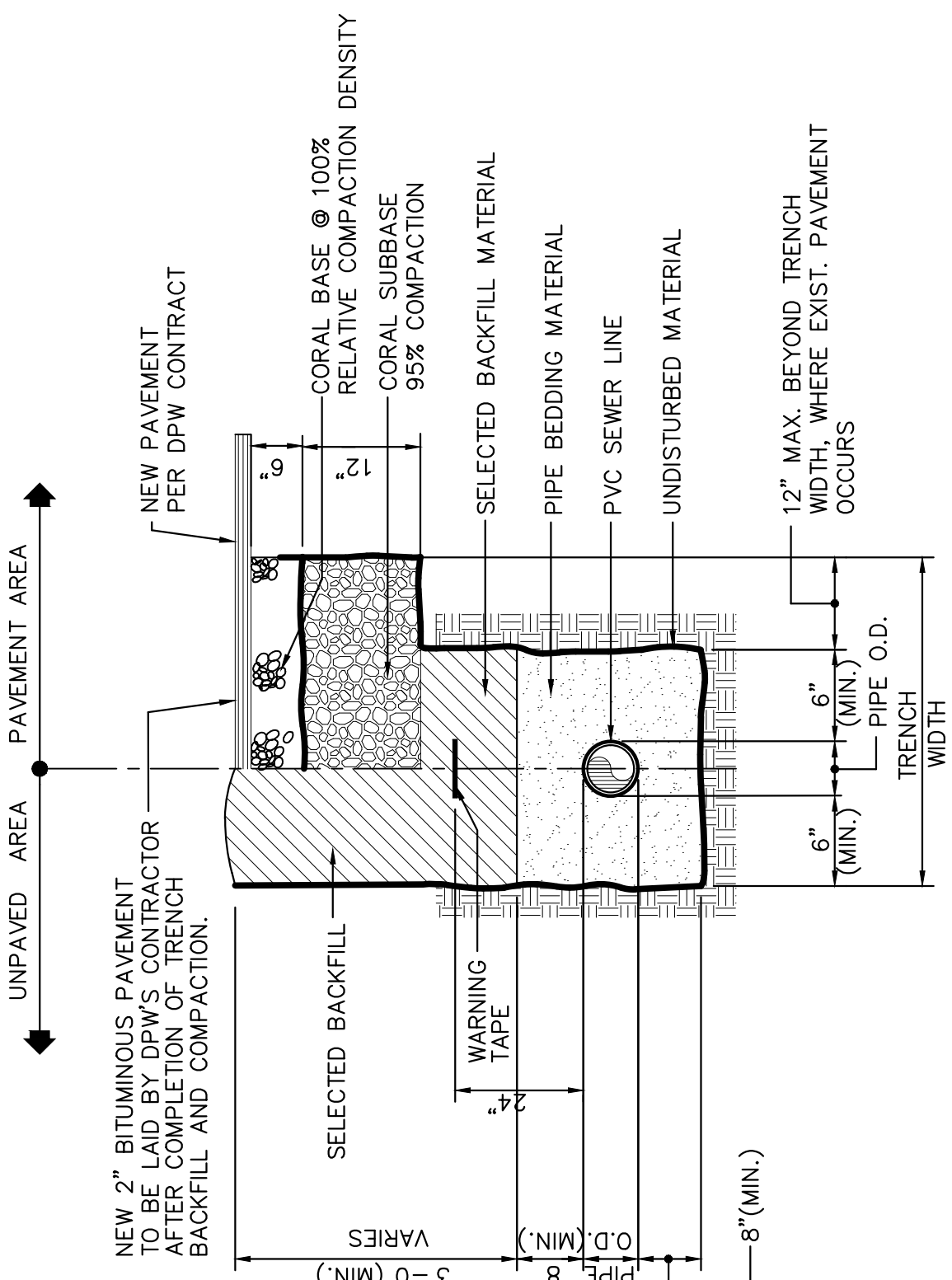
2B MANHOLE SECTION

2 DETAIL- CONNECTION OF NEW SEWER
LINE TO EXISTING MANHOLE
C-2 NOT TO SCALE

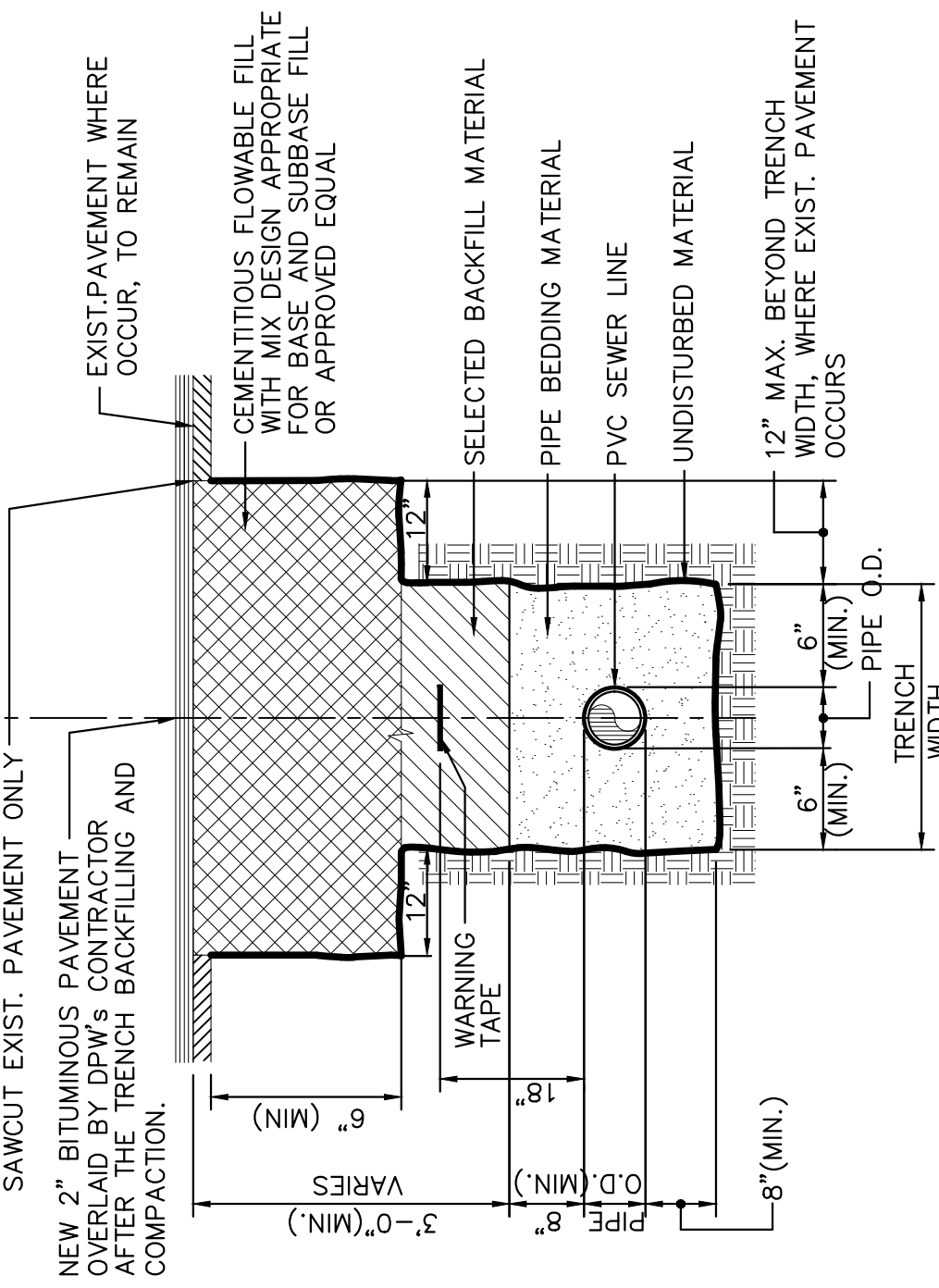


NOTE:
THE ELEVATION OF THE STUBOUT
AT THE END SHALL BE ATLEAST 3 FEET
BELOW GROUND LEVEL OR THE
ELEVATION NEED TO CONNECT BY
TO THE OWNER'S SEWERLINE.

3 6"Ø LATERAL TO SEWER MAIN
CONNECTION DETAIL
C-2 NOT TO SCALE

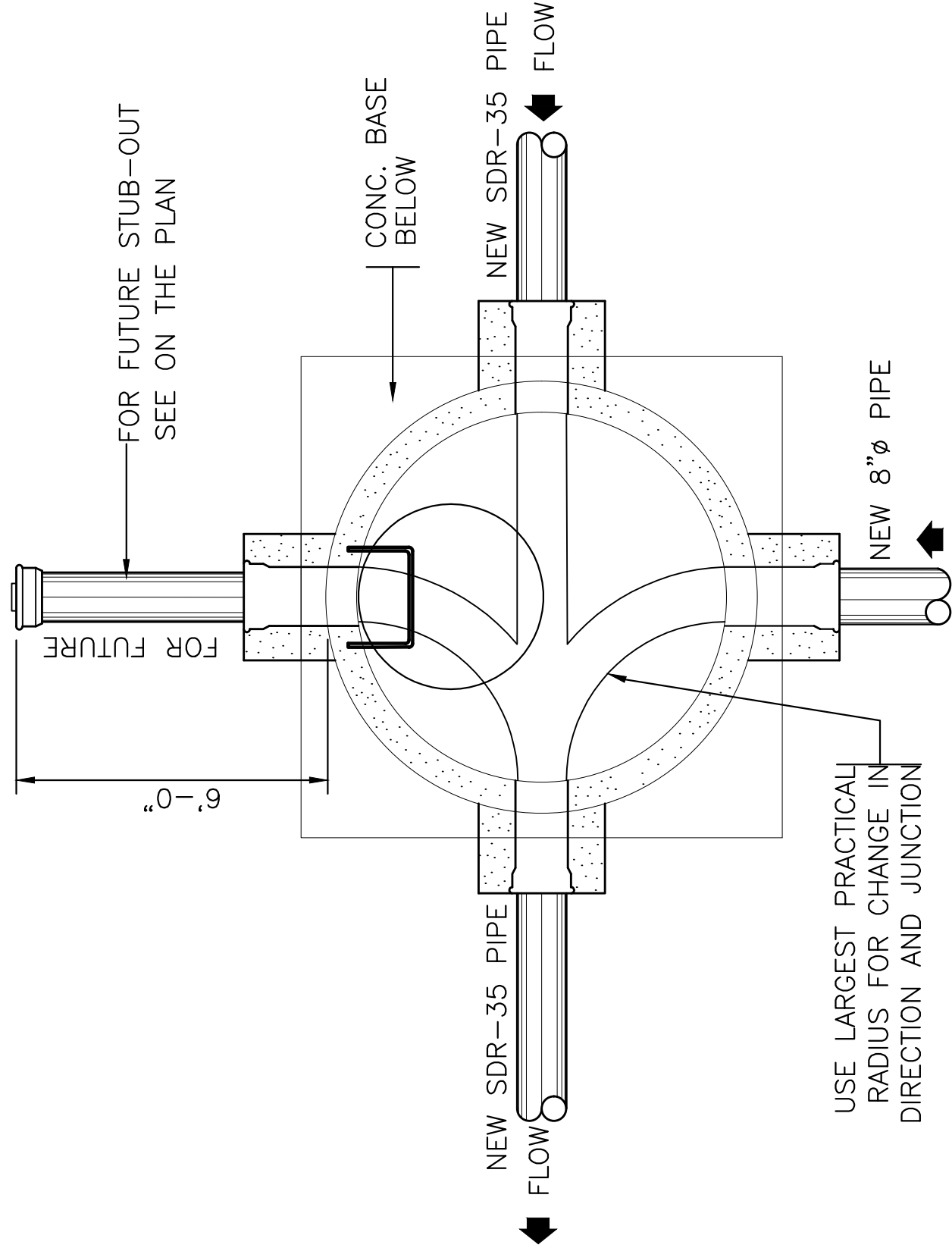


5 TYP. PIPE TRENCH DETAIL 1
C-2 NOT TO SCALE

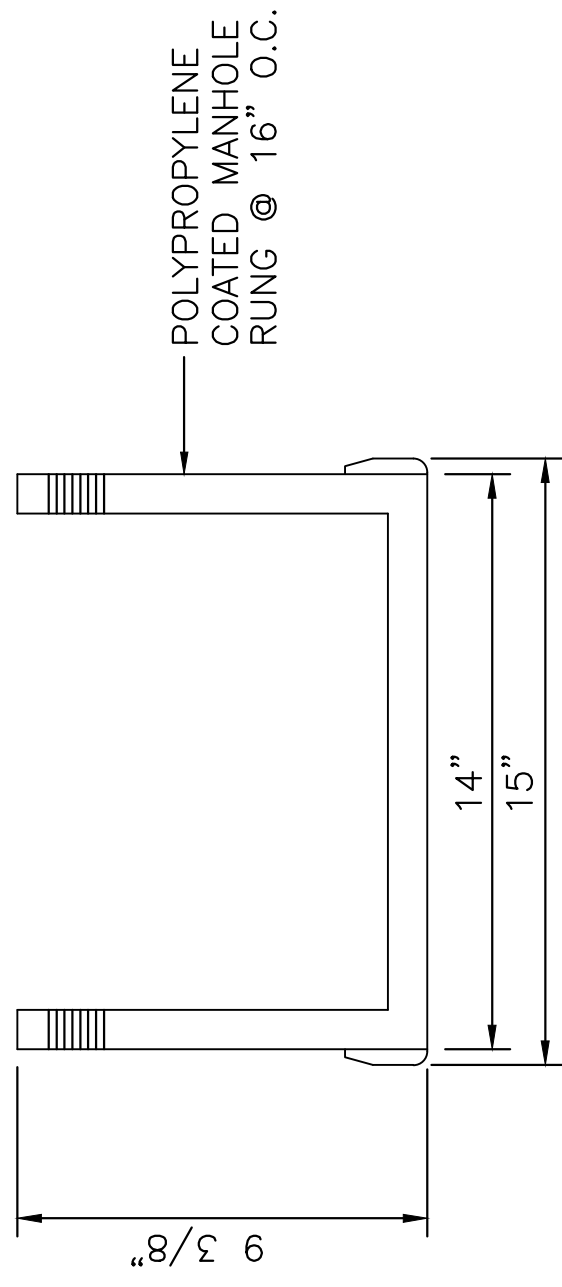


6 TYP. PIPE TRENCH DETAIL 2
C-2 NOT TO SCALE

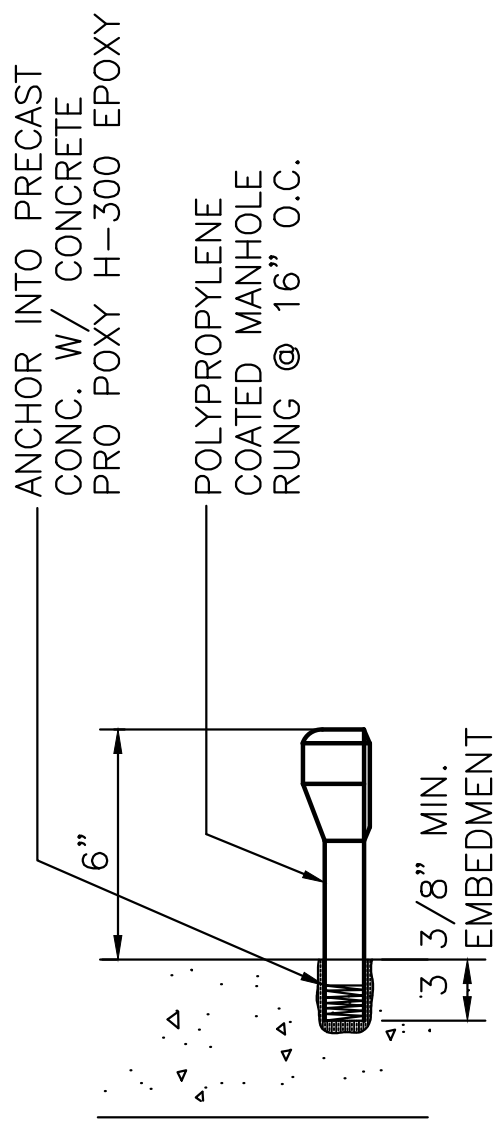
GRAPHIC SCALES		REVISION		DESCRIPTION		APPROVED		DATE	
COMMONWEALTH UTILITIES CORPORATION SAIPAN MP 96950									
DESIGNED: JP/DF		DRAWN: JP/DF		PROJECT TITLE:					
CHECKED: WK/LM		SUPERVISED: WK		OLEAI SEWERLINE REPLACEMENT PROJECT					
DENNIS FORMALEJO ENGINEER		DATE		CONTENT:					
LARRY T. MANACOP ACTING CHIEF ENGINEER		DATE		ROAD CONSTRUCTION TRAFFIC PLAN, AND MISCELLANEOUS DETAILS					
SIGNATURE		DATE		C-2		CUC		DATE	
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.		EXECUTIVE DIRECTOR		CODE NO.		AS SHOWN		SHEET 4 OF 6	



1A PLAN



3A PLAN



3B SECTION

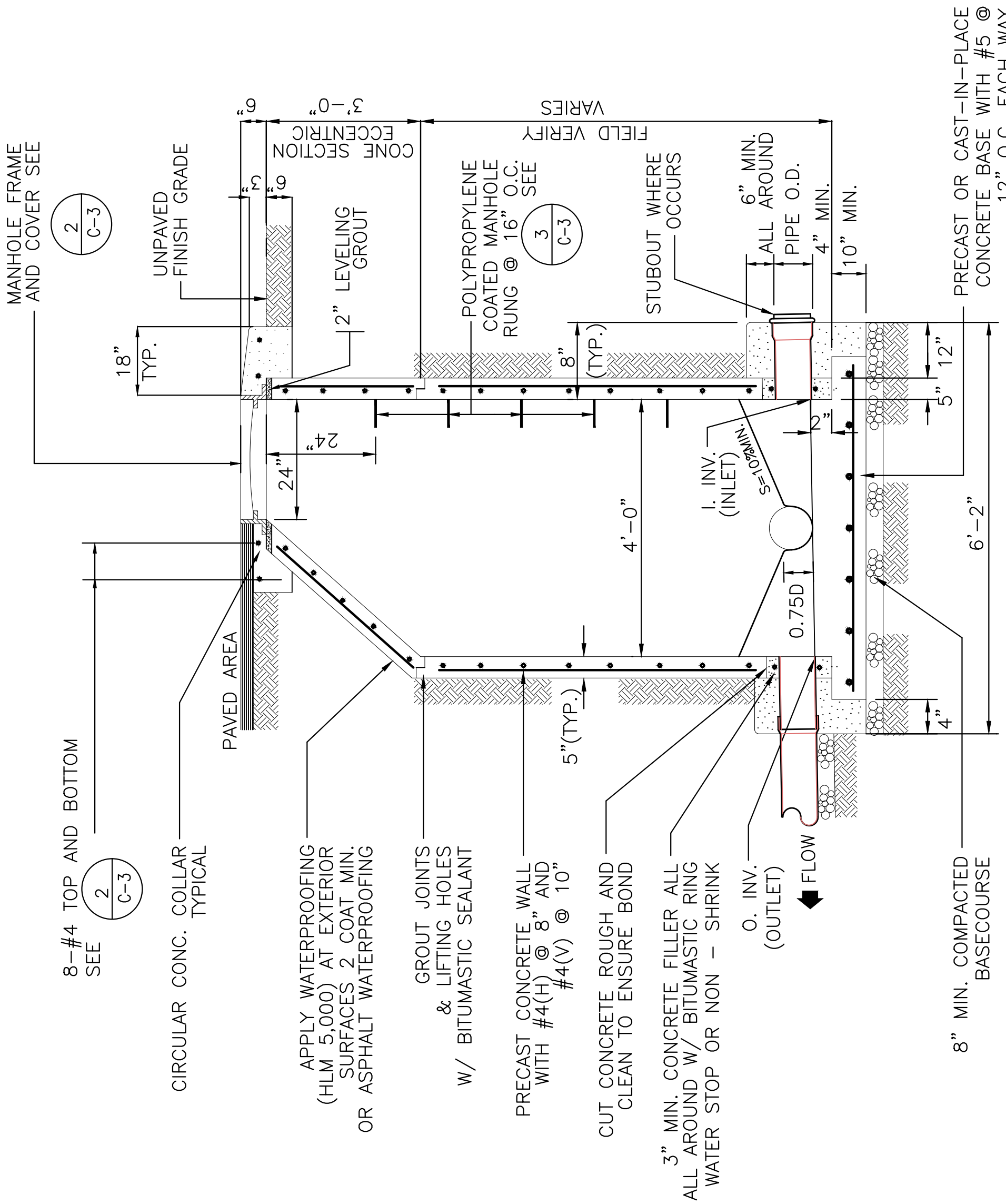
3 MANHOLE RUNG DETAIL

C-3

NOT

TO

SCALE



2B MANHOLE SECTION

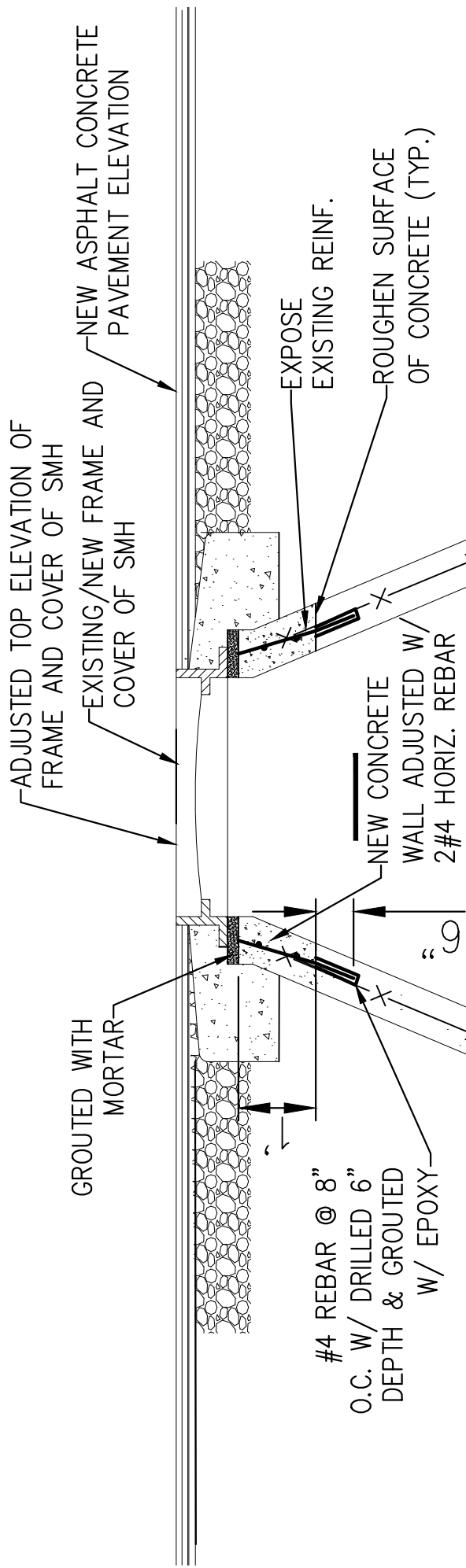
1 SEWER MANHOLE DETAIL

C-3

NOT

TO

SCALE



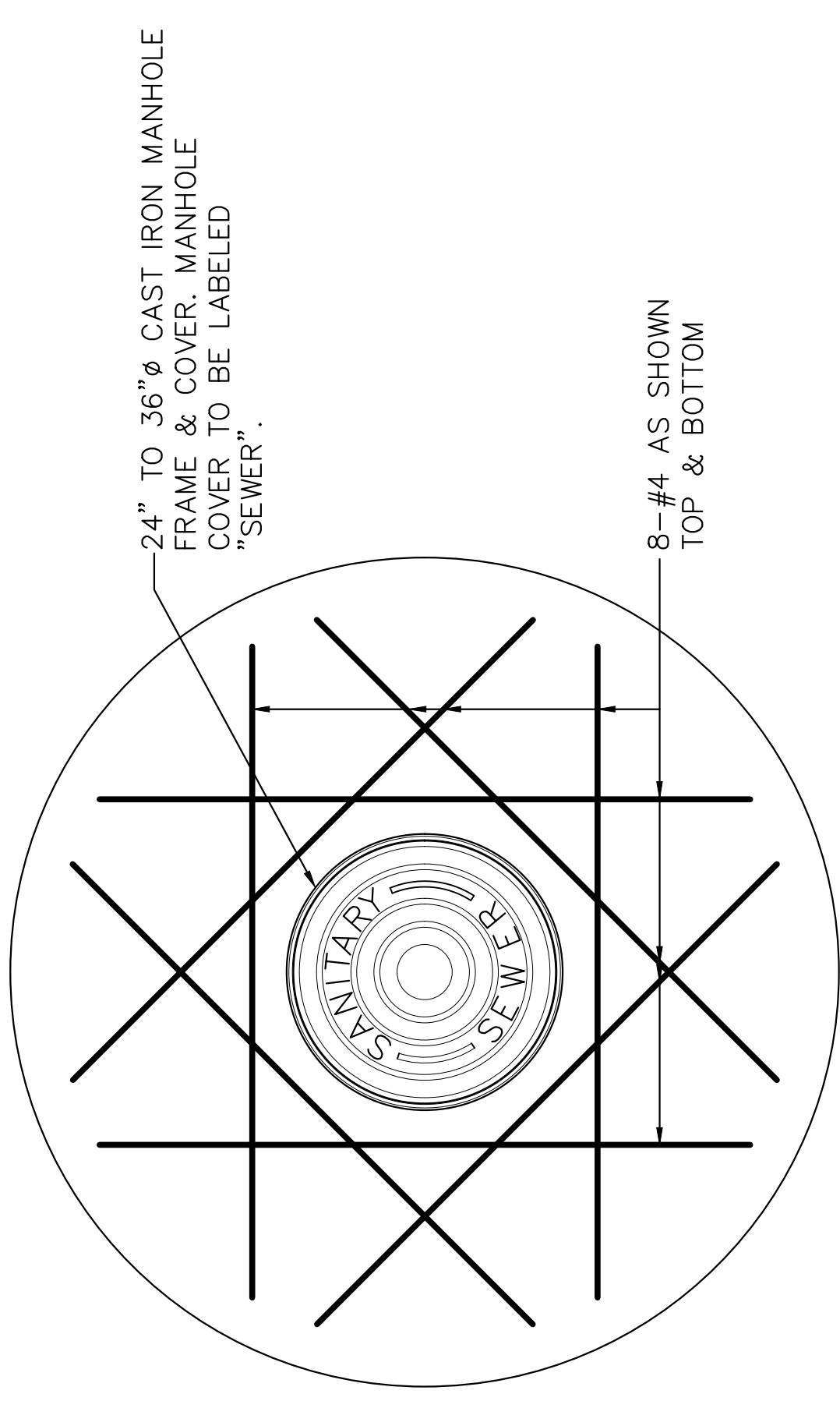
4 SMH TOP COVER ADJUSTMENT DETAIL

C-3

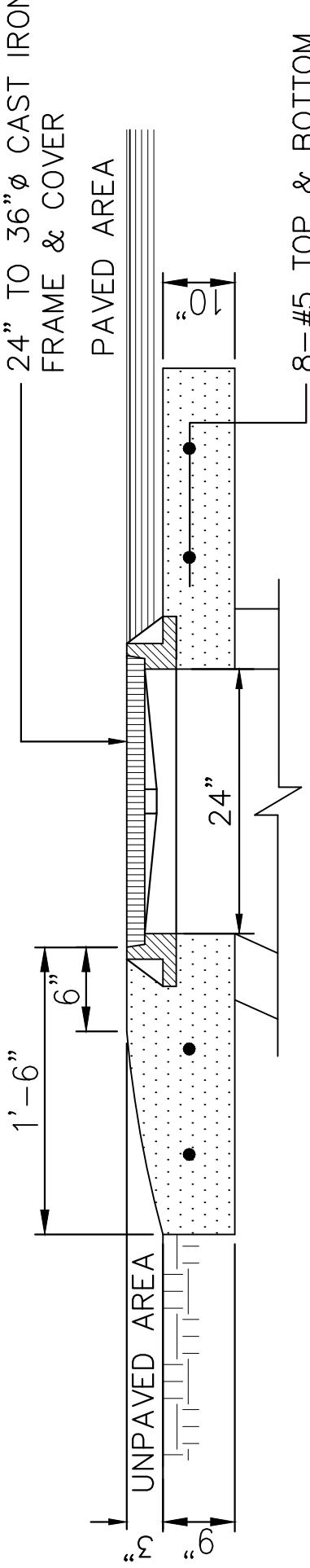
NOT

TO

SCALE



2A PLAN



2B SECTION

2 MANHOLE FRAME & COVER DETAIL

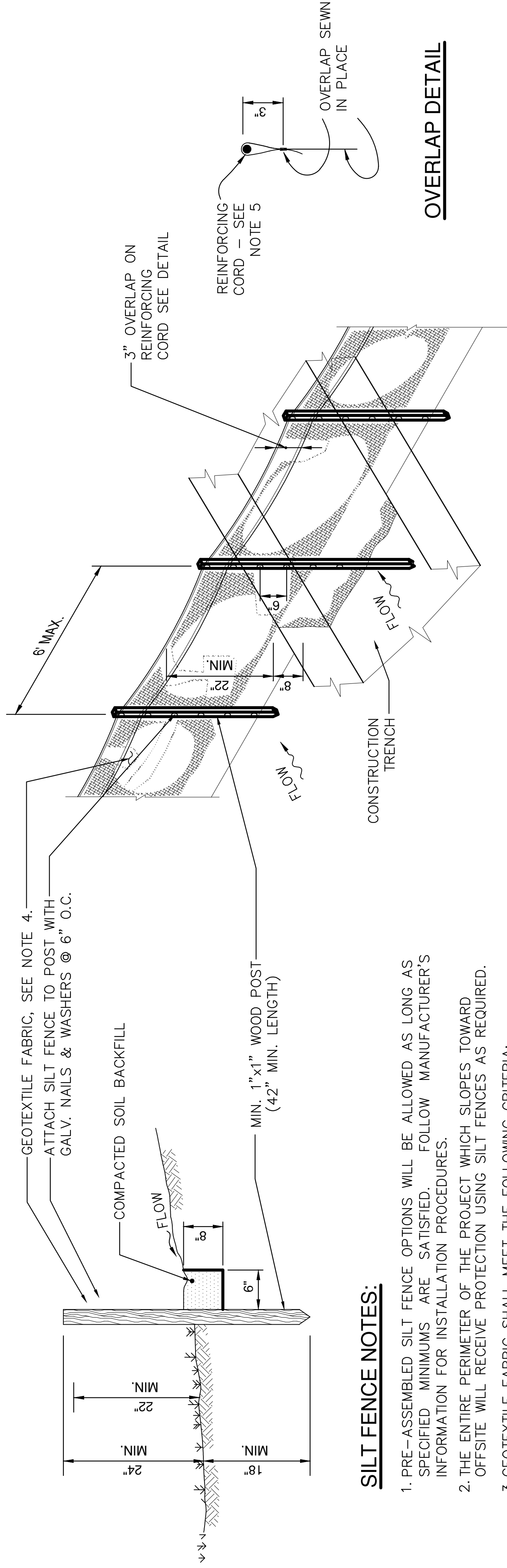
C-3

NOT

TO

SCALE

GRAPHIC SCALES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
----------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



SILT FENCE NOTES:

- PRE-ASSEMBLED SILT FENCE OPTIONS WILL BE ALLOWED AS LONG AS SPECIFIED MINIMUMS ARE SATISFIED. FOLLOW MANUFACTURER'S INFORMATION FOR INSTALLATION PROCEDURES.
- THE ENTIRE PERIMETER OF THE PROJECT WHICH SLOPES TOWARD OFFSITE WILL RECEIVE PROTECTION USING SILT FENCES AS REQUIRED.
- GEOTEXTILE FABRIC SHALL MEET THE FOLLOWING CRITERIA:
 - GRAB TENSILE STRENGTH 100 lbs. (min.)
 - MULLEN BURST 250 psi (min.)
 - EQUIVALENT OPENING SIZE SHALL BE SMALLER THAN OR EQUAL TO A STD. #80 SIEVE.
 - MATERIAL SHALL BE SUITABLE FOR LONG TERM EXPOSURE TO SUNLIGHT.
- REINFORCING CORD SHALL HAVE A MIN. TENSILE STRENGTH OF 500 lbs.

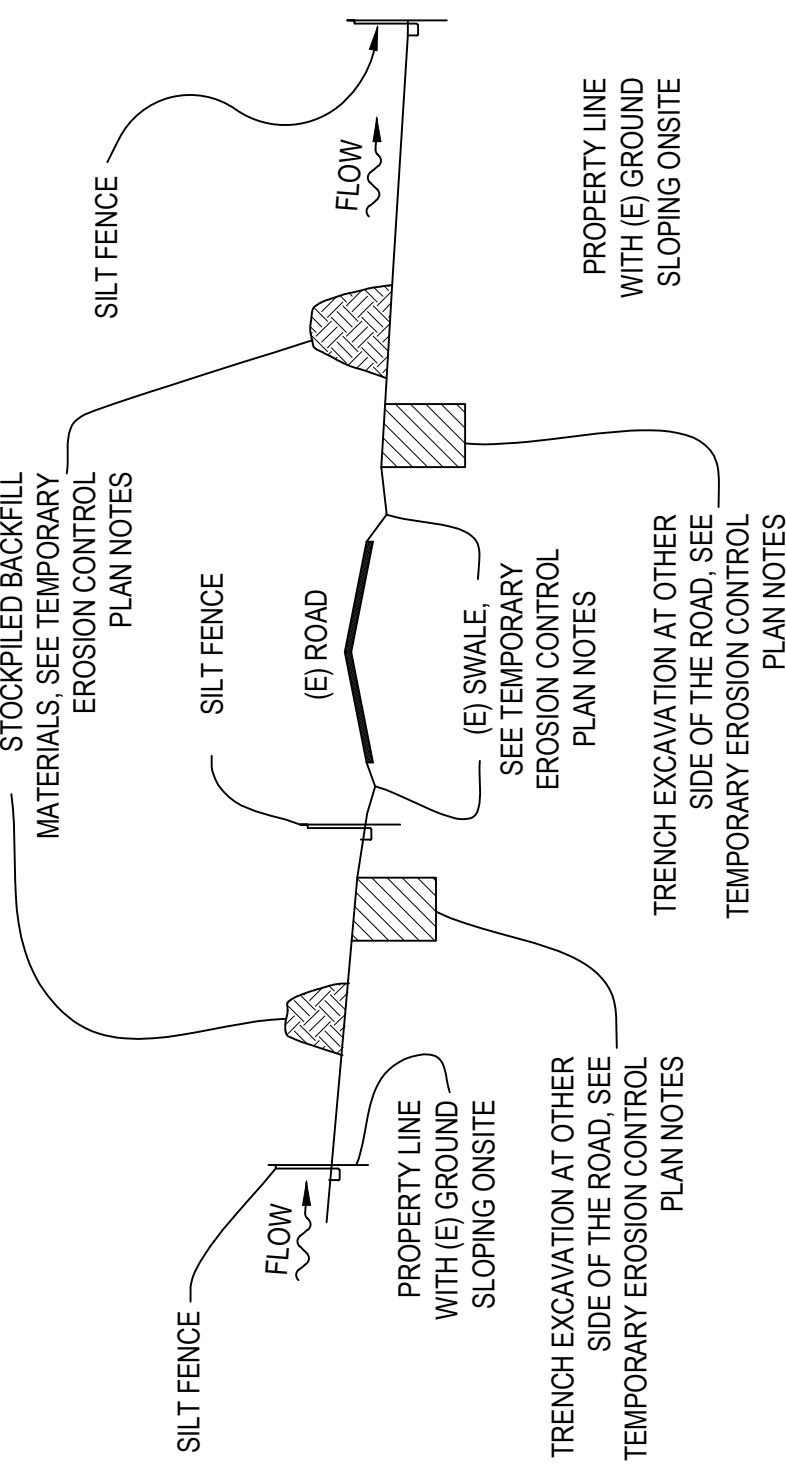
STANDARD SILT FENCE

1 TEMPORARY EROSION CONTROL INSTALLATION

C-4 N.T.S.

EROSION CONTROL NOTES:

- Construct and maintain erosion controls on and around soil stockpiles to prevent soil loss. Silt fence should surround soil stockpiles, and stockpiles should be seeded with an appropriate grass species for erosion control if the stockpile is to remain for a period greater than 14 days.
- Obtain permission from DEQ prior to opening material staging or stockpile areas. Do not locate soil stockpiles in sloped areas or areas that may be subject to concentrated flows of runoff during storm events, such as gutters, swales, natural drainageways, or erosion gullies.
- All materials suitable for use as backfill be piled in an orderly manner a sufficient distance from the edge of trench to avoid overloading and to prevent sliding into the trench.
- Provide appropriate inlet protection measures as per the 2006 CNMI Stormwater Management Manual and 2009 Erosion and Sediment Control Field Guide, around existing drainage inlets for protection from sedimentation.
- Stockpiled materials shall be placed in areas where access to private driveways and through traffic on the public right-of-way are not impeded or obstructed.
- Stockpiled and excavated materials shall not be placed at any time in gutters or swales or any other areas that may be subject to concentrated flows of stormwater runoff.
- Stockpiled and excavated materials shall be removed from the site on a daily basis (with the exception of long term stockpiles properly protected from erosion at a DEQ-approved staging area).
- On the public rights-of-way, except with specific approval of the Owner's Representative, no more than 200 feet of open trench shall be excavated in advance of laying the pipe. Not more than 20 feet of excavated trench shall remain unbackfilled at the end of each day's work. The remainder of the trench shall be backfilled, initially compacted and opened to traffic.
- Backfilling compacting, and cleanup shall be accomplished as section of the pipe are installed. Traffic through the work area shall be impeded or obstructed as little as possible.
- Install erosion and sediment control measure such as silt fence, as necessary to prevent excessive sediment load and run-off into the adjoining areas.
- After installation, the adjoining ground surface and road shoulders shall be restored to their original grade and contours. In no case shall "berms" that may impede, channel, or otherwise alter the drainage patterns of runoff from nearby or properties be allowed to remain alongside the trench or road, unless as required as part of the approved erosion control plan.



ROAD & LOT SECTION

SLOPE STEEPNESS	MAXIMUM SPACE BETWEEN SILT FENCE OR J-HOOKS (ft)
2:1 (50%)	25
3:1 (33%)	50
4:1 (25%)	75
5:1 or flatter (20%)	100

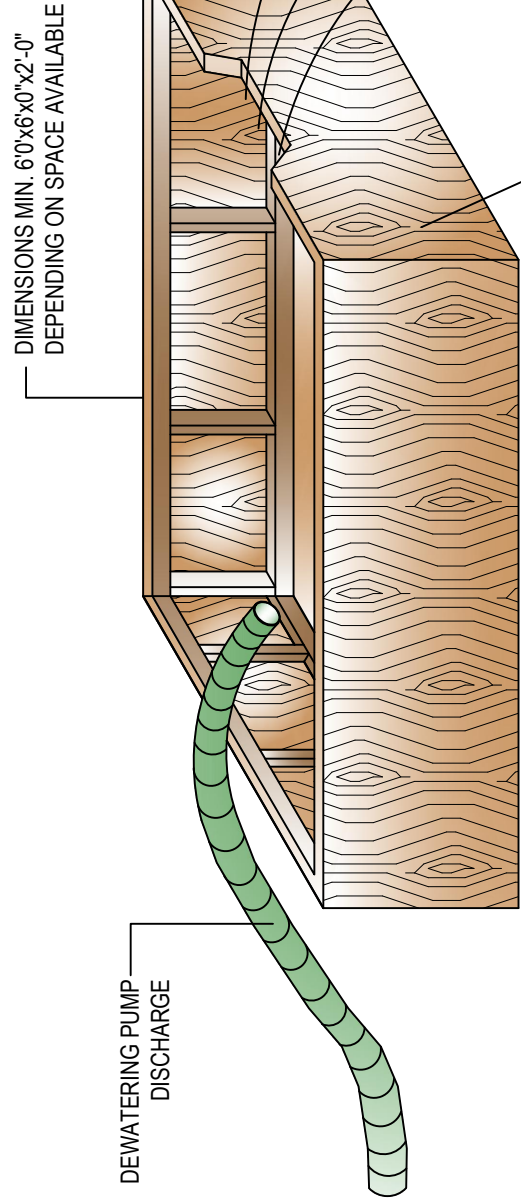
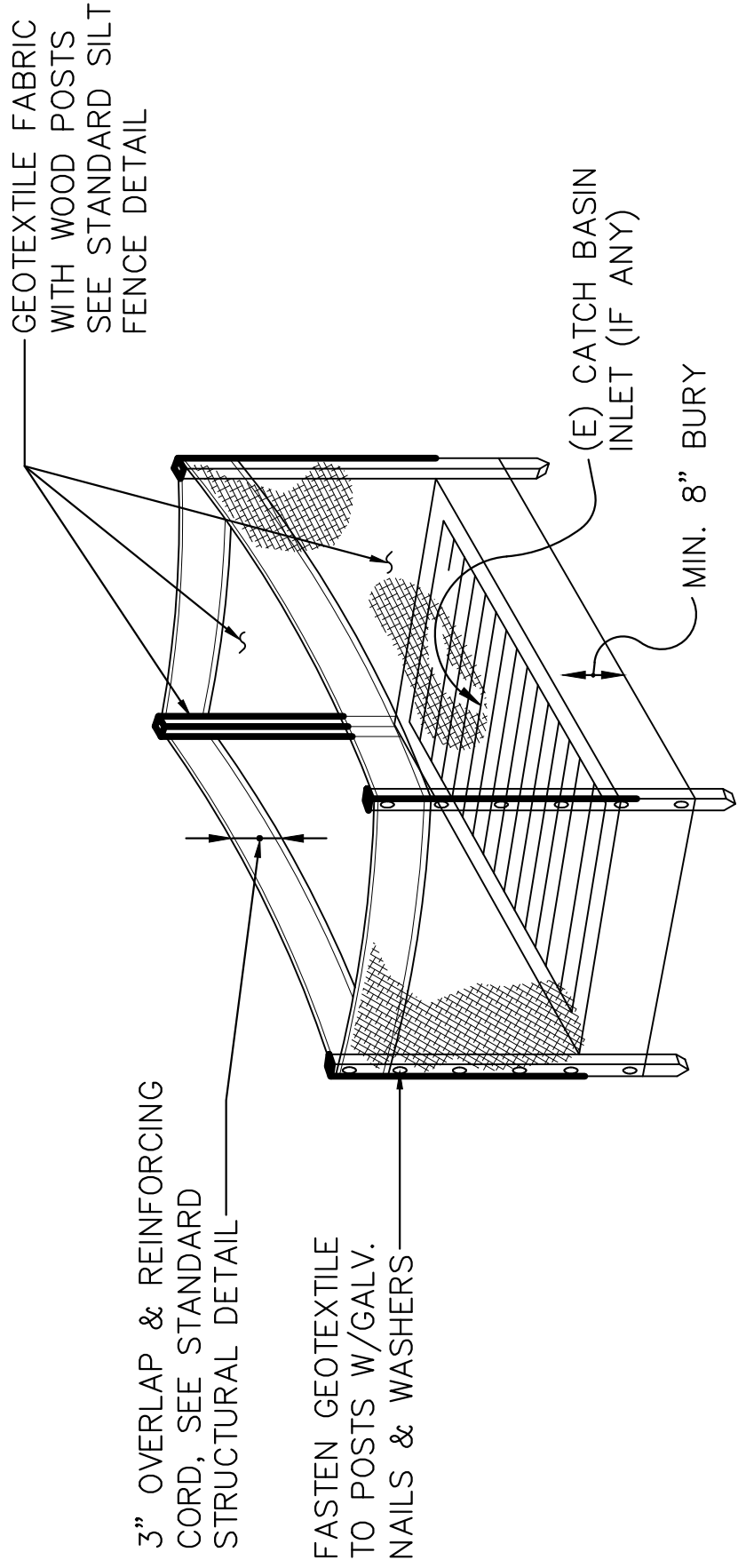
J-HOOK DETAIL



3 TEMPORARY EROSION CONTROL J-HOOK INSTALLATION

SCALE: NTS

CATCH BASIN INLET PROTECTION DETAIL



NOTE:
CONTRACTOR MUST ROUTINELY REMOVE ACCUMULATED
SEDIMENTS FROM BOX, OFTEN HOURLY.

4 SEDIMENTATION BOX

SCALE: NTS

G R A P H I C S C A L E S										
	REVISION	DESCRIPTION								APPROVED
	COMMONWEALTH UTILITIES CORPORATION									
	SAIPAN									
	DESIGNED: DF	DRAWN: DF	PROJECT TITLE:							
	CHECKED: WK/LM	SUPERVISED: WK	OLEAI SEWERLINE REPLACEMENT PROJECT							
	DENNIS FORMALEJO		CONTENT:							
	ENGINEER		TEMPORARY EROSION CONTROL INSTALLATION;							
	LARRY T. MANAGOP		EROSION CONTROL NOTES/DETAILS &							
	ACTING CHIEF ENGINEER		SEDIMENTATION BOX DETAIL.							
SIGNATURE	GARY CAMACHO		C-4	USING AGENCY: CUC		DATE				
	EXECUTIVE DIRECTOR		CODE NO.	SCALE: AS SHOWN		SHEET 6 OF 6				
			DATE							
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.										

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

Table of Contents	1 to 1
-------------------	--------

DIVISION 1 - GENERAL REQUIREMENTS

011100 Summary of work	1 to 3
012200 Measurement and Payment	1 to 3
012900 Payment Procedures	1 to 2
013000 Administrative Requirements	1 to 3
013300 Submittal Procedures	1 to 5
014000 Quality Requirements	1 to 2
014523 Testing and Inspecting Services	1 to 1
015000 Temporary Facilities and Controls	1 to 2
015600 Temporary Barriers and Enclosures	1 to 2
016000 Product Requirements	1 to 3
017000 Execution and Closeout Requirements	1 to 9
017113 Mobilization and Demobilization	1 to 1
017400 Cleaning and Waste Management	1 to 2

DIVISION 2 – SITE CONSTRUCTION

020000 Existing Conditions	1 to 2
020050 Existing Underground Structures	1 to 2
020539 Public Sanitary Sewers Systems	1 to 7
020820 Public Manholes and Structures	1 to 9
020952 Sewer and Manhole Testing	1 to 6
023015 Excavation, Trenching & Backfill for Pipelines	1 to 8
024100 Demolition	1 to 2
032000 Concrete Reinforcing	1 to 2
033000 Cast-in-Place Concrete	1 to 4
310513 Soils for Earthwork	1 to 3
310516 Aggregates for Earthwork	1 to 4
311000 Site Clearing	1 to 2
312513 Erosion and Sediments Controls	1 to 3
315000 Excavation Support and Protection	1 to 2
320101 Pavement Removal and Replacement	1 to 1
DPW Policy on Pavement Restoration	1 to 3

DIVISION 1- GENERAL REQUIREMENTS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Description:

1. The work consists of furnishing all labor, supervision, equipment and materials for the construction of various improvements within an area referred to as the **OLEAI SEWER LINE REPLACEMENT PROJECT**, Saipan, CNMI. This work includes, but is not limited to:
 - a. Replacement of sewer line and sewer manholes along Apengagh Avenue and Wishiira Way in the vicinity of Oleai village.
 - b. Installation and monitoring of temporary wastewater by-pass system;
 - c. Exploration work to identify all existing sewer service connection.
 - d. Re-connection of existing sewer service laterals to the new sewer line;
 - e. Restoration of existing asphalt concrete pavement;
 - f. Temporary Traffic control;
 - g. Temporary Soil Erosion Control.
 - h. Re-connection of new sewer line to existing manhole.
2. Construct all work in strict accordance with the Plans and Specifications and subject to the terms and conditions of the Contract.
3. Construction Method: Trenchless technologies such as pipe bursting and slip lining are permissible in lieu of open trench.

B. Location of the work:

1. Saipan, Commonwealth of Northern Mariana Islands.

C. Contractor's Responsibilities:

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. All utilities required for construction.
 - d. All other facilities and services necessary for proper execution and completion of work.
2. Pay legally required sales, consumer and use taxes.
3. Conform to the requirements of all permits.
4. Contractor is responsible to provide Erosion Control Plan as required in securing earth moving permit.
5. Contractor Provide CRM Minor Siting (if required), DEQ Earthmoving Permit renewal or extension, HPO Clearance, DPW Building Permit and DPW Road Cutting Permit. Secure and pay for any other permits as necessary for proper execution and completion of the work, applicable permits and licenses.

6. In performance of the Contract, the Contractor shall comply with the applicable provisions of the U.S. Occupational Safety and Health Act (OSHA), and shall take all precautions necessary to protect persons and property, including, but not limited to, providing, erecting, and maintaining all necessary barricades, suitable and sufficient red lights, danger signals, and signs. Roads subject to interference by the work shall be kept open or suitable detours shall be provided and maintained by the Contractor.
7. Give required notices.
8. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of the work.
9. Promptly submit written notice to Engineer of observed variance of contract documents from legal requirements.
10. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.
11. The Contractor is responsible for keeping an updated set of plans with all changes from the original plans at the job site. The final set of as-builts shall be clearly marked and turned over at least 10 working days prior to final inspection and acceptance of the project

1.2 CONTRACTS

- A. All work is contained in this contract. The limits of work are shown in the Plans. It will be the Contractor's responsibility to coordinate their activities to resolve conflicts.

1.3 WORK SEQUENCE

- A. The first order of business is submission of submittals and a schedule for completing the work. See General Conditions, Paragraph 13. Complete submittals for all items to be incorporated into the work shall be made within thirty (30) calendar days after the receipt of Notice to Proceed to provide all required time for reviews, securing approvals, for possible revision, and resubmittal, and for placing orders, securing delivery and installations.
- B. The Contractor will be required to coordinate scheduling with the Owner to ensure a minimum of interruption to existing pedestrian and vehicular traffic on project site.
- C. The Contractor shall install wastewater temporary by-pass system first in order not to disrupt daily operation of sewer discharge.
- D. The completion of the all work must be completed within time specified in the Instructions to Bidders.
- E. The work contained herein must be carried out such that the existing facilities are always in operation.

1.4 UTILITIES

- A. Contractor shall pay for and have provided all temporary power, water, and telephone as required for construction of this work.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow use by CUC crews such that 'normal' activities can be maintained.
- B. Confine operations at site to areas permitted by:
 1. Permits

2. Contract Documents

- C. Do not encumber site with materials or equipment.
- D. Do not load structure or roadway with weight that will endanger or render unusable any structures or roadways.
- E. Assume full responsibility for protection and safekeeping of products stored on premises.
- F. Move any stored products that interfere with operations of Owner or other Contractors.
- G. Obtain and pay for use of additional storage of work area for operations.

1.6 NO WASTEWATER SHUTDOWN IS PERMISSIBLE

- A. If there are wastewater backflows onto private surfaces, private residences, or other CUC customers, that are a result of contractor's scheduling or negligence, the Contractor will be responsible to repair any and all damages.

1.7 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01 22 00
MEASURE AND PAYMENT

PART 1 - GENERAL

1.1 GENERAL

A. Units of measurement shall be in accordance with U.S. Standard Measures.

1.2 BID SCHEDULE

A. The Bid Schedule shall be used for determining progress pay estimates.

1.3 MEASUREMENT AND PAYMENT ITEMS

A. The measurement and payment shall be based on the following. Payments shall be inclusive of all costs associated with permitting and compliance with relevant CNMI and federal laws and regulations pertaining to the work described:

I. BASE BID (APENGAGH AVENUE AND WISCHIRA WAY)

1. Mobilization/Demobilization: Measurement and payment for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, tools and equipment, surveying, transportation and all other items required to mobilize to the site and demobilize from the site, installation of project sign, including permits fees, bonding costs and final clean-up.
2. 12-inch Gravity Sewer Line: Measurement and payment for this item shall be made based on the number of linear feet installed. Payment shall include full compensation for excavation, pipe bedding and backfill (exclusive of flowable fill), dewatering as necessary, compaction, testing, excavation protection and installation of 12-inch PVC sewer line including all materials, labor, tools and equipment, transportation and all other items required for a complete and operational system.
3. 10-inch Gravity Sewer Line: Measurement and payment for this item shall be made based on the number of linear feet installed. Payment shall include full compensation for excavation, pipe bedding and backfill (exclusive of flowable fill), dewatering as necessary, compaction, testing, excavation protection and installation of 10-inch PVC sewer line including all materials, labor, tools and equipment, transportation and all other items required for a complete and operational system.
4. Installation of New Sewer Manhole (SM) 4-foot Diameter: Measurement and Payment for this item shall be made based on the number manholes installed. Payment shall include full compensation for installing new 4-foot diameter sewer manhole, excavation protection, dewatering, testing and all materials, labor, tools, and equipment, and all other items necessary for a complete and operational installation, complete as shown on the Plans as specified
5. 6-inch Service Lateral Connection: Measurement and payment for this item shall be made based on the number of connections made. Payment shall include full compensation for connection of existing 4" service lateral to the new sewer line, tapping the main, connecting the service line to the wye, including exploring location of existing laterals, all materials, labor, tools and equipment, and all other items and services needed for a complete and operational connection.
6. Connection of New Sewer Line to Existing Manholes at Oleai Street and Wischira Way: Measurement and payment for this item shall be made on a number of connection. Payment shall include full compensation for connection of the new 12-inch diameter Gravity Sewer Line to Existing Sewer Manhole at Oleai Street, and the new 10-inch

Gravity Sewer Line to the Existing Sewer Manhole at Wischira Way including all materials, labor, tools and equipment, and all other items necessary for a complete and operational connection, complete as shown on the Plans and as specified.

7. Low Pressure and Mandrel testing for the New Sewer Line: Measurement and payment for this item shall be made on a lump sum basis. Payment shall include full compensation for the low pressure and mandrel testing of the 12-inch diameter Gravity Sewer Line and new 10-inch Gravity Sewer Line including all materials, labor, tools and equipment, and all other items necessary for a complete and operational connection, complete as shown on the Plans and as specified.
8. Wastewater Temporary By-Pass System: Measurement and payment for this item shall be made on a lump sum basis. Payment shall include full compensation for installation and monitoring of temporary by-pass system during construction including bypass pumping of wastewater between manholes during the construction, installation of temporary by-pass line connecting all existing service laterals, plugs, pipes and fittings all materials, labor, tools and equipment, and all other items needed for complete bypass pumping system. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with BECQ regulations. The portion of this Bid Item paid with progress payments shall be commensurate with the progress of work completed.
9. Asphalt Paving/Road Restoration: Measurement and payment for this item shall be made based on the number of square yards, measured in place, of restoration made, up to the limits delineated in the construction drawings. Payment shall include full compensation for restoring existing roadway asphalt concrete pavement including cutting existing pavement, tack coat asphalt, compaction, testing, all materials, labor, tools and equipment, and all other items needed for a complete and operational restoration. Payment shall not be made for square yardage which exceeds the limits delineated in the construction drawings, eg. the maximum pavement restoration width shown.
10. Flowable Fill: Measurement and payment for this item shall be made based on the volume (in cubic yards) of material installed, up to the limits delineated in the construction drawings. Payment shall include full compensation for flowable fill installed including all materials, labor, tools and equipment, and all other items needed for a complete installation. Payment shall not be made for volume which exceeds the limits delineated in the construction drawings, eg. the maximum excavation width shown. Only where authorized by Project Engineer.
11. Temporary Soil Erosion Control: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for installing, adjusting and relocating silt fencing, temporary dikes, swales, interceptor channels, erosion control blankets, temporary seeding, and related improvements necessary for the Contractor to comply with DEQ Earthmoving and Erosion Control Regulations and the project's permit including all materials, labor, tools and equipment, and all other items needed for a complete and operational installation. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with DEQ and the Earthmoving and Erosion Control Permit.
12. Temporary Traffic Control: Measurement and payment for this item shall be on lump sum basis. Payment shall include full compensation for installing temporary traffic signs, devices, temporary detour and other related measures including all materials, labor, tools and equipment, and all other items needed for a complete and operational installation. The Contractor shall make their own determination as to what additional measures may be required for their operations to comply with DPW traffic regulations.
13. Archaeological Monitoring: Measurement and payment for this item shall be made based on the lump sum basis. Payment shall include full compensation for archaeological monitoring, burial excavations, cataloging, data interpretation, and report preparation

including all materials, labor, tools and equipment, and all other items needed for a complete archaeological monitoring.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. This Section specifies administrative and procedural requirements relative to a certified Application for Payment.
 - 1. Coordinate the certified Schedule of Values and certified Application for Payment with, but not limited to, the Construction Schedule, submittal log, and list of Subcontractors.

1.2 RELATED SECTIONS:

- A. Section 01 22 00: Measurement and Payment
- B. Section 01 70 00: Execution and Closeout Requirements

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION

3.1 APPLICATION FOR PAYMENT

- A. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by Owner's Representative, paid by the Owner.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Times: The period of Work covered by each Application for Payment is the payment date for each progress payment as specified in the General Conditions. The period covered by each Application for Payment shall be no less than one month.
- D. Payment Application Forms: Use Owner provided forms for the Application for Payment.
- E. Application Preparation: Complete every entry on the form. Include execution by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications may be returned without action.
- F. Transmittal: Submit a minimum of two (2) notarized and signed, original copies of each certified Application for Payment to the Owner's Representative. All copies shall be complete, including releases, certified payroll and similar attachments.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to Owner's Representative.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal for the first certified Application for Payment include, but are not limited to, the following:
 - 1. Submit Schedule of Values within 20-days after receipt of Notice to Proceed. The schedule of values shall include cost breakdown for all lump sum item and serve as the basis for progress payment.

2. Performance and payment bonds. List of principal suppliers and fabricators.
 3. Worker Compensation certificates, if applicable.
 4. Auto Insurance, if applicable.
 5. Hazardous Material Insurance Certificates, if applicable.
 6. Construction Schedule
 7. Submittal Schedule
 8. Emergency Contact List
 9. Copies of authorizations, licenses and permits from governing authorities for performance of the Work
- H. Application for Payment at Substantial Completion: Following Owner's Representative issuance of the certificate of Substantial Completion, submit an Application for Payment:
1. Administrative actions, submittals and/or Work that shall precede or coincide with this application include:
 - a. Removal of temporary facilities, signs and services.
 - b. Testing, adjusting and balance records.
 - c. Removal of surplus materials, rubbish, and similar elements.
 - d. Start-up performance reports.
 - e. Owner training and orientations.
 - f. Change over information related to Owner occupancy, use, operation, and maintenance.
 - g. Final cleaning.
 - h. Ensure that incomplete Work will be completed without undue delay.
 - i. Notice on shifting insurance coverage.
 - j. List of defective Work, recognized as exceptions to certificate of Substantial Completion.
 - k. Change of door locks to Owner system.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited to, the following:
1. Completion of Contract Closeout requirements.
 2. Project record documents.
 3. Completion of final punch list items.
 4. Delivery of extra materials, products and or stock.
 5. Identification of unsettled claims.
 6. Proof that taxes, fees, and similar obligations are paid.
 7. Operating and maintenance instruction manuals.
 8. Consent of surety to final payment.
 9. Waivers and releases.
 10. Warranties, guarantees and maintenance agreements.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Pre-installation meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion for occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, and Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.

2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, list of products, and progress schedule.
 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two 2 days after meeting to participants, with two 2 copies to Owner, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

- A. If decided during the preconstruction meeting a site mobilization meeting will be held.
- B. Owner will schedule meeting at Project site prior to Contractor occupancy.
- C. Attendance Required: Owner, Special Consultants, and Contractor, Contractor's Superintendent, and major Subcontractors.
- D. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and layout.
 6. Security and housekeeping procedures.
 7. Procedures for testing.
 8. Procedures for maintaining record documents.
 9. Requirements for start-up of equipment.
 10. Inspection and acceptance of equipment put into service during construction period.
- E. Record minutes and distribute copies within two 2 days after meeting to participants, with two 2 copies to Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittals schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

- E. Record minutes and distribute copies within two 2 days after meeting to participants, with two 2 copies to Owner, and those affected by decisions made.

1.6 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Engineer four 4 days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 1. Review conditions of installation, preparation and installation procedures.
 2. Review coordination with related work.
- E. Record minutes and distribute copies within two 2 days after meeting to participants, with two 2 copies to Owner, and those affected by decisions

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1. SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work, including but not limited to; Shop Drawings, Product Data, Samples, material lists, and quality control items as required by the Contract Documents.
- B. Wherever possible, throughout the Contract Documents, the minimum acceptable quality of workmanship and products has been defined by the name and catalog number of a manufacturer and by reference of recognized industry standards.
- C. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for submittal of design data and for its review by Owner's Representative and others.

1.2. RELATED SECTIONS

- A. Section 01 22 00: Payment Procedures
- B. Section 01 50 00: Temporary Facilities and Controls
- C. Section 01 60 00: Product Requirements
- D. Section 01 70 00: Execution and Closeout Requirements

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION

3.1. PROCEDURES

- A. Contractor shall package each submittal appropriately for transmittal and handling. Contractor shall transmit each submittal to the Owner's Representative. Owner's Representative will not accept submittals received from sources other than the Contractor.
- B. After review, Owner's Representative will transmit submittals to Contractor and others as required. Installation of materials requiring submittal approval shall not commence until reviewed and approved submittals are transmitted to Contractor.
- C. Contractor shall clearly identify any deviations from the Contract Documents on each submittal. Any deviation not noted, even though stamped reviewed, is not acceptable.
- D. Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities requiring sequential activity.
- E. Timing of Submittals:
 - 1. Contractor shall submit to the Owner's Representative, those Shop Drawings, Product Data, diagrams, materials lists, Samples and other submittals required by the Contract Documents.
 - 2. The schedule of submittals shall provide adequate time between submittals in order to allow for proper review without negative impact to the Construction Schedule.

3. Schedule of submittals shall be related to Work progress, and shall be so organized as to allow sufficient time for transmitting, reviewing, corrections, resubmission, and re-reviewing.
 4. Contractor shall coordinate submittal of related items. Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received by Owner's Representative.
 5. Contractor shall revise, update and submit submittal schedule to Owner's Representative on the first of each month, or as required by Owner's Representative.
 6. Contractor shall allow in the Construction Schedule, at least twenty (20) calendar days for Owner's Representative review following Owner's Representative receipt of material submittals. For design submittals mechanical, plumbing, electrical, and other submittals requiring joint review with Owner's Representative, Contractor shall allow a minimum of twenty five (25) calendar days following Owner's Representative receipt of submittal.
 7. No adjustments to the Contract Time and/or Milestones will be authorized because of a failure to transmit submittals to Owner's Representative sufficiently in advance of the Work to permit review and processing.
 8. In case of product substitution, Shop Drawing preparation shall not commence until such time Owner's Representative reviews said submittal relative to the General Conditions.
- F. If required, resubmit submittals in a timely manner. Resubmit as specified for initial submittal but identify as such. Review times for re-submitted items shall be as per the time frames for initial submittal review.
- G. Shop drawing preparation shall not commence until such time as Contractor receives Product Data approval.
- H. Owner's Representative, or authorized agent, will stamp each submittal with a uniform, action stamp. Owner's Representative, or authorized agent, will mark the stamp appropriately to indicate the action taken, as follows:
1. Approved: When Owner's Representative, or authorized agent, marks a submittal "Approved", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on compliance.
 2. Approved With Restrictions: When Owner's Representative, or authorized agent, marks a submittal "Approved With Restrictions", the Work covered by the submittal may proceed provided it complies with restrictions, notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on compliance.
 3. Rejected: When Owner's Representative, or authorized agent, marks a submittal "Rejected", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat as necessary to obtain different action mark. In case of multiple submittals covering same items of Work, Contractor is responsible for any time delays, schedule disruptions, out of sequence Work, or additional costs due to multiple submissions of the same submittal item. Do not use, or allow others to use, submittals marked "Rejected" at the Project site or elsewhere where Work is in progress.

3.2. SHOP DRAWINGS

- A. Shop Drawings are original drawings prepared by Contractor, Subcontractor, supplier, or distributor illustrating some portion of Work by showing fabrication, layout, setting, or erection details. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
- B. Produce Shop Drawings to an accurate scale that is large enough to indicate all pertinent features and methods. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 x 11 inches but no larger than 24 x 36 inches.
- C. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- D. Provide a space of approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record Contractor and Owner's Representative review, and the action taken. Include the following information on the label for processing and recording action taken:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Owner's Representative.
 - 4. Name and address of Contractor.
 - 5. Name and address of Subcontractor.
 - 6. Name and address of supplier.
 - 7. Name and address of manufacturer.
 - 8. Name and title of appropriate Specification Section.
 - 9. Drawing number and detail references, as appropriate.
- E. Unless otherwise agreed to or indicated in individual Specification Sections, submit a sufficient number to allow for adequate Contractor, Subcontractor, supplier, manufacturer and fabricators distribution plus two sets to be retained by Owner's Representative.
- F. Electronic files will not be provided by the Owner.
- G. Reproduction of the Contract Documents as a submittal is not allowed.

3.3. PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of Work or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, wiring diagrams, schedules, illustrations, or performance curves.
 - 1. Mark each copy to show or delineate pertinent materials, products, models, applicable choices, or options. Where Product Data includes information on

several products that are not required, clearly mark copies to indicate the applicable information. Include the following information:

- a. Manufacturer's printed recommendations.
- b. Compliance with trade association standards.
- c. Compliance with recognized testing agency standards.
- d. Application of testing agency labels and seals.
- e. Notation of dimensions verified by field measurement.
- f. Notation of coordination requirements.
- g. Notation of dimensions and required clearances.
- h. Indicate performance characteristics and capacities.
- i. Indicate wiring diagrams and controls.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Required Copies and Distribution: Same as denoted in sub-section 3.2, E.

3.4. SAMPLES

A. Procedure:

1. Submit Samples of sufficient size, quantity, cured and finished and physically identical to the proposed product or material. Samples include partial or full sections or range of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches denoting color, texture, and/or pattern.
 - a. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:
 - 1) Specification Section number and reference.
 - 2) Generic description of the Sample.
 - 3) Sampling source.
 - 4) Product name or name of manufacturer.
 - 5) Compliance with recognized standards.
 - 6) Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variations in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show the approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, assembly details, connections, operation, and similar construction characteristics.
 - c. Refer to other sections for Samples to be returned to Contractor for incorporation into the Work. Such Samples must be undamaged at time of installation. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise not designated as Owner property, remain the property of Contractor and shall be removed from the Project site prior to Substantial Completion.
3. Color and Pattern: Whenever a choice of color or pattern is available in a specified product, submit accurate color chips and pattern charts to Owner's Representative for review and selection.
4. Number Required: Submit three (3) samples of each item. Two will be returned to Contractor with one to Owner's Representative.

- B. When specified, erect field Samples and mock-ups at the Project site to illustrate products, materials, or workmanship and to establish standards by which completed Work shall be judged.
- C. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of the Work. Sample sets may be used to obtain final acceptance of the Work associated with each set.

3.5. QUALITY CONTROL SUBMITTALS

- A. Prior to start of Work, Contractor shall submit lists of material submittals, design submittals and sample requirements.
- B. Submit quality control submittals, including design data, certifications, manufacturer's field reports, and other quality control submittals as required under other sections of the Contract Documents.
- C. When other sections of the Contract Documents require manufacturer's certification of a product, material, and/or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
- D. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the represented company.
- E. Requirements for submittal of inspection and test reports are specified in other sections of the Contract Documents.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Manufacturers' field services.
- E. Examination.
- F. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product Specification Sections.

- D. When specified reference standards conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- E. Neither contractual relationships, duties nor responsibilities of parties in Contract nor those of Owner's Representative shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Owner's Representative 30 days in advance of required observations. Observer subject to approval of Owner's Representative.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 45 23
TESTING AND INSPECTING SERVICES

PART 1 - GENERAL

1.1 TESTS

- A. Prior to start of Work, Contractor shall submit list of test requirements.
- B. Contractor shall notify the Owner and Testing Laboratory a sufficient time in advance of the manufacture of material to be supplied to him under the Contract Documents, which must by terms of the Contract be tested, in order that the Testing Laboratory may arrange for the testing of same at the source of supply.
- C. Material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from the Owner that such testing and inspection will not be required, shall not be incorporated in the work.
- D. The Owner may select additional tests other than those outlined in these Specifications. The Contractor will be reimbursed for any additional testing costs not defined in the Specifications.

1.2 TEST REPORTS

- A. Two copies of each test report will be forwarded to the Owner by the Testing Laboratory. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Test reports will show the specified design strength. They will also state definitely whether or not the material or materials tested comply with requirements.

1.3 OWNER'S INSPECTOR

- A. The work of construction in all stages of progress will be subject to the personal continuous observation of the inspector. He shall have free access to any or all parts of the work at any time. Furnish the inspector reasonable facilities for obtaining such information as necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

1.4 SPECIFIC TESTS AND INSPECTIONS

- A. Applicable tests and inspections noted below will be required to the extent that the work represented thereby is required by the Contract.
 - 1. Concrete
 - 2. Compaction tests
 - 3. Hydrostatic Testing
 - 4. Gravity Sewer Testing

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section covers the work necessary to move in personnel and equipment, set up offices, and related facilities necessary to prepare the work area for construction. Temporary facilities and controls required for this work include, but are not necessarily limited to:

1. Temporary utilities such as water, electricity, and telephone;
2. Sanitary facilities.

1.2 PRODUCT HANDLING

A. Protection:

1. Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

PART 2 - PRODUCTS

2.1 UTILITIES

A. General:

1. Make available for use by all workers and subcontractors employed on the project.
2. Maintain utilities in a proper, safe operating and sanitary condition.
3. Upon completion of contract, remove such temporary utilities from premises.
4. "Provide," as used below, means at Contractor's expense.

B. Temporary water:

1. Make all arrangements and pay all operating costs for temporary water used during construction.

C. Temporary electricity:

1. Make all arrangements and pay all operating costs for electrical power, both temporary and permanent, used during construction, testing, and up to the time of final acceptance by the Owner.
2. Pay for all services associated with the temporary power.

D. Temporary lighting:

1. Provide lighting for general security.
2. Provide work lighting such that work can be properly and safely performed.
3. Provide warning and barricade lighting.
4. Provide temporary lighting as may be required by governing agencies.

2.2 SANITARY FACILITIES

A. Toilet facilities shall be provided at each construction jobsite. Provisions shall be

made for routinely servicing and disposing of the sewage in accordance with Federal, Commonwealth, and local health regulations. Toilets shall be maintained in a clean and sanitary condition with an adequate supply of toilet paper and holders for all stools. Provisions shall be made for scheduled routine inspection and maintenance of all toilet facilities.

- B. An adequate supply of potable water shall be provided in all places of employment. Drinking water shall be obtained from sources approved by Federal, Commonwealth, or local health authorities, and dispensed in a manner acceptable to the Owner. Containers used to dispense or distribute drinking water shall not be used for any other purpose. Use of common cups or glasses is prohibited.

PART 3 - EXECUTION

3.1 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work; remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Owner's Representative.

END OF SECTION

SECTION 01 56 00
TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work of this section consists of furnishing, installing, and maintaining barriers to protect existing facilities and the public from construction operations.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Material may be new or used, but shall be suitable for intended purpose. Fences and barriers shall be structurally adequate and neat in appearance.

2.2 FENCING

- A. Safety Barrier Fence: Orange plastic fence, minimum height, 4 feet.

2.3 BARRICADES AND SIGNS

2.4 LUMBER

- A. Free of nails, large knot holes and splinters.

2.5 BARRIER TAPE

- A. Banner Guard, imprinted with "CAUTION: CONSTRUCTION AREA", manufactured by Reef Industries, Inc., Houston, Texas, or approved equal.

PART 3 - EXECUTION

3.1 PROTECTION OF PUBLIC

- A. Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry.
- B. Erect and maintain barricades, lights, danger signals, and warning signs in accordance with MUTCD-2003
- C. Illuminate barricades and obstructions at night; keep safety lights burning from sunset to sunrise.
- D. Adequately barricade and post open cuts in or adjacent to thoroughfares.
- E. Protect pedestrian traffic by guardrails or fences.
- F. When pedestrian traffic is detoured onto a roadway, provide temporary walkways with protection as required at ends and overhead. For walkways, use lumber running parallel to direction of traffic movement and provide ramps at changes of elevation.
- G. Cover pipes, hoses, and power lines crossing sidewalks and walkways with troughs using beveled edge boards.
- H. Erect and maintain sufficient detour signs at road closures and along detour routes.

3.2 BARRIER TAPE

- A. Install where directed by Owner's Representative. Keep a minimum of two rolls on site at all times.

3.3 REMOVAL

- A. Completely remove barriers no longer needed when approved by Owner's Representative.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting Specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner's Representative will consider requests for Substitutions only within 30 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit two copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 3. Owner's Representative will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Starting of systems.
- C. Demonstration and instructions.
- D. Testing, adjusting, and balancing.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Manual for equipment and systems.
- H. Spare parts and maintenance products.
- I. Product warranties and product bonds.
- J. Maintenance service.
- K. Examination.
- L. Preparation.
- M. Execution.
- N. Cutting and patching.
- O. Protecting installed construction.
- P. Final cleaning.

1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 - 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.

6. Make final change-over of locks eliminating construction master-key system and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Owner and/or their Representative:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Owner and/or their Representative will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Owner and/or their Representative determine that Work is not substantially complete:
 - a. Owner and/or their Representative will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Owner and/or their Representative.
 - c. Owner and/or their Representative will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Owner and/or their Representative's inspection.
 4. When Owner and/or their Representative finds that Work is substantially complete, Owner's Representative will:
 - a. Prepare Certificate of Substantial Completion on Owner's prescribed form, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Owner and/or their Representative (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.

- e. Contractor's affidavit of payment of debts and claims.
 - f. Contractor affidavit of release of liens.
 - g. Consent of surety to final payment.
- 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Owner and/or their Representative will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Owner and/or their Representative consider Work to be incomplete or defective:
 - a. Owner and/or their Representative will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Owner and/or their Representative that Work is complete.
 - c. Owner and/or their Representative will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Owner and/or their Representative's inspection.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment and instructed by authorized manufacturer's representative who is knowledgeable about the Project.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.4 TESTING, ADJUSTING, AND BALANCING

- A. The Contractor shall be responsible for testing, adjusting and balancing by an Owner approved independent firm having five (5) years minimum experience.
- B. Reports will be submitted by independent firm to Owner and/or their Representative indicating observations and results of tests and indicating compliance or noncompliance with requirements of Contract Documents.
- C. The Contractor shall make any and all necessary repairs, adjustments, and replacements until performance has been demonstrated to the satisfaction of the Owner. The Contractor shall bear the cost of any repair, adjustment, or replacement.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, product data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates used.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 2. Include locations of concealed elements of the Work.
 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 5. Identify and locate existing buried or concealed items encountered during Project.
 6. Measured depths of foundations in relation to finish main floor datum.
 7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 9. Field changes of dimension and detail.
 10. Details not on original Drawings.
- G. Submit PDF electronic files of marked-up documents to Owner's Representative with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project.

- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before Substantial Completion. . Owner's Representative will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes fifteen (15) days prior to final inspection. Draft copy will be reviewed and returned after final inspection, with Owner's Representative's comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes within ten days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
- G. Include color-coded wiring diagrams as installed with wire numbers noted.

- H. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings with color-coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Additional Requirements: As specified in individual product Specification Sections.
- S. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Owner's Representative's before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Owner's Representative's for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Owner's Representative's for final decision.
 - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Efficiency, maintenance, or safety of element.
 - 3. Visual qualities of sight-exposed elements.
 - 4. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.

- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to Owner's Representative's for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
- B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- C. Clean filters of operating equipment.
- D. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Mobilization shall consist of preparatory work and operation, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other temporary facilities necessary for work on the project; for securing all permits, preparation and providing submittals and schedules; for signs; and for all other work and operations which must be performed, or cost incurred, prior to beginning work on the various items on the project site.
- B. Demobilization shall consist of movement of personnel and the removing and disposing of all equipment, materials, and supplies remaining upon completion of the work. And for final close-up, submittal of all test results, O&M manual.
- C. Costs of Mobilization and Demobilization are listed as one item in the Contractor's Bid for the Project.

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Maintain work areas free from accumulations of waste, debris, dust and mud caused by Contractor's operations.
- B. At completion of Work, remove all waste materials, tools, equipment, machinery, surplus materials and clean all exposed surfaces; leave property clean and ready for occupancy, leave all rights of ways in a condition equal to that at the beginning of Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Contractor to arrange with the Owner of water for cleanup, metered and pay all costs.
- B. Water for construction may not available within the site. The Contractor shall furnish water from a source outside the site.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to insure that any buildings affected, grounds and especially streets and public properties are maintained free from accumulation of waste materials, dust, mud and debris.
- B. Where required, wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. The Contractor shall keep all streets clean and free of dust, mud and debris resulting from his own operations. Daily cleanup throughout the job will be necessary as the Contractor progresses with his work, but extra precautions in cleanup shall be made prior to weekends and holidays.
- D. All waste materials, debris and rubbish shall be disposed of at sites to be chosen by Contractor. Prior to dumping on any private property, a letter allowing such dumping shall be obtained from the property owner and presented to the Owner's Representative. At the completion of work, a letter from affected property owners will be required releasing the Contractor, and the Owner from future liability.
- E. If the Contractor does not properly clean up (in the opinion of the Owner's Representative or the Owner), then either the Owner's Representative or the Owner shall have the option of using outside equipment to perform the work and such cost will be withheld from the Contract.
- F. See also the General Conditions for any withholds that may be retained when cleanup by the Contractor is found to be unsatisfactory.

3.2 FINAL CLEANING

- A. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from

site-exposed interior and exterior finished surfaces.

- B. Repair, patch and touch up marred surfaces to match adjacent finishes.
- C. All dust, mud, spoils, and construction debris shall be removed from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at Owner's written request accepted).

END OF SECTION

DIVISION 2- SITE CONSTRUCTION

SECTION 02 00 00
EXISTING CONDITIONS

PART 1 - GENERAL

1.1 RELATED INFORMATION

- A. Related information and requirements are included in the General and Supplementary Conditions with regard to existing underground utilities.
- B. Existing Underground Structures - Section 02 00 50

1.2 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, and existing underground utilities and similar data are shown on the Plans.
- B. No investigations were conducted by the Engineer of subsurface conditions for the purpose of study and design, and neither the Owner nor the Engineer assumes any responsibility whatever in respect to the sufficiency or accuracy, or of the other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout such area, or any part thereof, or that unlooked for developments may not occur.
- C. Test borings were not done by the Engineer to investigate subsurface conditions. The Contractor may perform its own independent soil borings to ascertain subsurface conditions. No representation of existing soil conditions is made herein.
- D. Information derived from inspection of logs of test borings, of topographic maps, or from Plans showing locations of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall satisfy himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.
- B. The Contractor further shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, any exploratory work done by the Owner, as well as from information presented by the Plans and Specifications made a part of this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The Contractor shall anticipate underground obstructions such as utility lines, concrete, water table, soil conditions and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by

underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and their Representative will endeavor to familiarize the Contractor with all known underground obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating all underground obstructions.

- D. The Contractor shall note that many of the existing roads and streets are residential in character and that heavy truck and equipment operations may cause roadway damage in excess of normal usage. Damage caused to the streets by Contractor's operations shall be repaired to the satisfaction of the Owner and their Representative.

1.4 ADDITIONAL INFORMATION

- A. Prior to bidding, bidders may make their own subsurface investigations subject to time schedules and arrangements approved in advance by the Owner's Representative. Before any subsurface test holes are excavated, obtain permits from the Owner to perform such work.

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

END OF SECTION

SECTION 02 00 50
EXISTING UNDERGROUND STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related requirements specified elsewhere:

See Division 1 regarding general conditions specific to the Contract. See also Section 02 00 00 regarding site conditions.

See also Plans for location of utilities and underground structures as they are believed to exist.

B. Construction Requirements:

The locations of utility lines and appurtenances as represented on the Plans were derived from field surveys, record drawings, construction drawings, and schematic drawings. Consequently, the location of all underground utilities are, at best, approximate only. The Contractor shall notify all utility agencies and concerns (as identified below) of planned clearing, excavation or other construction operations which may damage or somehow adversely affect underground utilities within the project limits and shall request said agencies for and obtain necessary permits or clearances from them prior to undertaking construction activities.

The exact locations of communication cables are unknown although approximate locations are implied by cable markers and service boxes. The Contractor shall, as part of his basic responsibility, arrange for each respective communication agency to field verify the location of said cables and appurtenances by field staking prior to undertaking any excavation work.

In the event that utility lines are to be relocated or when utility lines which are presently in service, but the exact or approximate location of which are not indicated on the Plans are uncovered during clearing, grubbing or excavation operations, the Contractor shall notify the Owner's Representative immediately to permit ample time for necessary measures to be taken to prevent interruption of the service during the relocation or removal of the existing lines.

PART 2 - PRODUCTS

2.1 UTILITIES AFFECTED

A. Electrical/Water/Sewer

Commonwealth Utilities Corporation (CUC) is responsible for underground electrical, water and sewer mains. They are located at P.O. Box 501220, Saipan, MP 96950. For underground utility location, they can be contacted at the above address or called at (670) 235 7025.

B. Drainage, Roads and Streets

Department of Public Works (DPW) is responsible for storm drains, roads and streets. They are located at Gualo Rai, Saipan, MP 96950, and may be called at (670) 235-5827.

C. Fire Protection, Road Detours or Closure

For items regarding fire protection, road detours or closure, contact the Department of Public Safety, Fire Department at (670) 234 6222. Offices are normally manned.

D. Telephone/Communications Systems

The exact locations of communications cables are unknown although approximate locations are implied by cable markers and service boxes.

IT&E is responsible for underground telecommunication cables. They may be contacted at their offices in Chalan Laulau on Middle Road, and may be called at (670) 234-6100.

E. Cable TV

Marianas Cable Vision is responsible for their overhead cable TV lines. They may be contacted at their offices in the Nauru Building, and may be called at (670) 235-4628.

2.2 TEMPORARY FACILITIES

See Section 01 50 00 for description of temporary utilities and payment therefore, and some information regarding permanent service.

PART 3 - EXECUTION

3.1 LOCATION OF UTILITIES

Utility companies have been very cooperative in the past about premarking their facilities and making available personnel to assist in location of water, sewer, and electric facilities. If no overhead electrical power is evident, it shall be assumed to be underground.

3.2 CONTRACTOR RESPONSIBILITY

The Contractor shall anticipate water, sewer and power services to each building as well as water and sewer mains in the streets to serve the various residences. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after premarking by the various utilities affected.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

It should be understood that the various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. The various utilities will cooperate with the Contractor to endeavor to familiarize him with all known underground utilities obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual location.

3.3 PRIOR INVESTIGATION

Prior to bidding, the bidders shall make their own subsurface investigations, talk to the various utilities affected to secure, for his own information, the knowledge of each utility with the precise location of their facilities so that he may take into account in his bid the difference in location from that believed to exist to that which may actually prove to be the precise location.

END OF SECTION 02 00 50

SECTION 02 05 39
PUBLIC SANITARY SEWER SYSTEM

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewer pipe and fittings.
 - 2. Underground pipe markers.
 - 3. Connection to existing manholes.
 - 4. Manholes.
 - 5. Wye branches and tees.
 - 6. Sanitary Laterals.
 - 7. Bedding and cover materials.
- B. Related Sections:
 - 1. Section 02 08 20 – Public Sanitary Manholes and Structures: Concrete manholes, frames and grates for sanitary sewer.
 - 2. Section 02 30 15 - Excavation and Fill: Product and execution requirements for excavation and backfill required by this section.
 - 3. Section 02 09 52 - Sewer and Manhole Testing.: Pressure, infiltration, and deflection tests.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
 - 2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
 - 4. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
 - 5. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 6. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.
 - 7. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 8. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 - 9. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
 - 10. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 - 11. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.

12. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
 13. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 14. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
 15. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
 16. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 17. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 18. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 19. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- C. American Water Works Association:
1. AWWA C104 - American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
 2. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 3. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in. (75 mm through 1200 mm), for Water and Other Liquids.
 4. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 5. AWWA C150 - ANSI Standard for the Thickness Design of Ductile Iron Pipe.
 6. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
 7. AWWA C153 - American National Standard for Ductile-Iron Compact Fittings for Water Service.
- D. National Fire Protection Association:
1. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Permits: Submit 2 copies of DEQ One Start Permit, DPW Road Cutting Permit, and other permits as required.
- C. Shop Drawings: Indicate layout of sewer system and appurtenances at a scale approved by CUC. Show size, materials, components of system and burial depth.
- D. Product Data: Submit catalog cuts and other pertinent data indicating proposed materials, accessories, details, and construction information.
- E. Submit reports indicating field tests made and results obtained.
- F. Manufacturer's Installation Instructions:
 1. Indicate special procedures required to install Products specified.

2. Submit detailed description of procedures for connecting new sewer to existing sewer line.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Record location of pipe runs, connections, manholes, cleanouts, manhole rim elevations, and invert elevations (in and out of manholes).
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with CUC sewer regulations, and the latest edition of the Ten State Standards. In the event of conflict between the Ten State Standards and CUC regulations, the Ten State Standards shall take precedence.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two days prior to commencing work of this section.
- B. Include affected utility companies and appropriate Commonwealth officials.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver and store valves in shipping containers with labeling in place.
- C. Block individual and stockpiled pipe lengths to prevent moving.

1.8 FIELD MEASUREMENTS

- A. Verify in field measurements and elevations shown in construction plans.

1.9 COORDINATION

- A. Coordinate the Work with CUC Wastewater Division and CUC Water and Wastewater Engineering.
- B. Notify affected utility companies minimum of 72 hours prior to construction.

PART 2 PRODUCTS

2.1 SANITARY SEWER PIPE AND FITTINGS

- A. Gravity Sewer Polyvinyl Chloride (PVC) Pipe (4" TO 15"): ASTM D3034, SDR 35, Type PSM, Polyvinyl Chloride (PVC) material; inside nominal diameter as shown in the Plans, bell and spigot style rubber ring sealed gasket joint.
 - 1. Fittings: PVC.
 - 2. Joints: ASTM F477, elastomeric gaskets.

2.2 CONCRETE ENCASEMENT AND CRADLES

- A. Concrete: Conforming to Section 03 30 00, 4,000-psi concrete, rough troweled finish.
- B. Concrete Reinforcement: Conform to Section 03 20 00.

2.3 UNDERGROUND PIPE MARKERS

- A. Plastic Ribbon Tape: Bright colored, continuously printed, minimum 3 inches wide by 4 mil thick, manufactured for direct burial service.

2.4 MANHOLES

- A. Manholes: Conform to Section 33 05 13.

2.5 BEDDING AND COVER MATERIALS

- A. Excavate pipe trench and provide bedding & cover in accordance with Section 02 30 15

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verify trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings.

3.2 PREPARATION

- A. Correct over excavation with fine aggregate or lean concrete.
- B. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities and appurtenances.
- D. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Engineer where crossing conflicts occur.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 02 30 15.
- B. Excavate to lines and grades shown on Drawings or required to accommodate installation of encasement.
- C. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- D. Place bedding material at trench bottom, level materials in continuous layer not exceeding 8-inches compacted depth; compact to 95 percent.

3.4 INSTALLATION - PIPE

- A. Install pipe, fittings, and accessories in accordance with ASTM D2321. Seal joints watertight.
- B. Trenchless technologies such as pipe bursting and slip lining are permissible in lieu of open trench.
- C. Lay pipe to slope gradients noted on drawings; with maximum variation from indicated slope of 1/8 inch in 10 feet. Begin at downstream end and progress upstream.
- D. Assemble and handle pipe in accordance with manufacturer's instructions except as modified on the Drawings or by Architect/Engineer.
- E. Keep pipe and fittings clean until work is completed and accepted by Architect/Engineer. Cap open ends during periods of work stoppage.
- F. Lay bell and spigot pipe with bells upstream.
- G. Connect pipe to existing sewer system at existing manhole.
- H. Install plastic ribbon tape continuous over top of pipe, as shown on drawings.

3.5 INSTALLATION - CONNECTION TO EXISTING MANHOLE

- A. Core drill existing manhole to clean opening. Using pneumatic hammers, chipping guns, or sledgehammers is not permitted.
- B. Install watertight neoprene gasket and seal with non-shrink concrete grout.
- C. Concrete encase new sewer pipe minimum of 24 inches to nearest pipe joint. Use epoxy binder between new and existing concrete.
- D. Prevent construction debris from entering existing sewer line when making connection.
- E. If connecting to existing sewer pipe, which experiences significant flow, perform connection to existing pipe during period of low flow. Coordinate with CUC Wastewater Engineering to determine optimum connection time. Bypass pumping may be necessary.

Contractor will provide all pumps and electrical power sources for bypass pumping operation.

3.6 INSTALLATION - WYE BRANCHES AND TEES

- A. Install wye branches or pipe tees at locations indicated on Drawings concurrent with pipe laying operations. Use standard fittings of same material and joint type as sewer main.
- B. Maintain minimum 5 feet separation distance between wye connection and manhole.
- C. Use saddle wye or tee with stainless steel clamps for taps into existing piping. Mount saddles with solvent cement or gasket and secure with metal bands. Layout holes with template and cut holes with mechanical cutter.

3.7 INSTALLATION - SANITARY LATERALS

- A. Construct laterals from wye branch to terminal point at right-of-way, or to existing private building sewer, if instructed by drawings.
- B. Where depth of main pipeline warrants, construct riser type laterals from wye branch.
- C. Maintain 2 feet minimum depth of cover over pipe.
- D. Maintain minimum 5 feet separation distance between laterals.
- E. Install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral. Install temporary marker stake extending from end of lateral to 12 inches above finished grade. Paint top 6 inches of stake with fluorescent orange paint.

3.8 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with Section 02 30 15.
- B. Maintain optimum moisture content of bedding material to attain required compaction density.

3.9 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements; 01 70 00 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Pressure Test: Test in accordance with Section 02 09 52.
- C. Infiltration Test: Test in accordance with Section 02 09 52.
- D. Deflection Test: Test in accordance with Section 02 09 52.
- E. Request inspection prior to placing bedding.
- F. Compaction Testing: In accordance with ASTM D1557.

- G. When tests indicate Work does not meet specified requirements, remove work, replace and retest.
- H. Frequency of Compaction Tests: 1 per 100 linear feet for pipe bedding and cover, or as required by DPW for asphalt restoration.

3.10 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 02 08 20
PUBLIC MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in-Place concrete manholes and structures with transition to cover frame, covers, anchorage, and accessories.
 - 2. Modular precast concrete manholes and structures with tongue-and-groove joints with masonry transition to cover frame, covers, anchorage, and accessories.
 - 3. Doghouse manhole connections to existing sanitary sewer lines.
 - 4. Bedding and cover materials (See 02 30 15)
- B. Related Sections:
 - 1. Section 02 30 15 - Excavation and Fill: Excavating for manholes, structures and foundation slabs.
 - 2. Section 02 05 39 - Public Sanitary Sewer: Piping connections to manholes.
 - 3. Section 02 09 52 - Sewer and Manhole Testing.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Manholes and Structures:
 - 1. Basis of Measurement: By each manhole.
 - 2. Basis of Payment: Includes excavating, concrete foundation slab, concrete structure sections, cover frame and cover, to indicated depth, forming and sealing pipe inlets and outlets.

1.3 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 530/530.1 - Building Code Requirements for Masonry Structures and Specifications for Masonry Structures.
- B. ASTM International:
 - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
 - 2. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 3. ASTM C55 - Standard Specification for Concrete Brick.
 - 4. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
 - 5. ASTM C497 - Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
 - 6. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.
 - 7. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate structure locations, elevations, piping, and sizes and elevations of penetrations.
- C. Product Data: Submit manhole covers, component construction, features, configuration, and dimensions.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with CUC sewer regulations, and the latest edition of the Ten State Standards. In the event of conflict between the Ten State Standards and CUC regulations, the Ten State Standards shall take precedence.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures.
- C. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 MANHOLES AND STRUCTURES

- A. Furnish materials in accordance with CUC sewer regulations and most recent edition of Ten State Standards.
- B. Manhole and Structure Sections: Reinforced precast concrete in accordance with ASTM C478 with gaskets in accordance with ASTM C923.
 - 1. Joints for Precast Manholes and Structures: In accordance with ASTM C913; maximum leakage of 0.025 gallons per hour per foot of joint at 3 feet of head.

2.2 FRAMES AND COVERS

- A. Furnish materials in accordance with CUC sewer regulations or most recent edition of Ten State Standards.
- B. Product Description: ASTM A48/A48M, Class 30B or AASHTO M306 Cast iron construction.

2.3 COMPONENTS

- A. Foundation Slab: Cast-in-place or Precast 5000 psi concrete, leveled top surface.

2.4 CONFIGURATION

- A. Shaft Construction and Eccentric Cone Top Section: Reinforced precast Concrete pipe sections, lipped male/female joints, sleeved to receive pipe.
- B. Shape: Cylindrical.
- C. As indicated on Drawings.
- D. Design Depth: As indicated on Drawings.
- E. As indicated on Drawings.
- F. Pipe Entry: Furnish openings as required.
- G. Structure Joint Gaskets: ASTM C361/Rubber.
- H. Steps: As indicated on Drawings.
- I. Protective Coating System: Application of protective coating on all interior surfaces.

2.5 BEDDING AND COVER MATERIALS

- A. Provide bedding & cover in accordance with Section 02 30 15

2.6 PROTECTIVE COATING SYSTEM

- A. MATERIALS - The protective coating system shall be a complete system for substrate repair and epoxy based corrosion protection including:
 - 1. Trowelable grade underlayment when needed and recommended by the Applicator and Manufacturer to provide proper substrate for application for the epoxy lining.
 - 2. Epoxy Filler compound when needed and recommended by the Applicator and Manufacturer to fill small voids and provide properly prepared surface for the epoxy lining. New concrete generally requires only the use of an approved filler compound to fill bugholes and other minor voids as approved by the Manufacturer.
 - 3. Epoxy lining to provide an abrasion resistance and chemical resistant protective coating against physical and chemical attack phenomena typically associated with municipal wastewater service conditions.
 - 4. Contractor shall provide all accessory components such as sealants, hardeners or other compound as recommended by the manufacturers for maximum protective coating adherence to substrate, and long-term service performance.
- B. Trowelable Underlayment:
 - 1. Sauereisen RestoKrete Underlayment No. F-120, No substitution permitted.

2. Underlayment shall be a fast-setting, high early strength, Portland/Calcium Aluminate-based resurfacing material. Underlayment shall be trowelable formulation, except where Applicator recommends alternate use of sprayable, Castable or Guniting formulations by the same manufacturer for intended service application.
- C. Epoxy Filler Compound:
1. Sauereisen RestoKrete Filler Compound No. 209, No substitution permitted.
 2. Filler compound shall be an epoxy formulation specifically designed to fill voids, irregularities and air pockets in concrete surfaces. The filler compound shall provide a uniform surface for the application of epoxy monolithic protective coatings. Filler compound shall be confirmed by the Manufacturer as compatible with any underlayment materials and with protective coating.
- D. Epoxy Lining Protective Coating:
1. Sauereisen SewerGard Trowelable No. 120, No substitution permitted.
 2. Epoxy lining shall be aggregate-filled epoxy material specifically designed to protect concrete surfaces in wastewater structures and collection system from chemical attack and physical abuse.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verify items provided by other sections of Work are properly sized and located.
- C. Verify built-in items are in proper location, and ready for roughing into Work.
- D. Verify correct size of manhole and structure excavation.
- E. Protective Coating System:
 1. Contractor and his applicator shall examine the areas and conditions under which protective coating work is to be performed and notify Engineer in writing of conditions detrimental to proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer.
 2. Commencement of the work of this section shall indicate that the substrate and other conditions of installation are acceptable to the contractor and his applicator, and will produce a finished product meeting the requirements of the specifications. All defects resulting from such accepted conditions shall be corrected by the Contractor at his own expense.
 3. Stopping Active Leaks: After surface cleaning, any visible leaks shall be reported to the Engineer. Any minor leaks not requiring other repairs by the Engineer must be sealed using Sauereisen InstaPlug No. F-180, No. F-370 Chemical Grout, No.

F-190 H2OPRUF, or approved equal prior to proceeding with protective coatings system installation.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect precast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.
- D. Protective Coating System:
 - 1. Concrete surfaces to receive protective coating shall be cast with rough form finish. Surfaces shall not be rubbed, troweled or otherwise finished in any manner that will obscure or cover the firm substrate surface. All subsequent surface washing, abrasive blasting, grinding, patching, filling and preparation shall be completed by the applicator in accordance with the protective coating Manufacturer's recommendations.
 - 2. Allow concrete to cure for 28 days before protective-coating system is installed, unless otherwise recommended by the systems Manufacturer.
 - 3. Substrate: Concrete surfaces to be coated shall be free of curing compounds and form release agents, laitance and foreign particles that may inhibit bonding. Prior to start of protective coating systems application, broom clean, vacuum, hydroblast or abrasive blast surfaces to be covered as require, and inspect the substrate. Start of application operations shall indicate acceptance of substrate conditions and full responsibility for the completed work.
 - 4. Level or grind concrete substrates to manufacturer's recommended tolerances and to produce a textured but uniform installation, including removal of all sharp edges, ridges or depressions.
 - 5. New Concrete Application – New concrete voids and depressions shall be filled with underlayment material, re-establishing plan finished grades and surface profiles.
 - 6. Existing Concrete Application – Existing concrete structures to receive protective coating systems must be capable of withstanding imposed loads. All oil, grease and chemical contaminants must be removed from the surface or concrete by chemical cleaning. Surfaces must be firm, free of standing water, laitance, form release agents, and be structurally sound as determined by Engineer. Suitable surface preparation methods include shotblasting, abrasive blasting, or water jetting.
 - 7. Clean concrete surfaces of dirt, laitance, corrosion or other contamination, sand blasting or pressure washer to remove laitance and obtain uniform surface, rinse surface and allow to dry.
 - 8. Follow Manufacturer's instruction for area preparation.
 - 9. For areas patched with epoxy mortar, remove broken and soft concrete ¼ inch deep. Remove corrosion from steel. Clean surface mechanically, rinse with water. No loose material shall remain on surface.

10. Concrete Surfaces for Sewer Manhole to receive epoxy coating: Remove dirt, loose mortar, scale, and other surface contamination by high pressure washer. Allow to dry. Refer to manufacturer's instruction for surface preparation.

3.3 APPLICATION OF PROTECTIVE COATING SYSTEM

- A. Apply products in accordance with manufacturer's instructions.
- B. Apply product prior to equipment installation and touch up after equipment is installed.
- C. For patching honeycomb, trowel mortar onto surface, work mortar into honeycomb to bring surface with surrounding area.
- D. Protective coating systems shall be installed when ambient air surface temperature is between 60°F and 90°F. Store material within manufacturer's recommendation prior to use.
- E. Application in direct sunlight and/or with rising surface temperature is not recommended, as this may result in blistering of the materials due to expansion of entrapped air or moisture (out-gassing) in the concrete. In such cases, it will be necessary to postpone the application until later in the day when the temperature of the substrate is falling. Concrete surfaces that have been in direct sunlight must be shaded for at least 24 hours prior to application and remain shaded until the initial set has taken place. Consult Manufacturer for application schedule guidelines specific to temperature conditions and possible sealer application recommendations to reduce out-gassing.
- F. Underlayment Application – Cementitious underlayment products shall be used for surface leveling, filling voids, large bugholes and for general concrete patching and shall be installed and cured according to the Manufacturer's written guidelines as outlined in product technical data sheets.
- G. Epoxy Filler Compound Application – Epoxy filler shall be used for filling small bugholes, static cracks and joints, and for general concrete patching, and to provide uniform, void free surface for epoxy lining application.
- H. Epoxy Lining Protective Coating – Epoxy lining protective coating shall be trowelable applied and cured on the properly prepared surface in accordance with Manufacturer's written guidelines as outlined in product technical data sheets. Epoxy lining shall be applied to a minimum thickness of 1/8 inch. Screed bars may be used to control thickness on large surface areas. Application equipment shall be in accordance with the protective coating manufacturer's recommendations.
- I. Expansion and construction joints shall be formed and filled as recommended by the protective coating manufacturer.

3.4 INSTALLATION – GENERAL

- A. Excavation and Backfill:
 1. Excavate for manholes and structures in accordance with Section 02 30 15 in location and to depth shown. Provide clearance around sidewalls of manhole or structure for construction operations.
 2. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes or structures in dry trench.

- 3. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to avoid flotation.
- B. Place foundation slab, trowel top surface level.
- C. Place manhole sections plumb and level, trim to correct elevations, anchor to foundation slab.
- D. Backfill excavations for manholes and structures in accordance with Section 02 30 15.
- E. Cut and fit for pipe.
- F. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel as indicated on Drawings.
- G. Paint interior with 2 coats of bituminous interior coating at rate of 120 square feet per gallon for each coat.
- H. Set cover frames and covers level without tipping, to correct elevations.

3.5 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Lift precast manholes and structures at lifting points designated by manufacturer.
- B. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.
- C. Set precast manholes and structures bearing firmly and fully on crushed stone bedding, compacted in accordance with provisions of Section 02 30 15 or on other support system shown on Drawings.
- D. Assemble multi-section manholes and structures by lowering each section into excavation. Install rubber gasket joints between precast sections in accordance with manufacturer's recommendations. Lower, set level, and firmly position base section before placing additional sections.
- E. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- F. Joint sealing materials may be installed on site or at manufacturer's plant.
- G. Verify manholes and structures installed satisfy required alignment and grade.
- H. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with mortar.
- I. Cut pipe to finish flush with interior of manhole or structure.
- J. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel as indicated on Drawings.

3.6 DOGHOUSE MANHOLE AND STRUCTURE INSTALLATION

- A. Stake out location and burial depth of existing sewer line in area of proposed manhole or structure.
- B. Carefully excavate around existing sewer line to adequate depth for foundation slab installation. Protect existing pipe from damage. Cut out soft spots and replace with granular fill compacted to 95% dry density.
- C. Prepare crushed stone bedding or other support system shown on Drawings, to receive foundation slab as specified for precast manholes and structures.
- D. Install pre-cast concrete manhole or structure around existing pipe in accordance with the appropriate paragraphs specified herein.
- E. Grout pipe entrances in accordance with Section 03 30 00.
- F. Paint interior with 2 coats of bituminous interior coating at rate of 120 square feet per gallon for each coat.
- G. If connecting to existing sewer pipe which experiences significant flow, perform connection to existing pipe during period of low flow. Coordinate with CUC Wastewater Engineering to determine optimum connection time. Bypass pumping may be necessary. Contractor will provide all pumps and electrical power sources for bypass pumping operation.
- H. Block upstream flow at existing manhole or structure with expandable plug, as necessary.
- I. Use hydraulic saw to cut existing pipe at manhole or structure entrance and exit and along pipe length at a point halfway up the outside diameter on each side of the pipe. Bottom half of pipe shall remain as manhole flow channel. Saw cut to have a smooth finish with top half of pipe flush with interior of manhole or structure.
- J. Grout base of manhole or structure to achieve slope to manhole or structure channel in accordance with Section 03 30 00. Trowel smooth.

3.7 SANITARY MANHOLE DROP CONNECTIONS

- A. Construct drop connections into sanitary manholes in accordance with Drawings.
- B. Concrete encase pipe drop connection to minimum of 2 feet outside of manhole.
- C. Form channel from pipe drop to sweep into main channel at maximum angle of 30 degrees, or as shown on Drawings.

3.8 CASTINGS INSTALLATION

- A. Set frames using mortar and masonry [as indicated on Drawings]. Install radially laid concrete brick with 1/4 inch thick vertical joints at inside perimeter. Lay concrete brick in full bed of mortar and completely fill joints. Where more than one course of concrete brick is required, stagger vertical joints.

- B. Set frame and cover 2 inches above finished grade for manholes and other structures with covers located within unpaved areas to allow area to be graded away from cover beginning 1 inch below top surface of frame.

3.9 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Test cast-in-place concrete in accordance with Section 03 30 00.
- C. Test concrete manhole and structure sections in accordance with ASTM C497.
- D. Vertical Adjustment of Existing Manholes and Structures:
 - 1. Where required, adjust top elevation of existing manholes and structures to finished grades shown on Drawings.
 - 2. Reset existing frames, grates and covers, carefully removed, cleaned of mortar fragments, to required elevation in accordance with requirements specified for installation of castings.
 - 3. Remove concrete without damaging existing vertical reinforcing bars when removal of existing concrete wall is required. Clean vertical bars of concrete and bend into new concrete top slab or splice to required vertical reinforcement, as indicated on Drawings.
 - 4. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete in accordance with Section 03 30 00.

END OF SECTION

SECTION 02 09 52
SEWER AND MANHOLE TESTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Testing Manholes:
 - a. Vacuum Test.
 - b. Exfiltration Test.
 - 2. Testing Gravity Sewer Piping:
 - a. Low-pressure Air Test.
 - b. Infiltration Test.
 - 3. Hydrostatic Testing Pressure Piping.
 - 4. Deflection Testing Plastic Piping.
- B. Related Sections:
 - 1. Section 02 05 39 – Public Sanitary Sewer Systems.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.
 - 2. ASTM D2122 - Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Submit the following prior to start of testing:
 - 1. Testing procedures.
 - 2. List of test equipment.
 - 3. Testing sequence schedule.
 - 4. Provisions for disposal of flushing and test water.
 - 5. Certification of test gauge calibration.
 - 6. Deflection mandrel drawings and calculations.
- C. Test Reports: Indicate results of manhole and piping tests.

PART 2 PRODUCTS

2.1 VACUUM TESTING EQUIPMENT

- A. Vacuum pump.
- B. Vacuum line.

- C. Vacuum tester base with compression band seal and outlet port.
- D. Shut-off valve.
- E. Stop watch.
- F. Plugs.
- G. Vacuum gauge, calibrated to 0.1 inch Hg.

2.2 AIR TEST EQUIPMENT

- A. Air compressor.
- B. Air supply line.
- C. Shut-off valves.
- D. Pressure regulator.
- E. Pressure relief valve.
- F. Stop watch.
- G. Plugs.
- H. Pressure gauge, calibrated to 0.1 psi.

2.3 INFILTRATION TEST EQUIPMENT

- A. Weirs.

2.4 HYDROSTATIC TEST EQUIPMENT

- A. Hydro pump.
- B. Pressure hose.
- C. Water meter.
- D. Test connections.
- E. Pressure relief valve.
- F. Pressure gauge, calibrated to 0.1 psi.

2.5 DEFLECTION TEST EQUIPMENT

- A. Go, No-Go mandrels.
- B. Pull/retrieval ropes.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verify manholes and piping are ready for testing.
- C. Verify trenches are backfilled.
- D. Verify pressure piping concrete reaction support blocking or mechanical restraint system is installed.

3.2 PIPING PREPARATION

- A. Lamping:
 - 1. Lamp gravity piping after flushing and cleaning.
 - 2. Perform lamping operation by shining light at one end of each pipe section between manholes; observe light at other end; reject pipe not installed with uniform line and grade; remove and reinstall rejected pipe sections; re-clean and lamp until pipe section achieves uniform line and grade.
- B. Plug outlets, wye-branches and laterals; brace plugs to resist test pressures.

3.3 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Testing Gravity Sewer Piping:
 - 1. Low-pressure Air Test:
 - a. Test each section of gravity sewer piping between manholes.
 - b. Introduce air pressure slowly to approximately 4 psig.
 - 1) Determine ground water elevation above spring line of pipe for every foot of ground water above spring line of pipe, increase starting air test pressure by 0.43 psig; do not increase pressure above 10 psig.
 - c. Allow pressure to stabilize for at least five minutes. Adjust pressure to 3.5 psig or increased test pressure as determined above when ground water is present. Start test.
 - d. Test:
 - 1) Determine test duration for sewer section with single pipe size from the following table. Do not make allowance for laterals.

AIR TEST TABLE

Minimum Test Time for Various Pipe Sizes

Nominal Pipe Size, Inches	T(time), min/ 100 feet
3	0.2
4	0.3
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0

- 2) Record drop in pressure during test period; when air pressure has dropped more than 1.0 psig during test period, piping has failed; when 1.0 psig air pressure drop has not occurred during test period, discontinue test and piping is accepted.
 - 3) When piping fails, determine source of air leakage, make corrections and retest; test section in incremental stages until leaks are isolated; after leaks are repaired, retest entire section between manholes.
2. Test pipe larger than 36 inches diameter with exfiltration test not exceeding 100 gallons for each inch of pipe diameter for each mile per day for each section under test. Perform test with minimum positive head of 2 feet.
 3. Infiltration Test:
 - a. Use only when gravity piping is submerged in ground water minimum of 4 feet above crown of pipe for entire length being tested.
 - b. Maximum Allowable Infiltration: 100 gallons per inch of pipe diameter for each mile per day for section under test, include allowances for leakage from manholes. Perform test with minimum positive head of 2 feet.
- C. Testing Pressure Sewer Piping:
1. Hydrostatic Leakage Test:
 - a. Hydrostatically test each portion of pressure piping, including valved section, at 1.5 times working pressure of piping based on elevation of lowest point in piping corrected to elevation of test gauge.
 - b. Fill section to be tested with water slowly, expel air from piping at high points. Install corporation cocks at high points. Close air vents and corporation cocks after air is expelled and raise pressure to specified test pressure.
 - c. Observe joints, fittings and valves under test. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage. Retest.
 - d. Correct visible deficiencies and continue testing at same test pressure for additional 2 hours to determine leakage rate. Maintain pressure within

plus or minus 5.0 psig of test pressure. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.

- e. Compute maximum allowable leakage by the following formula:

$$L = \frac{SD\sqrt{P}}{C}$$

L = allowable, in gallons per hour

S = length of pipe tested, in feet

D = nominal diameter of pipe, in inches

p = average test pressure during leakage test, in psig

C = 133,200

When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

- f. When test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections and retest until leakage is within allowable limits. Correct visible leaks regardless of quantity of leakage.

D. Deflection Testing of Plastic Sewer Pipe:

1. Perform vertical ring deflection testing on PVC and ABS sewer piping, after backfilling has been in place for at least 30 days but not longer than 12 months.
2. Allowable maximum deflection for installed plastic sewer pipe limited to 5 percent of original vertical internal diameter.
3. Perform deflection testing using properly sized rigid ball or 'Go, No-Go' mandrel.
4. Furnish rigid ball or mandrel with diameter not less than 95 percent of base or average inside diameter of pipe as determined by ASTM standard to which pipe is manufactured. Measure pipe in compliance with ASTM D2122.
5. Perform test without mechanical pulling devices.
6. Locate, excavate, replace and retest pipe exceeding allowable deflection.

E. Testing Manholes:

1. General: Test using air whenever possible prior to backfilling to assist in locating leaks. Make joint repairs on both outside and inside of joint to ensure permanent seal. Test manholes with manhole frame set in place.
2. Exfiltration Test:
 - a. Plug pipes in manhole; remove water in manhole; observe plugs over period of not less than 2 hours to ensure there is no leakage into manhole.
 - b. Determine ground water level outside manhole.
 - c. Fill manhole with water to within 4 inches of top of cover frame. Prior to test, allow manhole to soak from minimum of 4 hours to maximum of 72 hours; after soak period, adjust water level inside manhole to within 4 inches of top of cover frame.
 - d. Measure water level from top of manhole frame; at end of 4 hour test period, again measure water level from top of manhole frame; compute drop in water level during test period.
 - e. Manhole exfiltration test is considered satisfactory when drop in water level is less than values listed below:

Manhole Depth (feet)	Allowable Leakage per Manhole Diameter and Depth		
	4 feet	5 feet	6 feet
4	0.11	0.14	0.17
6	0.17	0.21	0.26
8	0.23	0.29	0.35
10	0.28	0.35	0.42
12	0.34	0.43	0.51

3. Vacuum test in accordance with ASTM C1244 and as follows:
 - a. Plug pipe openings; securely brace plugs and pipe.
 - b. Inflate compression band to effect seal between vacuum base and structure; connect vacuum pump to outlet port with valve open; draw vacuum to 10 inches of Hg; close valve; start test.
 - c. Test:
 - 1) Determine test duration for manhole from the following table:

VACUUM TEST TABLE

<u>Manhole Diameter</u>	<u>Test Period</u>
-------------------------	--------------------

4 feet	60 seconds
5 feet	75 seconds
6 feet	90 seconds

- 2) Record vacuum drop during test period; when vacuum drop is greater than 1 inch of Hg during test period, repair and retest manhole; when vacuum drop of 1 inch of Hg does not occur during test period, discontinue test and accept manhole.
- 3) When vacuum test fails to meet 1 inch Hg drop in specified time after repair, repair and retest manhole.

END OF SECTION

SECTION 02 30 15
EXCAVATION, TRENCHING AND BACKFILL FOR PIPELINES

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes excavation, trenching and backfill necessary for the construction of the facilities as indicated on the plans including, but not limited to: water mains, sewer mains, service lines, valves and hydrants. This section also includes general instructions for the abandonment and disposal of asbestos cement pipe materials, and restoration of roadways.
- B. Construction Method: Trenchless technologies such as pipe bursting and slip lining are permissible in lieu of open trench.

1.02 RELATED WORK

- A. Section 02316 – Rock Excavation
- B. Section 312513 – Erosion And Sediment Control
- C. Section 320101 – Road Restoration

1.03 REFERENCES

- A. ASTM D698 – Test Methods for Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. Rammer and 12-in. Drop [Standard Proctor Test].
- B. ASTM D1556 – Test Method for Density of Soil in Place by the Sand-Cone Method
- C. ASTM D2216 – Test Method for Laboratory Determination of Water Content of Soil, Rock and Soil-Aggregate Mixtures
- D. ASTM D2487 – Classification of Soils for Engineering Purposes [Unified Soil Classification System].
- E. ASTM D2774 – Standard Recommended Practice for Underground Installation of Thermoplastic Pressure Piping
- F. ASTM D2922 – Test Method for Density of Soil and Soil Aggregate and Rock in Place by Nuclear Methods (Shallow Depth)
- G. ASTM D3017 – Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- H. OSHA 1926 – Occupational Safety and Health Standards for the Construction Industry

1.04 DEFINITIONS

- A. Bedding, Haunching and Initial Backfill zones as defined herein and on the standard general thermoplastic pipe trench drawing below (See construction drawings for specific dimensions).
- B. Native, and Import and Select/Engineered Material Definitions:
 - 1. Native Material: Soils excavated from the trench in the immediate vicinity of current pipe installation activities.

2. Import Material: Soils transported from a soil pit stockpile at a location other than the location where trench excavation is taking place.
3. Select/Engineered Fill: Soil specified in the plans or specifications or by the Project Engineer to meet permit conditions or selected applications.

C. Soil Materials as summarized in the table below and further defined in ASTM D2487:

ASTM D2321		ASTM D2487	
Class	Type	USCS Group Symbol	Description
IA	Manufactured aggregates: $\frac{1}{4}$ to 1 $\frac{1}{2}$ inch open graded, clean.	* None	Closest to "Poorly graded gravel (GP)"
IB	Manufactured aggregates: $\frac{1}{4}$ to 1 $\frac{1}{2}$ inch dense graded, clean.	* None	Closest to "Poorly graded gravel with sand (GP)"
II	Coarse sands and gravels with maximum particle size of 1 $\frac{1}{2}$ inch, clean.	GW	Well-graded gravels and gravel-sand mixtures; little or no fines.
		GP	Poorly graded gravels and gravel sand mixtures; little or no fines.
		SW	Well-graded sands and gravelly sands; little or no fines.
		SP	Poorly graded sands and gravelly sands; little or no fines
	Coarse sands and gravels with maximum particle size of 1 $\frac{1}{2}$ inch, borderline clean.	GW-GC SP-SM Etc.	Sands and gravels which are borderline between clean and with fines
III	Fine sand and clayey gravels.	GM	Silty gravels, gravel-sand-silt mixtures.
		GC	Clayey gravels, gravel-sand-clay mixtures
		SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures
IV	Fine grained soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity.
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
		CH	Inorganic clays of high plasticity, fat clays.
V	Organic soils	OL	Organic silts and organic silty clays of low plasticity.
		OH	Organic clays of medium to high plasticity, organic silts.
		PT	Peat and other high organic soils.

1.05 SUBMITTALS

- A. Submit the result of ASTM 698 standard proctors, including proctor curve, for each soil type encountered and used on the job.
- B. Submit all compaction test results in writing within 5 days of being performed.
- C. Submit gradation curves for imported fill for project engineer review and approval prior to placement.

1.06 QUALITY ASSURANCE

- A. Compaction Testing Qualifications: Tests must be performed by a firm or professional regularly engaged in soil testing for engineering purposes. The individual on site shall be certified to operate nuclear density equipment.
- B. Locations: Provide compaction test results at locations as designated by the Project Engineer and/or inspectors.
 - 1. Frequency:
 - a. Excavation, Trenching and Backfilling in an Established, Traveled Roadway: once per 100-feet along the pipeline (minimum).
 - b. Excavation, Trenching and Backfilling outside of an Established, Traveled Roadway: once per 300-feet along the pipeline (minimum).
 - 2. At each location, provide enough tests to demonstrate compliance with the compaction requirements for both the pipe embedment zone and the final backfill zone.
 - 3. If testing reveals inadequate compaction, retest at that location after remedying the non-compliance with the specifications.

PART 2 – PRODUCTS

2.01 BEDDING, HAUNCHING AND INITIAL BACKFILL MATERIAL

- A. Imported Bedding, Haunching and Initial Backfill Materials: Use one of the following materials.
 - 1. Class I, Class II or Class III, utilized in accordance with restrictions described in Part 3 with maximum particle sizes limited to 3/4-inch, utilized as stipulated in Part 3 - Execution.
- B. Native bedding, native haunching and native initial backfill material:
 - 1. Use in accordance with the restrictions of Part 3 – Execution.
 - 2. Free from particles greater than 1-inch in dimension.

2.02 FINAL BACKFILL MATERIAL

- A. General:
 - 1. Free from stones or rocks larger than 4-inches in dimension.
 - 2. Free from organic materials.
- B. Imported Final Backfill for Wet Conditions:
 - 1. Types GW, GP, SW, SP (coarse grained soils with less than 5% fines) or GW-GC/GM, GP-GC/GM, SW-SC/SM, SP-SC/SM (coarse grained soils with 5-12% fines).
 - 2. Otherwise meeting the general requirements of Article 2.02 Paragraph A.

2.03 SLURRY MIX

- A. General:
 - 1. Conform to DPW, Standard Specification for Construction of Local Streets and Roads, and/or requirements of local road and highway authority as applicable.
 - 2. For Utility Road Crossings provide a two-sack, 3/8-inch minus aggregate slurry.

PART 3 - EXECUTION

3.01 GENERAL

- A. Conform to applicable safety laws, including, but not limited to, OSHA 29 CFR Part 1926.
- B. Obtain CNMI Division of Environmental Quality One Start permit, inclusive of approvals and (as necessary) additional permits from CNMI Division of Fish and Wildlife, CNMI Coastal Resources Management Office, and Historic Preservation Office.

- C. Obtain all permits from the road agencies for construction within road right of way.
- D. Repair damage resulting from settlement, slides, cave-ins, water pressure, and other causes.
- E. Provide traffic control and other temporary provisions in accordance with DPW Permit Conditions.
- F. Install and maintain erosion and sediment control practices in accordance with DEQ Permit conditions.

3.02 EXCAVATION

- A. Remove brush, trees and stumps from excavation and site.
- B. Strip and stockpile existing topsoil.
- C. Maintain surface drainage away from trenching or excavation.
- D. If existing soil cannot provide uniform and stable bearing support along the length of the pipe, or if the existing soil contains stones greater than 1-inch in dimension, then over-excavate 6-inches below bottom of pipe.
- E. If trench is more than 5' in depth, the contractor must conform to OSHA guidelines on Trench Safety and Shoring. In addition the contractor must conform to all other State requirements for Trench Safety and Shoring.
- F. Contractor will be responsible for disposal of excavated materials during excavation. Contractor must identify construction disposal site within two miles of construction activities at a site to be identified by Owner prior to construction. If Contractor disposes excavated materials on land else ware, the Owner will not be liable for the disposal.

3.03 TRENCHING

- A. Total Bottom Width: As indicated on plans.
- B. Depth: Provide minimum cover as specified, or depths shown on plans.
- C. Top Width: As needed to meet safety requirements, but minimize the width where possible.
- D. Trench Walls: Keep trench walls vertical in the pipe embedment zone.
- E. Length of Open Trench:
 - 1. Unless authorized by the Project Engineer in writing, the length of trench excavation in advance of pipe being laid shall not exceed 200-feet during active construction.
 - 2. All trenches must be backfilled during non-work hours, or alternately, up to 20-feet of trench can be left open during non-work hours if the trench is completely barricaded and fenced.
 - 3. If open trenches in excess of this specification result in the wetting of moisture-sensitive stockpiled materials, such that the moisture content makes it impossible to meet compaction requirements, the contractor shall provide imported material that complies with these specifications and haul away the wet materials at no expense to the project or the Owner.

3.04 BEDDING

- A. General:
 - 1. Where over excavation is necessary, install a minimum of 6-inches of Imported Bedding.
 - 2. Level and form the bottom of the trench to provide uniform bearing support along the length of the pipe.
- B. Compaction of Imported Bedding: Meet the following density requirements based on standard proctor (ASTM D698):

Use of Soils and Aggregate for Bedding

	Class IA	Class IB	Class II	Class III
General	Excellent pipe support. Excellent drainage.	Excellent pipe support. Good drainage. Minimizes migration of adjacent material.	Good pipe support. Fair drainage.	Reasonable pipe support. Poor drainage
Compaction	Not required	Not required	Required 85% of Standard Proctor.	Required 90% of Standard Proctor.
Wet Conditions (below current or future water table). Rock Cuts	Acceptable. Must use same material for Haunching.	Acceptable. Must use same material for Haunching.	Acceptable. Clean groups only suitable for drainage blanket.	Not- Acceptable
Dry Conditions	Acceptable	Acceptable	Acceptable	Acceptable

3.05 HAUNCHING AND INITIAL BACKFILL

- A. General
 - 1. Provide complete and uniform bearing and support for the pipe, including allowance for bell holes.
 - 2. Work material under the pipe haunches and around the pipe to ensure full pipe support.
 - 3. Place material in lifts no greater than 6-inches thickness in loose measure.
 - 4. Install initial backfill to a depth of 6-inches over the crown of the pipe.
- B. Material Usage:
 - 1. Rigid Pipe (Ductile Iron):
 - a. Dry Trench and Site Conditions: Use native material free from particles greater than 1-inch in dimension.
 - b. Wet Trench Conditions: Imported Material.
 - 2. Plastic Pipe: Imported Material
 - a. If deemed necessary by the Project Engineer, and as required by road owner use imported material for PVC and Polyethylene pipe in accordance with ASTM D 2774 and/or road owner requirements.

Use of Soils and Aggregate for Haunching and Initial Backfill

	Class IA	Class IB	Class II	Class III
General	Excellent pipe support. Excellent drainage. Install to a minimum of 6" above the pipe crown.	Excellent pipe support. Good drainage. Minimizes migration of adjacent material. Install to a minimum of 6" above the pipe crown.	Good pipe support. Fair drainage. Install and compact to a minimum of 6" above the pipe crown.	Reasonable pipe support. Poor drainage. Install and compact to a minimum of 6" above the pipe crown.
Compaction	Not required	Not required	Required 85% of Standard Proctor. 6 inch maximum lifts.	Required 90% of Standard Proctor. 6 inch maximum lifts.

Wet Conditions (below current or future water table). Rock Cuts	Acceptable. Must use same material for Bedding. Extend Haunching to the top crown of the pipe.	Acceptable. Must use same material for Bedding. Extend Haunching to the top crown of the pipe.	Acceptable. Clean groups only suitable for drainage.	Not- Acceptable
Dry Conditions	Acceptable	Acceptable	Acceptable	Acceptable

C. Compaction of Haunching and Initial Backfill:

1. Compact haunching material and initial backfill using walk-behind vibratory plate compactor or manual hand-tamping tools
2. Ensure no contact between compacting equipment and the pipe.
3. Prohibited Compaction Equipment for Haunching and Initial Backfill:
 - a. hoe-pack
 - b. hydrohammer
 - c. rammer-tamper
 - d. vibratory rollers
4. Prevent movement of the pipe during placement or compaction of material.
5. Meet the following density requirements based on standard proctor (ASTM D698):

<i>Location</i>	<i>Percent of Max. Dry Density Required</i>
Areas of Recent Fill or Embankment	95%
Areas Traveled By Vehicular Traffic, Rights-of-Way	90%
Unimproved Surfaces or Fields	80%

3.06 FINAL BACKFILL

A. General:

1. If moisture content of the native soil results in the inability to meet compaction requirements (due to fines), use imported material that meets Part 2.02 B.
2. Waste or haul away material not meeting the requirements at contractor's expense.
3. Conform to Section 02705 – Road Restoration for backfill requirements under roadways.
4. Repair any trenches improperly backfilled or where settlement occurs, then refill and compact.

B. Compaction:

1. Install 2-feet of total fill over the pipe crown before subjecting the trench to hydrohammers, hoe-packs, or vehicular traffic.
2. Backfill in lifts to meet compaction requirements throughout the full depth of backfilled trench.
3. Compact to the following requirements (Densities as a percent of Standard Proctor):

<i>Location</i>	<i>Maximum Lift</i>	<i>Percent of Max. Dry Density Required</i>
Under Roadways or Surfaces Traveled by Vehicular Traffic	8-inches	95%
Areas of Recent Fill or Embankment	12-inches	90%
Rights-of-Way	12-inches	90%
Unimproved Surfaces or Fields	12-inches	80%

3. Use smaller lifts if necessary to meet the in-place density requirements.

3.07 REMOVAL OF NUISANCE WATER

- A. Control site drainage, springs and runoff, and prevent water from adversely affecting trenching locations.
- B. Remove nuisance water entering the trenches. Water that can be removed through the use of sump or trash pumps will not be considered dewatering.
- C. Keep trenches free from standing water until the facilities are in place, the end plugged against the entrance of water, and backfill has been placed and compacted.

3.08 LOCATE EXISTING UTILITIES

- A. Field locate all existing underground utilities.
- B. Contact water and sewer officials 48-hours in advance of work in areas needing utility location service.

3.09 UTILITY CONFLICTS

- A. Protect existing utilities from damage during excavation and backfilling operations.
- B. Provide temporary support for existing water, telephone, power, or other utility services that cross the trench until backfilling of trench is complete.
 - 1. Compact backfill to 95% of maximum density under disturbed utilities.
 - 2. Contractor is responsible for repairs to all damaged utilities.
- C. Water and sewer parallel and perpendicular crossings:
 - 1. Maintain a 10-foot horizontal separation (O.D. to O.D.) for parallel mains.
 - 2. Upon approval by the Engineer, water and sewer mains may be installed in parallel as close as 5-feet, provided all of the following conditions:
 - a. Vertical separation is 18 inches (O.D. to O.D.)
 - b. Water main is above the sewer main.
 - c. Sewer pipe is constructed to withstand 150 psi static pressure without leaking.
 - 3. Maintain a minimum 18-inch vertical separation (O.D. to O.D.) for perpendicularly crossing mains.
 - a. Place water pipe over sewer pipe.
 - b. Lay pipe with joints equidistant from the point of crossing.

3.10 ASBESTOS CEMENT PIPE (ACP) HANDLING

- A. Where ever possible, existing asbestos cement pipe (ACP) shall be abandoned, undisturbed, below ground.
- B. Contractor is responsible for disposal of ACP which must be removed from the excavation, in accordance with all applicable CNMI and federal laws and regulations. Contractor shall contact CNMI Division of Environmental Quality (DEQ) prior to submitting its bid to obtain procedures for disposal of ACP sewer pipe.
- C. ACP materials which can be removed from the excavation intact are in most cases considered "non-friable" asbestos containing materials (ACM) and generally have fewer requirements for disposal. Intact, non-friable ACP can usually be disposed of directly by Contractor to the Marpi Landfill. Contractor shall be responsible for all costs and coordination necessary to remove, transport, and dispose of non-friable ACP in accordance with all applicable federal and CNMI laws and regulations.

- D. ACP materials which cannot be removed from the excavation intact may be considered friable ACM. Disposal or abandonment in the excavation may both be options. Contractor is responsible for determining method of abandonment/disposal in consultation with CNMI DEQ.
- E. Contractor shall show final disposition of ACP on As-Built Drawings, to indicate sections of pipe which are abandoned in place in an intact condition (to include nominal diameter, depths, and lengths), and sections which have been abandoned in a less than intact condition (As-Built shall describe general condition of ACP left in place)

3.11 ROAD SURFACE RESTORATION

- A. Contractor shall restore all damaged road pavement in accordance with applicable DPW specifications.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

Demolition required for this Work includes removal of trees, asphalt paving, sewer manholes, wet wells, generator buildings and appurtenances and miscellaneous items as shown in the Plans.

B. See Plans for items to be removed, salvaged and delivered to Owner's Yard.

C. Related work described elsewhere:

- | | |
|-------------------------------------|------------------|
| 1. Existing Conditions: | Section 02 00 00 |
| 2. Existing Underground Structures: | Section 02 00 50 |
| 3. Site Clearing: | Section 31 10 00 |

1.2 QUALITY ASSURANCE

A. In addition to complying with all pertinent codes and regulations, comply with the requirements of those insurance carriers providing coverage for this work.

1.3 JOB CONDITIONS

A. Dust control:

1. Use all means necessary to prevent the spread of dust during performance of the work of this Section.

B. Burning:

1. On-site burning will not be permitted.

C. Protection:

1. Use all means necessary to protect existing structures designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative at no additional cost to the Owner.

1.4 CONTRACTOR'S RESPONSIBILITIES FOR SAFETY

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 SITE INSPECTION

- A. Prior to any demolition work, carefully inspect the site and determine the extent of work involved.
- B. Report any discrepancy to the Owner's Representative immediately.

3.2 COORDINATION AND SCHEDULING

- A. Schedule and coordinate demolition with Owner, any public utilities or other contractors which may be involved.

3.3 SHORING AND BRACING

- A. Provide any temporary shoring or bracing which may be required during demolition.

3.4 SAFETY

- A. All work shall conform to pertinent OSHA regulations and to other local codes and ordinances as applicable.
 - a. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.
 - b. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable Federal and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Specifications. A certificate indicating the Contractor's Competent Person(s) has completed training in a confined space program based on OSHA regulations within the past 5 years must be submitted to the Owner prior to any confined space entry.
 - c. Where any of these are in conflict, the more stringent requirement shall be followed.
 - d. A certificate indicating that the Contractor's Competent Person(s) has completed training in a confined space program based on OSHA regulations within the past 5 years.

3.5 REMOVAL OF DEBRIS

- A. Remove all debris from the site and leave the site in a neat and orderly condition.

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Reinforcing bars.
- B. Reinforcement accessories.

1.2 RELATED SECTIONS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.

1.3 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 318 - Building Code Requirements for Structural Concrete.
 - 3. ACI SP-66 - ACI Detailing Manual.
- B. American Society for Testing and Materials:
 - 1. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- C. American Welding Society:
 - 1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- D. Concrete Reinforcing Steel Institute:
 - 1. CRSI - Manual of Standard Practice.
 - 2. CRSI - Placing Reinforcing Bars.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Reinforcing steel shop drawings: submit shop drawings for review prior to fabrication.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301, ACI SP-66 and ACI 318.

PART 2 - PRODUCTS

2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade; deformed billet steel bars.

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

- C. Reinforcing Splicing Devices: Mechanical threaded type; full tension; sized to fit joined reinforcing.

2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with ACI 318.
- B. Do not weld reinforcement
- C. Bar splicing is not applicable.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Maintain concrete cover around reinforcement as indicated on Drawings.

END OF SECTION 03 20 00

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
 - 1. All cast-in-place concrete.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 305 - Hot Weather Concreting.
 - 3. ACI 318 - Building Code Requirements for Structural Concrete.
- B. American Society for Testing and Materials:
 - 1. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 2. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 - 3. ASTM C150 - Standard Specification for Portland Cement.
 - 4. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 5. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
 - 6. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
 - 7. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
 - 8. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
 - 9. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
 - 10. ASTM D1190 - Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type.
 - 11. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
 - 12. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Design Data:
 - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
 - c. Fly Ash or other approved Pozzolan

2. Identify mix ingredients and proportions, including admixtures.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Acquire cement and aggregate from one source for work.
- C. Conform to ACI 305 when concreting during hot weather.
- D. Concrete testing to be performed by an independent laboratory.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I Portland type.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

- A. Furnish materials in accordance with local standards.
- B. Air Entrainment: ASTM C260.
- C. Chemical: ASTM C494 Type A - Water Reducing, Type B – Retarding
- D. Fly Ash: ASTM C618 Class F.

2.3 ACCESSORIES

- A. Non-Shrink Grout: ASTM C1107, Grade A
- B. Bonding Agent for Concrete

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: ASTM D1751.
- B. Expansion and Contraction Joint Devices: ASTM B221

2.5 CONCRETE MIX

- A. Mix concrete in accordance with ACI 301. Deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301 trial mixtures.
- C. Provide concrete to the following criteria:
 1. Sewer Concrete Manhole: Design for 5,000 psi at 28 days using 3/4-inch maximum size of aggregate, and 4-inch maximum slump.
 2. Concrete Fill and Pipe Encasements: Unless noted otherwise in the plans, design for 2,000 psi at 28 days using 1-inch maximum size of aggregate, and 4-inch maximum slump
 3. Pipe Supports, Concrete Pad and Other Miscellaneous Items: Unless noted otherwise in the plans, design for 3,000 psi at 28 days using 3/4-inch maximum size of aggregate, and 3-inch maximum slump.

- D. Admixtures: Include admixture types and quantities indicated in concrete mix designs approved through submittal process.
 - 1. Add air entraining agent to normal weight concrete mix.
 - 2. Add Fly Ash or other approved Pozzolan to normal weight concrete mix.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.
- C. Contractor shall notify Engineer for inspection of all construction joints prior to concrete and grout closure placement. If joint placement is performed without Engineer's presence or approval, the work may be deemed unacceptable and non-conforming to these specifications.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush all materials that inhibit bond. Materials such as curing compounds, laitance, saw dust, wood, dirt, shall be removed. Concrete shall be roughened to produce a surface texture of plus or minus one-sixteenth inch.
- B. Concrete surface shall be wetted with clean potable water and standing water removed immediately before new concrete is placed. A bonding agent shall be used prior to placing the concrete.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, ACI 318.
- B. Notify Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- D. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material; lap over damaged areas minimum 12 inches and seal watertight.
- E. Separate slabs on grade from vertical surfaces with 1/2 inch thick joint filler.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- G. Place concrete continuously between predetermined expansion, control, and construction joints.
- H. Do not interrupt successive placement; do not permit cold joints to occur.
- I. Screed slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

3.4 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.5 FIELD QUALITY CONTROL

- A. Contractor shall have tests made by independent laboratory to insure compliance with Specifications. Concrete testing will be paid for by the Contractor.
- B. Submit proposed mix design to testing firm for review prior to commencement of Work.
- C. Tests of cement and aggregates shall be performed to ensure conformance with specified requirements.
- D. Three concrete test cylinders will be taken for every 25 or less cubic yard of concrete. Two of the test cylinder samples, to be tested at 7 and 28 days shall be laboratory cured and one test cylinder sample, to be tested at 28 days shall be field cured. Break samples and submit official test result.
- E. One slump test on site will be taken for each truck load delivered. Testing shall be performed by qualified technician.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.
- G. Hand mixing is not permissible.
- H. Discharge of concrete mix shall be completed within 60 minutes after introduction of mixing water to the cement and aggregates.
- I. No adding water at the site unless approved by project engineer.

3.6 PATCHING

- A. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Owner's Representative upon discovery.
- B. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- C. Patch imperfections in accordance with ACI 301.

3.7 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Owner's Representative.

END OF SECTION

SECTION 31 05 13
SOILS FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Subsoil materials.
2. Topsoil materials.

B. Related Sections:

1. Section 31 05 16 - Aggregates for Earthwork.
2. Section 31 23 17 - Trenching.
3. Section 31 23 23 - Fill.
4. Section 31 25 13 - Erosion Controls.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT - Not Used.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

C. Materials Source: Submit name of imported materials source.

D. Manufacturer's Certificate: Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Furnish each subsoil topsoil material from single source throughout the Work.

B. Perform Work in accordance with CNMI's Department of Public Work's standard.

C. Maintain one copy on site.

PART 2 - PRODUCTS

2.1 SUBSOIL MATERIALS

- A. Subsoil Type S1: Conforming to CNMI's Department of Public Work's standard.
- B. Subsoil Type S2:
 - 1. Select or local borrow.
 - 2. Graded.
 - 3. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
 - 4. Conforming to ASTM D2487 Group Symbol CL.

2.2 TOPSOIL MATERIALS

- A. Topsoil Type S3: Conforming to CNMI's Department of Public Work's standard.
- B. Topsoil Type S4:
 - 1. Excavated and reused material.
 - 2. Graded.
 - 3. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.
 - a. Screening: Single screened.
 - 4. Conforming to ASTM D2487 Group Symbol OH.
- C. Topsoil Type S5:
 - 1. Imported borrow.
 - 2. Friable loam.
 - 3. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
 - a. Screening: Single screened.
 - 4. Acidity range (pH) of 5.5 to 7.5.
 - 5. Containing minimum of 4 percent and maximum of 25 percent inorganic matter.
 - 6. Conforming to ASTM D2487 Group Symbol OH.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and analysis of soil material.
- B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698, ASTM D1557 or AASHTO T180.
- C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698, ASTM D1557 or AASHTO T180.
- D. When tests indicate materials do not meet specified requirements, change material and retest.
- E. Furnish materials of each type from same source throughout the Work.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- C. Remove excess excavated materials, subsoil, and topsoil not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Owner's Representative.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Stockpile topsoil 8 feet high maximum.
- E. Prevent intermixing of soil types or contamination.
- F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- G. Stockpile unsuitable or hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 05 16
AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coarse aggregate materials.
2. Fine aggregate materials.

B. Related Sections:

1. Section 31 05 13 - Soils for Earthwork: Fill and grading materials.
2. Section 31 23 17 - Trenching.
3. Section 31 23 23 - Fill.
4. Section 31 25 13 - Erosion Controls.
5. Section 32 11 23 - Aggregate Base Courses.
6. Section 33 10 01 - Water Distribution System.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT - Not Used.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-in. Drop.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft³.
3. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort 6,000 ft-lbf/ft³.
4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
5. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.

C. Materials Source: Submit name of imported materials suppliers.

- D. Manufacturer's Certificate: Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with CNMI Department of Public Work's standard.
- C. Maintain one copy of each document on site.

PART 2 - PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate Type A1: Conforming to CNMI's Department of Public Work's standard.
- B. Coarse Aggregate Type A2 (Gravel):
- Course aggregate may be used as substitution for base course under sidewalk.
Sieve Size, 1 inch (100% passing), ½ inch (5% passing) with liquid limit of not more than 25; plasticity index of not more than five in accordance with ASTM D4318.
- C. Coarse Aggregate Type A3, Base Course; free of shale, clay, friable material and debris; graded in accordance with ASTM C136, ASTM D2487 within the following limits:

Sieve Size	Percent Passing
2 inches	100
1 inch	95
3/4 inch	95 to 100
5/8 inches	75 to 100
3/8 inches	55 to 85
No. 4	35 to 60
No. 16	15 to 35
No. 40	10 to 25
No. 200	5 to 10

- D. Aggregate Type A4 (Pea Gravel): Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ASTM C136, ASTM D2487 Group Symbol GM or GC; to the following limits:
- Minimum Size: 1/4 inch.
 - Maximum Size: 5/8 inch.

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate Type A5: Conforming to CNMI's Department of Public Work's standard.

- B. Fine Aggregate Type A6 (Sand): Natural river or bank sand; washed;] free of silt, clay, loam, friable or soluble materials, and organic matter; graded in accordance with ASTM C136 or ASTM D2487 Group Symbol SW, SP, SM or SC; within the following limits:

Sieve Size	Percent Passing
No. 4	100
No. 14	10 to 100
No. 50	5 to 90
No. 100	4 to 30
No. 200	0

- C. Blended Aggregate Type A7.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and inspection services.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, ASTM D1557, AASHTO T180, ASTM D4318 or ASTM C136.
- C. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, ASTM D1557, AASHTO T180, ASTM D4318 or ASTM C136.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavate aggregate materials from on-site locations designated by Owner's Representative as specified in Section 31 22 13.
- B. Stockpile excavated material meeting requirements for coarse aggregate materials and fine aggregate materials.
- C. Remove excess excavated materials, coarse aggregate materials and fine aggregate materials not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for coarse aggregate materials and fine aggregate materials from site.

3.2 STOCKPILING

- A. Stockpile materials on site at locations indicated designated by Owner's Representative.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

- E. Stockpile hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing surface debris.
2. Removing designated paving, curbs, and utilities.
3. Removing designated trees, shrubs, and other plant life.
4. Removing abandoned utilities.
5. Excavating topsoil.

B. Related Sections:

1. Section 02 00 00: Existing Conditions
2. Section 02 00 50: Existing Underground Structures
3. Section 02 41 00: Demolition

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT – Not used.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.4 QUALITY ASSURANCE

A. Conform to applicable code for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.

B. Perform Work in accordance with CNMI Department of Public Works' standard.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 02 00 00 – Existing Conditions: Verification of existing conditions before starting work.

B. Verify existing plant life designated to remain is tagged or identified.

C. Identify salvage area for placing removed materials.

3.2 PREPARATION

A. Call Local Utility Line Information service at CUC 235-7025, IT&E 234-6100 and MCV 235-4628 not less than three working days before performing Work.

1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping as specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of Work to minimum depth of 12 inches.
- B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, root system to depth of 48 inches and surface rock.
- C. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove paving, curbs, and utilities as indicated on Drawings. Neatly saw cut edges at right angle to surface.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

END OF SECTION

SECTION 31 25 13
EROSION AND SEDIMENTS CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

This work consists of furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures for use during the life of the contract to control soil erosion and water pollution using below materials and methods.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Measurement and Payment: Section 01 22 00.

PART 2 - PRODUCTS

A. Material shall conform to the following Sections:

1. Trenching Section 31 23 17
2. Fill Section 31 23 23
3. Geotextiles DEQ Approved/per Plan
4. Sandbags DEQ Approved
5. Silt fence DEQ Approved/per Plan and this Section

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. Erosion Control Plan.** The erosion control plan in the contract documents reflect special concerns, measures to protect resources, and permit requirements. An alternate erosion control plan, with all necessary permits, may be submitted for approval according to DEQ requirements. Submit alternate erosion control plans 30 calendar days before intended use.

Provide permanent and temporary erosion control measures to minimize erosion and sedimentation during and after construction. Do not modify the type, size, or location of any control or practice without authorization of Owner.

- B. Controls and Limitations on Work.** Before grubbing and grading, construct all erosion controls around the perimeter of the project including filter barriers, diversion, and settling structures. Limit the combined grubbing and grading operations area to 35,000 square feet of exposed soil at one time. Additional areas may be grubbed and graded after all erosion control and sediment control measures are in place.

Construct erosion control and sediment control measures as follows:

1. Construct temporary erosion controls in incremental stages as construction proceeds.
2. Construct temporary slope drains, diversion channels, and earth berms to protect disturbed areas and slopes.

3. Provide silt fence around existing drainage inlets for protection from sedimentation.
 4. Apply temporary turf establishment on uncompleted disturbed areas that will remain exposed for over 30 calendar days.
 5. Construct and maintain erosion controls on and around soil stockpiles to prevent soil loss. Silt fence should surround soil stockpiles, and stockpiles should be seeded with appropriate grass species for erosion control if the stockpile is to remain for a period greater than 30 days.
 6. Following each day's grading operations, shape earthwork to minimize and control erosion from storm runoff.
- C. Filter Barriers. Construct silt fence, straw bales, or brush barriers for filtering sediment from runoff and reducing the velocity of sheet flow. Conserve brush from clearing operations to construct brush barriers. Silt fence fabric shall meet the Table below, unless otherwise approved by DEQ.
1. Filter Fabric

Fabric Properties	Value	Minimum Acceptable Test Method
Grab Tensile Strength (lbs)	100	ASTM D1682
Elongation at Failure (%)	50	ASTM D1682
Mullen Burst Strength (psi)	250	ASTM D3786
Puncture Strength (lbs)	40	ASTM D751 (modified)
Equivalent Opening Size	40-80	US Std Sieve CW-02215
Ultraviolet Radiation Stability (%)	90	ASTM-G-26

2. Fence post shall be a minimum of 36 inches long. Wood post shall be of sound quality hardwood with a minimum cross sectional area of 3.0 square inches. Steel post will be standard "T" and "U" section weighing not less than 1 lb/ft.
 3. Wire fence shall be a minimum 14.25 gage with a maximum 6 inches mesh opening or as approved by DEQ.
 4. Envirofence or approved equal maybe used in lieu of the above method providing the unit is installed per manufacturer's instructions.
- D. Sediment Retention Structures. Construct temporary sediment retention structures as follows:
1. Temporary sediment traps. Construct temporary sediment traps to detain runoff from disturbed areas and settle out sediment. Provide outlet protection.
- E. Outlet Protection. Construct riprap aprons or basins to reduce water velocity and prevent scour at the outlet of permanent and temporary erosion control measures.
- F. Diversions. Construct temporary channels, temporary culverts, earth berms, or sandbags to divert water around disturbed areas and slopes. Use temporary channels, temporary culverts, pumps, sandbags, or other methods to divert the flow of live streams for permanent culvert installations and other work. Stabilize channels and provide outlet protection.

3.2 MAINTENANCE AND CLEANUP

- A. Maintain temporary erosion control measures in working condition until the project is complete or the measures are no longer needed. Clean erosion control measures when half full of sediment. Use the sediment in the work, if acceptable, or dispose.
- B. Replace erosion control measures that cannot be maintained and those that are damaged by construction operations.
- C. Remove and dispose of temporary erosion control measures when the turf is satisfactorily established and drainage ditches and channels are lined and stabilized. Remove and dispose of erosion control measures.
- D. Restore the ground to its natural or intended condition and provide permanent erosion control measures.

END OF SECTION

SECTION 31 50 00
EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Shoring required for general safety, worker protection and protection of adjacent property from the hazards of caving ground. Includes:
 - a. Trench excavations
 - b. Structural excavations, including manholes

B. Related requirements and work described elsewhere includes:

1. General and Supplemental General Conditions
2. Temporary Facilities and Controls Section 01 50 00
3. Existing Conditions Section 02 00 00
4. Existing Underground Structures Section 02 00 50
5. Trenching and Backfilling Section 31 23 33

1.2 CONTRACTOR'S RESPONSIBILITIES FOR SAFETY

- A. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.
- B. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable Federal and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Specifications.
- C. The Contractor shall comply with the latest provision of OSHA regulations and specifically Part 1926 of 29 CFR, subpart P. This regulation governs excavations, trenching and protective systems, sloping, benching, wood and aluminum shoring for various types of soils, and depths of excavations. The Contractor shall follow these regulations for this project.
- D. A certificate indicating that the Contractor's Competent Person(s) has completed training in an excavation safety program based on OSHA regulations within the past 5 years must be submitted to the Owner.
- E. Where any of these are in conflict, the more stringent requirement shall be followed.

1.3 SAFETY ORDERS

- A. The Contractor shall have at the worksite, copies or suitable extracts of the Construction Safety Orders of OSHA, and Part 1926 of 29 CFR, subpart P.
- B. All work shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

1.4 TRENCH SAFETY PLAN

- A. For trenches and excavations 5 feet or more in depth, the Contractor shall submit to the Owner's Representative a detailed plan design of shoring, bracing, sloping, or

other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least 10 working days before the Contractor intends to begin trenching or excavation work.

- B. If such plans vary from the shoring system standards established by the Construction Safety Orders, or Part 1926 of 29 CFR, subpart P, the Contractor shall notify the Owner in writing and the plan shall be prepared, sealed and signed by a civil or structural engineer registered in the CNMI. Signed and sealed copies of calculations necessary to qualify the system shall be submitted also.
- C. Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety, or Part 1926 of 29 CFR, subpart P.
- D. If Contractor proposes to use trench jacks or speed shores, submittals shall show length and type of shoring, vertical and horizontal spacing, vertical or horizontal wales and plans. Shields, when proposed or used, shall show depth allowed in the soils expected to be encountered.

1.5 OWNER'S REPRESENTATIVE REVIEW

- A. The duty of the Owner's Representative to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.
- B. The Owner's Representative will review the submittal of the Contractor's proposed shoring system to verify the general scope of the work and to determine that qualified professional engineering services are used. This review shall not in any way be construed to relieve the Contractor from sole responsibility for the design and safety of such shoring.

1.6 CONTRACTOR'S SUPERVISOR

- A. The Contractor shall appoint a qualified and competent supervisory employee who shall be responsible to determine the sloping or shoring system which shall be used depending on local soil type, water table, stratification, depth, etc.
- B. This supervisor shall have a minimum of five years experience in the directing of such trenching, excavation and shoring work.

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

SECTION 32 01 01
PAVEMENT REMOVAL AND REPLACEMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Where trenches, pits or other excavations are made in existing roadways and where asphalt or concrete pavement exists, restoration of such pavements shall require Department of Public Works Pavement Patching and Repair Permit, field inspection and approval.
- B. Refer to Typical Road Restoration in project drawings for removal and replacement requirements.

1.2 RELATED SECTIONS

- A. Policy on Asphalt Road Pavement Patching and Repair by DPW (provided at the end of this section).
- B. Specifications for Road Restoration by DPW (provided at the end of this section).

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Measurement and Payment: Section 01 22 00.

1.4 SUBMITTALS

- A. Certificates of Conformance or Compliance: Submit the following for approval:
 - 1. Base materials
 - 2. Asphalts and asphalt cement
 - 3. Bituminous Concrete Mix
 - 4. Concrete
- B. Materials Tests and Test Reports: The testing requirements for materials incorporated in referenced documents will be waived provided the manufacturer submits certificates stating: previously manufactured materials have been tested by recognized laboratories; such materials meet testing requirements specified; and the materials furnished for this project are of the same type, quality, manufacture and make as that tested. Do not submit copies of the test reports unless specifically requested by the Contracting Officer.
- C. DPW Pavement Patching and Repair Permit – refer to DPW Policy on Asphalt Road Pavement Patching and Repair for guidelines.

PART 2 - PRODUCTS

Refer to DPW Policy on Asphalt Road Pavement Patching and Repair for guidelines.

PART 3 - EXECUTION

Refer to DPW Policy on Asphalt Road Pavement Patching and Repair for guidelines.

END OF SECTION



Commonwealth of the Northern Mariana Islands
Office of the Secretary of Public Works
2nd Floor-Joeten Commercial Building, Gualo Rai
Saipan, MP 96950



POLICY ON ASPHALT ROAD PAVEMENT PATCHING AND REPAIR

Whereas an act to add "Article 2 to Title 2, Division 4, Chapter 9 of the Commonwealth Code which requires a license to be obtained prior to any person cutting or trenching into a roadway in the Commonwealth, and for other purposes" was signed on September 28, 1987 and became Public Law 5-41.

Whereas, Article 2 added to Title 2, Division 4, Chapter 9 of the Commonwealth Code did not clearly specify asphalt road pavement patching and repair, the Department of Public Works has adopted a Policy on Asphalt Pavement Patching and Repair mandatory to be added in "other purposes" of Public Law 5-41.

Now therefore, effective April 10, 2013, any individual, agency, organization and business, as a result of road cutting, excavations, underground utilities installations and connections, etc. performed on hot asphaltic concrete pavement within the government right-of-way must secure a Pavement Patching and Repair Permit from the Technical Services Division, Highway Branch of the Department of Public Works, located on the 2nd Floor of the Joeten Commercial Center in Oleai, Saipan.

Applicant must submit a letter to the Secretary of Public Works requesting Pavement Patching and Repair Permit. A stamped received copy of the letter shall be forwarded to the Technical Services Division, Highway Branch. The letter shall include but not limited to the following:


Name of Business or Agency	Estimated starting date
Name of Responsible Individual	Estimated completion date
Name of Contractor to perform pavement patching	

The following guidelines are provided below in performing asphalt road repair and patching:

- **Submit two (2) copies of drawings on an 11"x17" size of sheet showing location, name of roadway, right-of-way limits or property line, proposed patching and/or repair.**
- **The least dimension of area to be paved shall be 5 feet.**
- **Joints shall be perpendicular or parallel to the direction of travel lanes.**
- **Minimum edge distance to the undisturbed portion of pavement shall be 3 feet. If the disturbed portion of travel lane comes less than 3 feet from the edge of pavement, the remaining portion shall be removed and include in the pavement patching.**

- **When the disturbed portion of travel lane affects 50% of the lane width, the entire lane shall be included in the pavement patching.**
- **Replace affected pavement to match existing pavement. Thickness and type are considered.**
- **Hot Asphaltic Concrete Mix – Conform to Specifications for Road Restoration.**
- **Dense-Graded Anti-Skid Pavement – Conform to the Specifications for Road Restoration.**
- **Replace displaced and smeared pavement marking to match existing.**
- **Comply with all regulations stipulated on the application for “Road Cutting”.**
- **All paving operations shall be made in the presence of the Department of Public Works Inspector or Engineer.**
- **Release of bonding will be made upon satisfactory completion of the paving work and acceptance by the Inspector.**

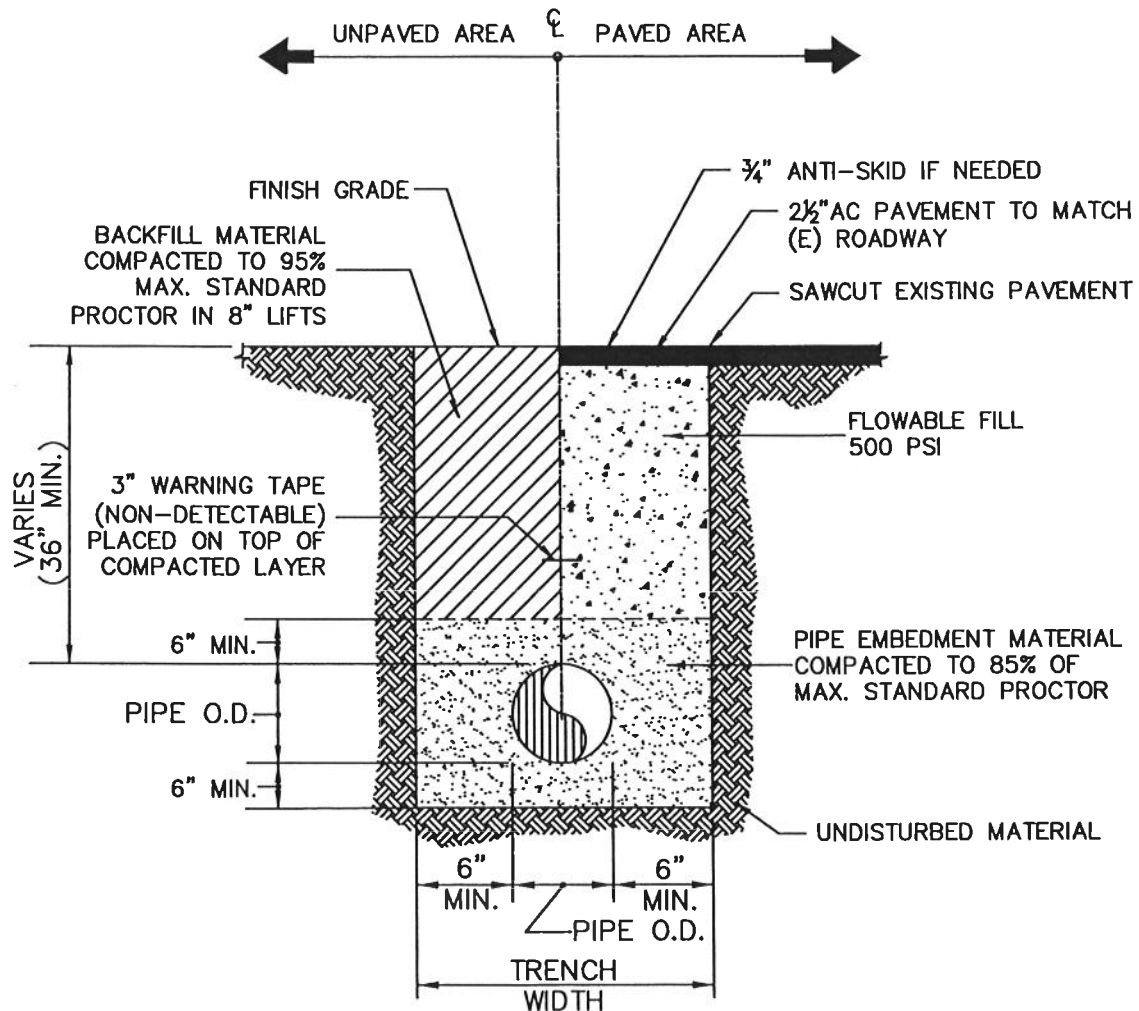
This Policy is issued as a Directive from the Secretary of the Department of Public Works.



MARTIN C. SABLAN, Secretary
Department of Public Works

DEPARTMENT OF PUBLIC WORKS

STANDARD DETAIL



SINGLE PIPE TRENCH

Approved By:

[Signature]
Secretary of Public Works

REVISED: February 10, 2014

CONTRACTOR'S STATEMENT

Project: Commonwealth of the Northern Mariana Islands

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
)
) SS
SAIPAN, MARIANA ISLANDS)

_____ being first duly sworn, deposes and says:
(NAME)

That he/she is _____
(A partner or officer in the firm of, etc.)

Of the party making the foregoing proposal or bid, that such proposal or bid is genuine and represents that he has not retained any person, or been retained, to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Signature of _____
 Bidder, if the bidder is an individual;
 Partner, if the bidder is a partnership
 Officer, if the bidder is a corporation;

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

Seal of Notary Public

My commission expires _____, 20____.

NON-COLLUSION AFFIDAVIT

Project:

Commonwealth of the Northern Mariana Islands

NORTHERN MARIANAS HOUSING CORPORATION)
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
) SS
SAIPAN, MARIANA ISLANDS)

_____ being first duly sworn, deposes and says:
(Name)

That he/she is _____ (A partner or officer in the firm of, etc.) 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 has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance 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 advantage against the Northern Marianas Housing Corporation (NMHC) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of _____

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

Seal of Notary Public

My commission expires _____ 20____.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

*

PROJECT:

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.

In addition, this certification is a material representation of fact upon which reliance is placed when the Government determines to award the contract. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Government, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness programs to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and the contractor's policy of maintaining a drug-free workplace;
 - (2) Any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that such employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
 - (1) Abide by the terms of the statement and notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Government within ten days after receiving notice under subparagraph

(d) (1), with respect to any employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(1), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or requiring such employee to participate satisfactorily, complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. Insert in the space provided below, or include as a separate attachment, a list of the site(s) for the performance of work done in connection with the specific contract:

Place of Performance (Street, Road, Village, Island)

Contractor must specify all sites associated with the project ie., offices/project area(s) and surrounding sites.

Representative:

(Print Name)

(Signature)

Title: _____

Company: _____

EQUAL EMPLOYMENT OPPORTUNITY

Date: _____

PROJECT: _____

The bidder represents that he [] has, [] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or the Secretary of Labor; that he [] has, [] has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

(The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause).

NORTHERN MARIANAS HOUSING CORPORATION

CONTRACTOR'S ASSURANCES

(ALL contracts and subcontracts)

1. The Civil Rights and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has

first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Bidder's/Proposer's Certification and Signature:

The undersigned bidder/proposer certifies that it gives its assurances to comply with the foregoing provisions and its representations are accurate, complete and current.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No. _____

Other Contact Nos.: _____

SECTION 3 AFFIRMATIVE ACTION PLAN

ALL CONTRACTS AND SUBCONTRACTS

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

_____ will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

1. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.
2. The Contractor will submit, prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.
4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.
5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he/she is familiar.
6. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed, the reasons therefore (attached together with this Plan).
7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).

8. For each subcontract, the Prime Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.
9. The Contractor will not attempt to circumvent Section 3 provisions.
10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:
 - a. Attempts to recruit from the project area through local advertising media, Community organizations, public and private agencies operating within or serving the project area, such as the CNMI Department of Labor/Employment Service and the Workforce Investment Agency (WIA) and/or the Private Industry Council.
 - b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons If otherwise qualified and if an opening exists.
11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature: _____ Date: _____

Print Name/Title: _____

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The bidder/proposer 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 fifty-one (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 fifty-one (51%) percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least fifty-one (51%) 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 |

Bidder's/Proposer's Signature

The undersigned bidder certifies that the information contained in this certification and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name & Mailing Address)

Telephone: _____

Fax No.: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT: _____

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means "any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker room and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Representative: _____
(Print Name) (Signature)

Title: _____

Company: _____

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

NORTHERN MARIANAS HOUSING CORPORATION

**SPECIAL CONDITION
PROJECT SIGN – ACKNOWLEDGMENT**

CDBG PROJECT XXXX

OTHER _____

All construction projects in excess of \$50,000 which are undertaken using funds paid by NMHC directly from its general account or through a grant agreement, whether undertaken by the grantee or a subrecipient or subgrantee, shall have a project sign located prominently at the project site. The sign shall be installed prior to construction and shall be maintained for the duration of the construction period.

The sign shall be a minimum of 4 feet by 4 feet. The background of the sign shall consist of three equal horizontal bands: the top red, center white, and the bottom blue. Lettering shall be black. The top section shall contain the name of the project and any other relevant information, e.g., the name of the project sponsor, purpose of the project, etc.

The center section shall contain the following language:

FOR CDBG FUNDED PROJECTS:

“This project is funded in whole or in part with funds provided by the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)” The U.S. Department of Housing and Urban Development (HUD) **shall be in 4 inch block letters.**

FOR OTHER PROJECTS: “This project is funded by NMHC.”

The lower section may contain such other information as is desired such as the name of the chief local executive office, other financial contributors, architect, engineer, etc.

Grantees or subrecipients may use the design and pattern of a previously developed project sign, provided that the sign is amended to acknowledge the contribution by the U.S. Department of Housing and Urban Development, in lettering no smaller than that used to acknowledge other contributors to the project.

NAME OF COMPANY/CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____
(Typed Name and Title)

MAILING
ADDRESS: _____

TEL: _____ FAX: _____

PROJECT : OLEAI SEWER LINE REPLACEMENT PROJECT

CONTRACT No.: NMHC 2021-

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR)

This project is funded in whole or in part with funds provided by

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Contracting Officer : Jesse S. Palacios - NMHC Corporate Director

Contracting Agency : Northern Marianas Housing Corp.

Contractor :

7/8"
3"
3/4"
3
3/4"
3
3/4"
3
7/8"
2
3
4
5
2
7/8"
3"
3/4"
3"
3/4"
3"
3/4"
3"
7/8"

A. APPLICABILITY

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

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics 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 the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

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

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) 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:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **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.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which 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 clause set forth in subparagraph B(1) of this paragraph, 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 clause set forth in subparagraph B(1) of this paragraph, 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 the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph B(2) of this paragraph.

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

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

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACT NO.: NMHC 2021-000

NMHC IFB 2021-018

Contractor: _____

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES**

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as “NMHC”, and _____ is referred to in this contract as the “Contractor.”

Contractor is a General Construction

Jesse S. Palacios, NMHC Corporate Director; is the Expenditure Authority for the NORTHERN MARIANAS HOUSING CORPORATION (NMHC). Any reference to the expenditure authority in this contract is a reference to Jesse S. Palacios, Corporate Director. The Expenditure Authority may take any action on behalf of the NMHC provided for by this contract or by law.

II. NOTICE

All notices and communications required by this contract shall be in written form and shall be delivered to the following addresses:

Mr. Jacob Muna, Procurement Officer
Northern Marianas Housing Corporation
P.O. Box 500514
Saipan, MP 96950
Tel: (670)234-6866

Company Owner
Company Name
P.O. Box
Saipan, MP 96950
Tel: (670)123-4567

III. COMMUNICATION

The Contractor shall maintain communications with NMHC at all stages of the Contractor’s work. The Contractor will submit any questions it may have to the NMHC regarding its performance under this contract.

IV. GENERAL PURPOSE

The purpose of this contract is for the NMHC to procure from the Contractor the services described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract. The services being procured are described as follows:

1. Oleai Sewer Line Replacement Project

The services being purchased by this contract are further described in *Exhibit B*. If the description of the services in *Exhibit B* conflict with the description of the services in this contract, then the description in this contract will control.

The services will be provided on the island of Saipan.

The services will be performed for a duration of *Two Hundred Forty (240) Calendar days*.

V. CONTRACTOR TO PROVIDE EQUIPMENT

The Contractor will provide all materials, supplies, equipment and personnel necessary to complete this contract.

VI. WARRANTY

1 year workmanship warranty

VII. CONTRACT DOCUMENTS

The following instruments shown in the table below, constitute the contract documents ("Contract Documents") and are incorporated as part of the Contract thereof. If any of the attached documents conflict with this contract, then the language of this contract will control.

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions/NMHC Constructions General Condition
B	Scope of Work

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed _____ (\$ __, __.00) in exchange for the labor, materials and tools, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor will begin its performance upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect for a period of **Two Hundred Forty (240) Calendar Days** after the receipt of the Notice to Proceed.

X. CONTRACT EXTENSION

NMHC may extend the term of this contract by written notice to the Contractor 30 days before the contract expires. This extension provision may be exercised more than once, but the total extension of performance may not exceed six (6) months. If NMHC exercises its option to extend this contract, then the contract will continue without any change in the terms and conditions of this contract.

XI. DELIVERY AND PAYMENT

1. The Contractor agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of Saipan. The Contractor will invoice NMHC and will be paid according to the following schedule:

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Progress Billing based on actual completed work		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Payment by NMHC shall be made only upon Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. If the Contractor fails to invoice NMHC according to the above schedule, then NMHC, at its sole discretion, may refuse to pay the untimely invoice. If NMHC exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XII. SIGNATURE REQUIREMENTS

No Contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective upon certification of contract completion by the Procurement Officer.

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The Contractor may grant the NMHC additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XIV. SIGNATURES

1. Expenditure Authority

I declare that I have complied with the NMHC procurement regulations; that this contract is for a public purpose; and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this day in the Commonwealth of the Northern Mariana Islands.

Jesse S. Palacios
Corporate Director
Expenditure Authority

Date:

2. Procurement and Supply

I hereby certify that to the best of my information and belief this contract is in compliance with the NMHC Procurement Regulations, is for a public purpose, the contractor is a responsible contractor, and the contract does not waste or abuse public funds.

Jacob Muna
Procurement Officer

Date

3. NMHC Fiscal Division

I hereby certify that the funds identified below are available and have been committed for funding of this Contract:

Account: _____

Amount: _____

Roger A. Dris
Acting-Chief Financial Officer

Date

4. Attorney General:

I hereby certify that this contract has been numbered, review and approved as to form and legal capacity.

Edward Manibusan
Attorney General

Date

5. NMHC Board of Directors

Merced "Marcie" M. Tomokane
Chairwoman

Date

6. Contractor – _____:

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do hereby accept and bind the Contractor to the terms of this Contract. I further represent for the Contractor that no person associated with the Contractor has retained any person in violation of the Commonwealth Procurement Regulations.

PRINTED NAME OF SIGNING AUTHORITY

TITLE

SIGNATURE OF SIGNING AUTHORITY

Date

7. CERTIFICATION OF CONTRACT COMPLETION

I hereby certify that this contract bears all signatures and is therefore complete.

Jacob Muna
Procurement Officer

Date

XV. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

- ☒ Competitive Sealed Bids
☐ Competitive Sealed Proposal
☐ Small Purchase
☐ Sole Source
☐ Emergency
☐ Expedited

Type of Procurement (Check one only)

- ☒ Initial procurement
☐ Subsequent procurement –
☐ Following Bid Protest
☐ Government's Option
☐ Replacement for Defaulted Contractor

Government contract numbers of all related contracts with the Vendor:
Insert Contract Numbers, or NONE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____ as PRINCIPAL,
and _____, as SURETY,
are held and firmly bound unto the Northern Marianas Housing Corporation (NMHC)", in the
penal sum of _____ Dollars
(US\$ _____) for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the
Principal entered into a certain contract, hereto attached, with the NMHC dated
_____, 20_____, for the _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,
suppliers, laborers, and materials in the prosecution of the work provided for in said contract, and
any and all duly authorized modifications of said contract that may hereafter be made, notice of
which modifications to the Surety being hereby waived, then, this obligation to be void;
otherwise to remain in full force and virtue.

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

The rate of premium on this bond is _____ per thousand.

The amount of premium charges is _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest: _____ SEAL
(Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: _____ SEAL
(Corporate Surety)

(Business Address)

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/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____ as PRINCIPAL,
and _____, as SURETY,
are held and firmly bound unto the Northern Marianas Housing Corporation (NMHC),
hereinafter call "the Government", in the penal sum of _____ Dollars
(US\$ _____) for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the
Principal entered into a certain contract, hereto attached, with the NMHC dated
_____, 20_____, for the _____.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions, and agreement of said contract during the original
term of said contract and any extensions thereof that may be granted by the NMHC, with or
without notice to the Surety, and during the life of any guaranty required under the contract, and
shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all duly authorized modifications of said contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived, then, this obligation to
be void; otherwise to remain in full force and virtue.

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

The rate of premium on this bond is _____ per thousand.

The amount of premium charges is _____.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

(Individual Principal) SEAL

(Business Address)

(Individual Principal) SEAL

(Business Address)

Attest:

(Corporate Principal) SEAL

(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest:

(Corporate Surety) SEAL

(Business Address)

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/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT A
NORTHERN MARIANAS HOUSING CORPORATION (NMHC)
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

The Contractor is responsible for all applicable Commonwealth or federal taxes and fees which may become due and owing by the Contractor by reason of this contract. The Contractor is also responsible for obtaining all insurance, licenses, permits, and certificates that may be required in order to perform this contract.

II. LITIGATION

If the NMHC, without any fault on its own part, becomes a party to any litigation by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by the NMHC, including reasonable attorneys' fees.

III. CONTRACT SUBJECT TO FUNDING

Continued funding of this Contract beyond the present fiscal year is contingent on availability of funding in future years. In the event that such funding does not become available, the NMHC may terminate the contract without any further liability.

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

The Contractor agrees to complete the contract according to the terms of the contract and to the full satisfaction of the Expenditure Authority.

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the NMHC Procurement Regulations codified by NMIAC §§ 100-60-001, et seq. Any procurement action of a NMHC official or employee in violation of said regulations is not authorized by the NMHC and is an act for which the NMHC will not take responsibility or be liable for in any manner. The Contractor and the NMHC Expenditure Authority hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

VI. DEBARMENT, SUSPENSION, AND PERSONAL LIABILITY FOR VIOLATION OF PROCUREMENT REGULATIONS

If the contract is in violation of the procurement regulations codified by NMIAC §§ 100-60-001, et seq., then the Contractor may be subject to debarment or suspension from NMHC contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the NMHC and the Contractor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 100-60-001, et seq.
2. Commonwealth law governs this contract.
3. The NMHC will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The NMHC will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The NMHC will not be held liable for any attorneys' fees incurred by the Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

It shall be a breach of contract for the Contractor to offer, give, or agree to give a gratuity or an offer of employment to any employee or former employee in connection with the execution of this contract.

It shall be a breach of contract for any NMHC employee to solicit, demand, accept, or agree to accept from the contractor, a gratuity, or an offer of employment in connection with the execution of this contract.

IX. RIGHT TO AUDIT

The Contractor and subcontractor or grantee and sub-grantee at all levels shall provide the Public Auditor of the Commonwealth of the Northern Mariana Islands with access to and the right to examine and copy any records, data or papers relevant to this contract or grant until three (3) years have passed since the final payment pursuant to this contract or grant.

X. KICKBACKS PROHIBITED

It shall be a breach of contract for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

XI. CONTINGENT FEES

The Contractor hereby represents that it has not retained any person to solicit or secure government contracts upon an agreement or understanding for a commission percentage, brokerage or contingent fee except for the retention of a bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XII. TERMINATION FOR DEFAULT

1. If the Contractor refuses or fails to deliver the goods or services as required or fails to deliver the goods or services within the time period specified by this contract, then the NMHC may terminate this contract by providing written notice of termination to the Contractor. If the NMHC terminates this contract for default, then the Contractor will be liable for damages. In the alternative, the NMHC may insist upon the performance of this contract and the payment of damages for its delay. Failure to deliver the goods or services as required and within the time limits provided by this contract may subject the Contractor to suspension, disbarment, or any other remedy provided by law.
2. The NMHC will not terminate the contract for failure to deliver the goods or services within the specified time if the failure is caused by an act of god, acts of the public enemy, acts of the NMHC, fires, floods, epidemics, or unusually severe weather.
3. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIII. TERMINATION FOR CONVENIENCE

1. The NMHC may, when its interests so require, terminate this contract in whole or in part for the convenience of the NMHC. The NMHC will give written notice of the termination to the Contractor if the contract is terminated for the convenience of the NMHC.
2. If the contract is terminated, then the Contractor will not incur any further obligation in connection with the terminated contract. The Contractor will work to terminate outstanding orders and subcontracts as they relate to the terminated contract and will settle the liabilities and claims arising out of the termination. The Contractor will limit and mitigate its damages as much as possible.
3. If the contract is terminated for convenience, then the parties may enter into a settlement regarding the payment due under this contract. Otherwise, the amounts due under the contract will be as follows, provided that the NMHC may not be held liable for more than the amount to be paid under this contract:
 - a) Costs incurred in preparing to perform and performing the terminated contract.
 - b) Costs of settling and paying claims arising out of termination of subcontracts.
 - c) The reasonable settlement costs of the Contractor.

XIV. ASSURANCES

The Contractor, by signing the contract, affirms that this contract is in compliance with the following federal laws and regulations:

1. **Equal Employment Opportunity.** For all Contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Additional Equal Employment Opportunity Clause.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. **Davis Bacon Act, as amended (40 U.S.C. 3141—3148).** If the Contract is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall be required to pay wages not less than once a week.
4. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) –** If the Order is in excess of \$2000 and pertains to construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** – If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement** – If the Contract is for the performance of experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and the Commonwealth in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387)**, as amended – If the Contract is in excess of \$150,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Energy Policy and Conservation Act (42 U.S.C. 6201)** – Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Contract is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commonwealth.

10. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
11. The Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In particular, the requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
12. If applicable, the Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act by procuring solid waste management services in a manner that maximizes energy and resource recovery.
13. If the contracting agency is an EPA financial assistance agreement recipient, then the contract agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor further agrees that it shall carry out the applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. The contractor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.

END OF DOCUMENT

General Conditions — Construction Contract

Contents

Clause	Page
1. ENTIRE AGREEMENT	3
2. CONTRACT NOT ASSIGNABLE.....	3
3. INDEPENDENT CONTRACTOR	3
4. NO WAIVER BY THE NORTHERN MARIANAS HOUSING CORPORATION.....	3
5. INTERPRETATION AND VALIDITY	3
6. DEFINITIONS	4
7. AUTHORITIES AND LIMITATIONS	4
8. PAYMENTS TO CONTRACTOR	5
9. ASSIGNMENT OF CLAIMS	6
10. STATUS OF ARCHITECTURAL/ENGINEERING DESIGNS AND DATA	6
11. ADDITIONAL REQUIREMENTS FOR “DESIGN-BUILD” PROJECTS	7
12. CONTRACT AND BONDS	7
13. CONSTRUCTION PROGRESS CHART.....	7
14. FEES AND CHARGES.....	8
15. CONTRACT TIME	8
16. LIQUIDATED DAMAGES	9
17. DISPUTES AND REMEDIES	9
18. SUSPENSION OF WORK.....	10
19. CHANGES	11
20. EQUITABLE ADJUSTMENT.....	12
21. TERMINATION FOR DEFAULT	12
22. TERMINATION FOR THE CONVENIENCE OF THE COMMONWEALTH	14
23. LIABILITY TO THIRD PERSONS; INDEMNIFICATION; INSURANCE	15
24. SUPERINTENDENCE BY CONTRACTOR.....	16
25. RIGHTS-OF-WAY	16
26. APPROPRIATENESS OF EQUIPMENT	17
27. LAWS TO BE OBSERVED	17
28. PERFORMANCE OF WORK BY CONTRACTOR.....	17
29. CONDITIONS AFFECTING THE WORK.....	17
30. SITE INVESTIGATION.....	18
31. DIFFERING SITE CONDITIONS.....	18

32. AS-BUILT DRAWINGS	19
33. SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES	19
34. SAMPLES	20
35. INSPECTION AND ACCEPTANCE	21
36. MATERIAL AND WORKMANSHIP	22
37. OTHER CONTRACTS	22
38. SUBCONTRACTS.....	22
39. COMMONWEALTH OCCUPANCY	23
40. GUARANTEES.....	23
41. MAINTENANCE OF TRAFFIC	24
42. PERMITS AND RESPONSIBILITIES.....	24
43. PROJECT SIGNS.....	24
44. SPECIFICATIONS AND DRAWINGS	24
45. STANDARD REFERENCES	25
46. STANDARD DETAILS.....	25
47. MEASUREMENTS.....	25
48. SURVEY MONUMENTS AND BENCH MARKS	26
49. PATENT INDEMNITY	26
50. CONVICT LABOR.....	26
51. EQUAL OPPORTUNITY	26
52. UTILIZATION OF SMALL BUSINESS CONCERNS	27
53. WORKING HOURS	27
54. SOCIAL SECURITY	27
55. ACCIDENT PREVENTION - PUBLIC SAFETY	28
56. DEBRIS AND CLEANING.....	28
57. SANITATION	28
58. PROTECTION OF EXISTING VEGETATION AND IMPROVEMENTS	28
59. STORM PROTECTION.....	29
60. FAILURE TO FURNISH INFORMATION AND RECORDS.....	29
61. PERMISSION TO ENTER THE COMMONWEALTH	29
62. TRANSPORTATION AND LODGING EXPENSE	29
63. OFFICIALS NOT TO BENEFIT	30
64. PROHIBITION AGAINST GRATUITIES, KICKBACKS & CONTINGENT FEES	30
65. RIGHT TO AUDIT	30
66. CONTRACT SUBJECT TO FUNDING.....	30

General Conditions — Construction Contract

1. ENTIRE AGREEMENT

(a) With respect to the subject matter of the Contract, the Contract, as expressed in the Contract Documents, represents the entire agreement between the Northern Marianas Housing Corporation (NMHC) and the Contractor, and supersedes all prior agreements and understandings. No revision to the express terms of the contract shall be implied, except as required by law.

2. CONTRACT NOT ASSIGNABLE

(a) The Contract and all of its covenants shall inure to the benefit of and be binding respectively upon the NMHC and the Contractor and its partners, successors, assigns and legal representatives. The Contractor may not assign, transfer, encumber, or sublet its interest or obligations under the Contract without written consent of the NMHC. No mechanic, subcontractor, supplier, or other person shall be permitted to contract for or in any other manner have or acquire any lien upon the services covered by the Contract, or the construction to which the services pertain, or the land upon which the construction is situated.

3. INDEPENDENT CONTRACTOR

(a) For purposes of the application of **Part 700**, “Ethics in Public Contracting” of the NMHC Procurement Regulations, the Contractor and its employees, agents, subcontractors, and representatives shall be considered employees of the Commonwealth government.

(b) Except as stated in the NMHC Procurement Regulations or authorized in writing by the Corporate Director and only under the terms so stated or authorized, neither the Contractor nor its employees or subcontractors shall act for, represent, or bind the NMHC in any capacity or manner whatsoever, or be deemed or considered an employee, agent, or representative of the NMHC, or be deemed to have any relationship with the NMHC other than that of independent contractor.

4. NO WAIVER BY NMHC

(a) The failure of NMHC in any one or more instances to insist upon strict performance of any of the items of the Contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or options on any future occasion.

5. INTERPRETATION AND VALIDITY

(a) This contract shall be interpreted under the laws of the Commonwealth of the Northern Mariana Islands. Where no local law is available to resolve a particular issue, reference shall be made to U.S. federal procurement law and cases similar to the matter in dispute, including the Federal Acquisition Regulation and decisions interpreting it, as well as scholarly treatises on U.S. federal procurement law.

(b) All provisions of this Contract shall, to the extent practical, be interpreted to be consistent with the NMHC Procurement Regulations. In the event of an unresolvable conflict between any provision

of the contract and the NMHC Procurement Regulations, the NMHC Procurement Regulations shall govern the Contract.

(c) In the event of a conflict between any provision of the Contract and Agreement document and these General Conditions, the Contract and Agreement document shall govern the Contract.

(d) If the contract documents include a "Special Conditions" document, that document shall be interpreted to supplement these General Conditions and shall prevail in the event of a conflict.

(e) In the event the contract or the procurement action resulting in the contract is found to be in violation of the NMHC Procurement Regulations, then the Contract will not be valid under the laws of the Commonwealth of the Northern Mariana Islands, and may be found to be legally voidable. The NMHC will seek to have any liability asserted against it by a contractor which directly results from improper acts of a government employee to be determined judicially to be the individual liability of the employee who committed the wrongful acts.

6. DEFINITIONS

(a) The term "NMHC" as used in all Contract Documents shall mean the government of the Northern Marianas Housing Corporation.

(b) The term "Corporate Director" as used in all Contract Documents shall mean the person executing the Contract as Corporate Director and includes a duly appointed successor or authorized representative.

7. AUTHORITIES AND LIMITATIONS

(a) All work under the Contract shall be performed under the general direction of the Corporate Director, who alone shall have the power to bind the NMHC and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. The authorized representatives are responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The authorized representatives shall not make any commitments or authorize any changes which constitute work not within the general scope of the Contract, change the expressed terms and conditions hereof or specifications incorporated or included herein, or by any act or omission authorize expressly or otherwise, a basis for any increase in the contract price or time for performance. Whenever any provisions in the Contract specify an individual (such as, but not limited to, Construction Engineer, Inspector, or Custodian) or an organization (whether government or private) to perform any act on behalf of, or in the interest of the NMHC, that individual or organization shall be deemed to be the Corporate Director's authorized representative under the Contract but only to the extent so specified. A copy of each document vesting authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination issued by an authorized representative in accordance with his authority to act for the Corporate Director; but the Contractor assumes all the risks and consequences of performing the contract in accordance with any order (including but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) The work of the Contractor is subject to inspection to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without the

written authority of the Corporate Director, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the work.

8. PAYMENTS TO CONTRACTOR

- (a) The NMHC will pay the contract price as provided in this clause.
- (b) The NMHC will make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Corporate Director, on estimates approved by the Corporate Director.
- (c) Before the first progress payment under the Contract becomes due, the Contractor shall prepare a breakdown of the contract price acceptable to the Corporate Director showing the amount included therein for each principal category of the work, in such detail as requested. The values in the breakdown will be used to provide a basis for determining progress payments. The Contractor's overhead and profit shall be prorated throughout the life of the contract.
- (d) Except as may be otherwise provided in the Contract, the contract price shall include all applicable Federal, Commonwealth of the Northern Mariana Islands, and local taxes and duties.
- (e) Estimates on which progress payments are based shall include the value (as determined by the Corporate Director) of satisfactory in place work performed pursuant to change orders.
- (f) Preparatory work done will not be taken into consideration in preparing estimates upon which progress payments are based.
- (g) The Corporate Director, at his discretion, may authorize payments for materials delivered and stored on the work site. The Contractor is fully responsible for the materials delivered and stored by him.
- (h) The Contractor, prior to receiving a progress or final payment under the Contract, shall submit to the Corporate Director a certification that the Contractor has made payments from the proceeds of prior payments, or that he will make timely payment from the proceeds of the progress payments or final payment due him, to his workers, subcontractors, and suppliers in accordance with the Contractor's contractual agreement with them.
- (i) In making each progress payment, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. Furthermore, upon completion and acceptance of each separate building, public work, or other division of the contract on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.
- (j) All material and work covered by progress payments made shall thereupon become the sole property of the NMHC, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which the payments have been made or the restoration of any damaged work, or as waiving the right of the NMHC to require the fulfillment of all of the terms of the contract.
- (k) Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the NMHC with a written release of all claims against the NMHC arising by virtue of the Contract, other than claims stated in amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the Contract has been assigned under the "Assignment of Claims" clause, a release may also be required of the assignee.

9. ASSIGNMENT OF CLAIMS

- (a) If the Contract provides for payments aggregating One Thousand Dollars (US\$1,000.00) or more, claims for monies due or to become due the Contractor from the NMHC under the Contract may be assigned to a bank, trust company or other financing institution, including any U.S. federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under the Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.
- (b) In no event shall copies of the Contract Documents or of any drawings, specifications, or other similar documents relating to work under the Contract, if marked "Secret", "Top Secret" or "Confidential", be furnished to any assignee, nor may any part of all the Contract so marked be disclosed to such assignee without the prior written authorization of the Corporate Director.

10. STATUS OF ARCHITECTURAL/ENGINEERING DESIGNS AND DATA

- (a) **Confidential Information.** All information contained in any architectural/engineering design studies, reports, and drawings and all parts thereof, submitted to the NMHC pursuant to the Contract, are to be treated as strictly confidential and for official use of the NMHC only. The Contractor shall take all reasonable steps to ensure that no member of its staff or organization shall divulge any information concerning the studies, reports and drawings except to a duly authorized representative of the NMHC, without prior written permission of the NMHC. This confidential restriction shall apply for five (5) years after completion of the work under the Contract.

The foregoing does not apply to any information falling into any of the following categories:

- (i) Information which at the time of disclosure is or thereafter becomes within the public domain other than by reason of Contractor's breach of the Contract.
 - (ii) Information which prior to disclosure hereunder was already in the Contractor's possession without violation of any secrecy obligation to the NMHC either directly or indirectly.
 - (iii) Information which subsequent to disclosure hereunder is obtained by the Contractor from a third party who is lawfully in possession of such information and which information is not subject to the secrecy obligation to the Commonwealth or to others.
 - (iv) Information which is developed by the Contractor independently of its work under the Contract.
- (b) **NMHC Rights.** The NMHC shall have unlimited rights, for the benefit of the NMHC, to the architectural/engineering work product of the Contractor created pursuant to the Contract, including all drawings, specifications, architectural/engineering designs, notes, and other architectural/engineering work developed in the performance of the Contract, including the right to use some or all of the architectural/engineering work product on any other NMHC work without additional cost to the NMHC. The NMHC shall have and enjoy a royalty-free license to all architectural/engineering work product which the Contractor may cover by copyright and to all engineering and architectural designs as to which the Contractor may assert any rights to or establish any claim under the design patent or copyright laws. The Contractor shall submit to the NMHC all original copies of reports, completed drawings, notes, and other documents developed in the performance of the Contract after completion and acceptance of the work.

11. ADDITIONAL REQUIREMENTS FOR “DESIGN-BUILD” PROJECTS

- (a) **Applicability of Provisions.** This clause shall apply in design-build projects to the extent the provisions herein are not expressly covered or contradicted by the Contract and Agreement or Scope of Work documents.
- (b) **Site Visits and Conference.** The Contractor shall, if necessary, visit the project site and shall hold conferences with representatives of the NMHC and take such other action as may be necessary to obtain the data required to accomplish the Project.
- (c) **Preliminary Sketches.** Preliminary sketches shall include studies, reports, and plans, elevations and sections developed to the extent as will clearly indicate the proposed planning and a reasonable estimate of the cost. Preliminary sketches, along with an estimate of the cost of the project shown on the sketches, shall be submitted for the approval of the Corporate Director. The Contractor shall change the preliminary sketches or reports for the Project to the extent necessary to meet the requirements of the NMHC, and after review and approval by the Corporate Director, the Contractor shall furnish necessary prints of the approved preliminary sketches and reports to the Corporate Director.
- (d) **Final Drawings and Specifications.** After preliminary sketches and estimates have been approved, the Contractor shall proceed with the preparation of reports, drawings, and specifications as required by the Corporate Director in connection with the Project. Reports, drawings, specifications, and estimates shall be delivered to the Corporate Director in such sequence and at such times as required by the Corporate Director. Following review by the Corporate Director, the Contractor shall make such corrections as are required to obtain the Corporate Director’s approval, and shall submit prints of the final reports, drawings, and specifications.
- (e) **Deficiencies in the Work.** The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all services furnished by the Contractor under the Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the work, including both the design and the construction of the Project.
- (f) **Work to be Continuous.** Unless directed otherwise by the Corporate Director, work on the Project shall not be suspended during periods of design review by the Corporate Director.

12. CONTRACT AND BONDS

- (a) If the Contractor fails to satisfactorily execute the required forms of contract, performance bond, and payment bond, within the time established, the NMHC may proceed to have the required work performed by contract or otherwise, and the Contractor shall be liable for any excess cost to the NMHC and the Contractor’s bid guarantee shall be available toward off-setting such excess cost.

13. CONSTRUCTION PROGRESS CHART

Within ten (10) days after receipt of the Notice to Proceed, the Contractor shall prepare and submit to the Corporate Director for approval six (6) copies of a practicable progress chart. The chart shall show the principal categories of work corresponding with those used in the breakdown on which progress payments are based, the order in which the Contractor proposes to carry on the work, the date on which it will start each of the categories of work, and the contemplated date for completing the same. If the Project includes a design component that is the responsibility of the Contractor, the progress chart shall include provisions for the design and review elements specified in the Scope of Work document and in the “Additional Requirements for Design-Build Projects” clause. The chart shall be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. At the end of each progress payment period, or at such intervals as directed by the Corporate Director, the Contractor shall: (1) adjust the chart to reflect any changes in the contract

work, completion time, or both, as approved by the Corporate Director;

(2) enter on the chart the total percentage of work actually in place; and (3) submit three copies of the adjusted chart to the Corporate Director.

(a) If, in the opinion of the Corporate Director, work actually in place falls behind that scheduled, the Contractor shall take such action as necessary to improve his progress. In addition, the Corporate Director may require the Contractor to submit a revised chart demonstrating his program and proposed plan to make up a lag in schedule progress and to ensure completion of work within the contract time. If the Corporate Director finds the proposed plan not acceptable, he may require the Contractor to increase the work force, the construction plan or equipment, or the number of work shifts without additional cost to the NMHC.

(b) Failure of the Contractor to comply with these requirements shall be considered grounds for determination by the Corporate Director that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified.

14. FEES AND CHARGES

(a) The Contractor shall pay all fees and charges pertaining to temporary connection to utilities for construction. The Contractor will apply for permanent utility connections with the assistance of the NMHC. The NMHC will pay all fees and charges regarding permanent utility connections. The Contractor shall pay all charges for the use of property outside of the work site.

15. CONTRACT TIME

(a) The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, within the number of calendar days set forth in the contract documents, which number (adjusted by the exclusions and extensions described below, and by any applicable amendments, addenda, or change order to the Contract) shall be the "contract time". Time will be assessed against the Contractor beginning with the date of the Notice to Proceed. All strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Corporate Director for causes not the fault of the Contractor, shall be excluded from the computation of the contract time. If the satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities than those set forth in the original contract, then the contract time shall be extended in the same proportion as the cost of the additional work bears to the original work contracted for. No allowances will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor. In order to secure an extension of time for delays beyond his control, the Contractor shall within ten (10) days from the beginning of any such delay, notify the Corporate Director in writing of the causes of delay, whereupon the Corporate Director will ascertain the facts and the extent of the delay and extend the contract time when, in his judgement, the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive.

16. In design-build projects that require periods of time for government review of design elements submitted by the Contractor, the government review time will not be added to the total time for contract completion unless such review so disrupts the orderly prosecution of the work by the Contractor that normal progress is materially impeded, or the Corporate Director orders the work suspended pending review. The Corporate Director shall, by written order, adjust the contract time in an equitable fashion to account, if necessary, for delay resulting from government review time.

17. LIQUIDATED DAMAGES

(a) The amount per day of liquidated damages, as referred to in these General Conditions, is the sum stated as "Liquidated Damages" in the Contract and Agreement document, or, if no amount is stated in the Contract and Agreement, then in any document in the bid package, or, if no amount is stated in

these documents, then in the Proposal, if any. In the event no amount for liquidated damages may be determined from the application of the first sentence of this paragraph, then the daily amount of liquidated damages shall be the greater of (i) one hundred dollars (\$100), or (ii) two percent (2%) of the contract price divided by the number of calendar days of the contract time, the contract time and contract price being determined at the time of the assessment of liquidated damages. This amount is considered to be liquidated damages to reimburse the NMHC for loss and damages suffered by the NMHC and is in no case a penalty.

(b) In the event the Contractor shall fail fully to perform and complete the work in conformity with the Contract within the contract time, the Contractor shall pay to the NMHC for each and every day of the additional time in excess of the contract time liquidated damages as specified in paragraph (a) of this clause.

(c) Liquidated damages may also be assessed against the Contractor under other provisions of the Contract, and shall be determined in accordance with paragraph (a) of this clause.

(d) The NMHC may recover the amount of liquidated damages by deducting the amount thereof out of any monies which may be due or become due the Contractor under the Contract or under any other existing or future contract between the NMHC and the Contractor, or by an action at law against the Contractor or his surety, or by any or all of these methods.

18. DISPUTES AND REMEDIES

(a) Notwithstanding any other provision of the Contract, before the contractor may bring any action in law or equity relating to any dispute relating to the Contract, including but not limited to claims for wrongful termination or breach, the Contractor must first submit the dispute to administrative resolution and appeal as provided by this clause.

(b) Any dispute between the NMHC and the Contractor relating to the performance, interpretation of, or compensation due under the Contract, must be filed in writing with the NMHC Office Manager within ten calendar days after the Contractor obtains knowledge of the facts surrounding the dispute.

(c) The NMHC Office Manager will attempt to resolve the dispute by mutual agreement. If the dispute cannot be settled, either the Contractor or the Corporate Director may request a decision on the dispute from the NMHC Legal Counsels. The Legal Counsel shall review the facts pertinent to the dispute, provide necessary legal assistance and prepare a decision that shall include:

- (i) Description of the dispute;
- (ii) Reference to pertinent contract terms;
- (iii) Statement of the factual areas of disagreement or agreement; and
- (iv) Statement of the decision as to the factual areas of disagreement and conclusion of the dispute with any supporting rationale.

(d) The Corporate Director may require a hearing or that information be submitted on the record, in his discretion.

(e) Whenever the Contractor has a dispute pending before the Corporate Director, the Contractor must continue to perform according to the

terms of the contract, and failure to so continue shall be deemed to be a material breach of the contract unless the Contractor obtains a waiver of this provision by the Corporate Director.

(f) Paragraphs (b) through (e) are derived from **Part 500** of the NMHC Procurement Regulations, and shall be interpreted so as not to be in conflict with the NMHC Procurement Regulations. If an officer of the NMHC other than the Corporate Director executes the Contract and Agreement as “expenditure authority”, then that officer shall be substituted for “Corporate Director” in paragraphs (b) through (e).

(g) Disputes arising out of the Labor Standards Provisions of this Contract (if any) shall be subject to this clause, except, to the extent such disputes involve classifications or wage rates contained in the CNMI Title and Pay Plan, which questions shall be referred to the Corporate Director.

(h) Nothing in this clause shall serve to limit any remedies at law or equity available to the Commonwealth. This contract shall be interpreted under the laws of the CNMI. Where no local law is available to resolve a particular issue, reference shall be had to U.S. federal procurement law and cases similar to the matter in dispute, including the Federal Acquisition Regulation and decisions interpreting it.

19. SUSPENSION OF WORK

(a) The Corporate Director may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the NMHC, including, but not limited to suspensions for unfavorable weather or other essential conditions, failure on the part of the Contractor to prosecute properly the work in accordance with the contract, or failure of the Contractor to carry out orders or to remove defective materials or work.

(b) In the event of a suspension of work by the Corporate Director under paragraph (a), for any reason over which the Contractor has or had no control, the contractor may be reimbursed for actual money expended on the job during the period of suspension. No allowance will be made for anticipated profits. The period of suspension shall be computed from the date set out in written order for work to cease until the date of the order for work to resume. Claims for such compensation shall be filed with the Corporate Director within 10 days after the date of the order to resume work, or such claim will not be considered. The Contractor shall submit with its claim substantiating papers covering the entire amount shown on the claim. The Corporate Director shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final.

(c) If the performance of all or any part of the work, for an unreasonable period of time, is suspended, delayed, or interrupted by an act of the Corporate Director in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of the Contract (excluding anticipated profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the contract shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

(1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (2) for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

(d) No claim under paragraph (c) shall be allowed: (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Corporate Director 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 such suspension, delay, or interruption, but not later than the date of final payment under the contract.

(e) The Contractor shall not suspend the work without written approval by the Corporate Director, and prior to resuming work shall give the Corporate Director forty-eight (48) hours notice to afford opportunity to re-establish inspection.

(f) No provision of this clause shall be construed as entitling the Contractor to compensation for delays due to inclement weather, delays due to failure for surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract documents, including all amendments, addenda, and change orders.

20. CHANGES

(a) The Corporate Director may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes in:

- (i) The specifications (including drawings and designs);
- (ii) The method or manner of performance of the work;
- (iii) The NMHC-furnished facilities, equipment, materials, services, or site; or
- (iv) The directing of acceleration in performance of the work.

(b) Any other written order or an order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the Corporate Director, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Corporate Director written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Corporate Director shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(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 the Contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the NMHC is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written change order under paragraph (a) of this clause, or the furnishing of a written notice under paragraph (b) of this clause, submit to the Corporate Director a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Corporate Director. The statement of claim hereunder may be included in the notice under paragraph (b) of this clause.

(f) No claim by the Contractor for an equitable adjustment under this clause shall be allowed if asserted after final payment under this contract.

(g) Additional performance and payment bond protection shall be furnished by the Contractor in connection with any modification affecting an increase in the price under the Contract if:

- (i) The modification is for new or additional work which is beyond the scope of the existing contract; or
- (ii) The modification is pursuant to an existing provision of the Contract and increases the contract price by \$5,000 or twenty five percent (25%) of the basic contract price whichever is less.

21. EQUITABLE ADJUSTMENT

- (a) The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the form of a lump sum proposal (unless otherwise requested by the Corporate Director) with an itemized breakdown of all increases or decreases in the cost of the Contractor's and all subcontractors' work, in at least the following detail:
 - (i) Material quantities and unit costs,
 - (ii) Labor costs (identified with specific item of material to be placed or operation to be performed),
 - (iii) Workmen's Compensation and Public Liability Insurance overhead, and
 - (iv) Employment taxes under FICA, FUTA, and CNMI Social Security System.
- (b) The percentage for overhead, profit, and commission shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall exceed fifteen percent (15%) of the estimated cost of the work, and shall be considered to include, but is not limited to, insurance other than that mentioned in this clause, bonds, use of small tools, incidental job burdens, and general office expense. No percentages for overhead, profit or commission, will be allowed on employment taxes under FICA, FUTA, and CNMI Social Security System.
- (c) The Contractor shall submit with the proposal, any request for time extension related to the claim for equitable adjustment.
- (d) In considering a proposal, the Corporate Director will make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.
- (e) After receipt of a proposal with a detailed breakdown, the Corporate Director shall act promptly thereon. Provided, however, that when the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or in the event of failure to reach an agreement on a proposal, the Corporate Director may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date but not to be more than the increase or less than the decrease proposed.
- (f) Except in unusual cases where neither the Contractor nor the NMHC can ascertain the full extent of the work which will be required pursuant to a change until the work involved therein has been substantially completed, final agreement on a proposal shall be effected no later than the time when the work involved is estimated by the Corporate Director to be 50% complete; in the event final agreement cannot be reached by that time, the Corporate Director shall issue a unilateral determination as to the equitable adjustment of the contract price and the time required for performance.

22. TERMINATION FOR DEFAULT

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the contract time, or fails to complete said work within the contract time, the NMHC may, by written notice to the Contractor from the Corporate Director, terminate the Contractor's right to proceed with the work or such part of the

work as to which there has been delay, after providing ten day's written notice and an opportunity to the Contractor to show cause why such action should not be taken. In the event of a termination for default under this clause, the NMHC may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plans as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and his sureties shall be liable for any damage to the NMHC resulting from the Contractor's refusal or failure to complete the work within the contract time.

(b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(i) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of nature, acts of the public enemy, acts of the NMHC in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the NMHC, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers of any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(ii) The Contractor, within ten (10) days from the beginning of any such delay (unless the Corporate Director grants a further period of time before the date of final payment under the contract), notify the Corporate Director in writing of the cause of delay. The Corporate Director shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension and his findings shall be final, subject only to appeal as provided in the "Disputes and Remedies" clause.

(c) If the NMHC terminates the Contractor's right to proceed under paragraph (a), 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 NMHC in completing the work.

(d) If the Contractor is in default under paragraph (a), but the NMHC does not terminate the Contractor's right to proceed, the resulting damage will consist of applicable liquidated damages until the work is completed or accepted.

(e) The Contractor shall be in default of the Contract, and the Corporate Director may immediately and without other notice, terminate the Contractor's right to proceed with the Contract through written notice to the Contractor of default termination, upon a determination by the Corporate Director that, related to this particular contract, any of the following has occurred—

(i) The Contractor has committed any breach of ethical standards as defined in the Contract Documents, the NMHC Procurement Regulations, or other applicable law.

(ii) The Contractor has participated in any violation of the rules or regulations in the NMHC Procurement Regulations to the disadvantage of the NMHC.

(iii) The Contractor has colluded with other potential awardees of the Contract or with government employees to the disadvantage of the NMHC.

(iv) The Contractor knowingly requests and/or receives payment to which it is not entitled under the specific terms of the Contract.

(v) The Contractor accepts payment with knowledge that government employees or officials authorizing the payment have not complied with the terms of the Contract or applicable law.

- (f) If, after notice of termination of the contractor's right to proceed under any of the provisions of this clause, it is subsequently determined by the Corporate Director (or, upon review of the Corporate Director's decision, by an authorized administrative or judicial body) that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for the Convenience of the NMHC" clause. This paragraph shall provide the exclusive remedy for a wrongful termination for default.
- (g) Any disagreement of the Contractor to any action taken by the NMHC under this clause shall be a dispute within the meaning of the "Disputes and Remedies" clause.
- (h) The rights and remedies of the NMHC provided in this clause are in addition to any other rights and remedies provided by law or under the Contract.

23. TERMINATION FOR THE CONVENIENCE OF THE NMHC

- (a) **Termination.** The Corporate Director may, when the interests of the NMHC so require, terminate this contract in whole or in part, for the convenience of the NMHC. The Corporate Director shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (b) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Corporate Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the NMHC. The Contractor must still complete the work not terminated by the notice of termination and incur obligations as are necessary to do so.
- (c) **Right to Supplies.** The Corporate Director may require the Contractor to transfer title and deliver to the NMHC in the manner and to the extent directed by the Director of Procurement and Supply:
 - (i) Any completed supplies; and
 - (ii) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of the Contract.
- (d) The Contractor shall, upon direction of the Corporate Director, protect and preserve property in the possession of the Contractor in which the Commonwealth has an interest. If the Corporate Director does not exercise the right specified in paragraph (c), the Contractor shall use his best efforts to sell such supplies and manufacturing materials in accordance with the standards of the Uniform Commercial Code of the Northern Mariana Islands, 5 CMC § 2706. Utilization of this procedure in no way implies that the Commonwealth has breached the contract by exercise of the "Termination For Convenience of the Commonwealth" clause.
- (e) **Compensation.** The Contractor shall submit to the Corporate Director a termination claim specifying the amount due because of the Termination For Convenience together with cost and pricing data to the extent required. If the Contractor fails to file a termination claim within one (1) year from the effective date of the termination, the Corporate Director may pay the Contractor, if at all, an amount set in accordance with paragraph (g).

(f) The Corporate Director and the Contractor may agree to a settlement provided the Contractor has filed a termination claim and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the NMHC, the proceeds of any sales and supplies and manufacturing materials under paragraph (d), and the contract price of the work not terminated.

(g) Absent complete agreement under paragraph (f), the Corporate Director shall pay the Contractor the following amounts, provided payments agreed to under paragraph (f) shall not duplicate payments under this paragraph:

- (i) contract prices for supplies or services accepted under the contract.
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
- (iii) cost of settling and paying claims arising out of termination of subcontracts or orders pursuant to paragraph (b). These costs must not include cost paid in accordance with subparagraph (g)(ii).
- (iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of the contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of the Contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made from the proceeds of any sales of supplies and manufacturing materials under paragraph (d), and the contract price of work not terminated.

24. LIABILITY TO THIRD PERSONS; INDEMNIFICATION; INSURANCE

(a) The Contractor shall be liable for the torts and wrongful acts of its employees and staff members, and shall carry insurance necessary for the protection of its employees and staff members during the life of the Contract, and shall indemnify and hold harmless the NMHC from any and all claims, demands, suits, and causes of action whatsoever involving third parties arising out of or connected with the negligent performance of the Contract.

(b) The Contractor and his subcontractors shall procure and thereafter maintain workmen's compensation, general liability, builder's risk, and comprehensive automobile liability (bodily damage) insurance, with respect to performance under the Contract; provided, that the Contractor may, with approval of the Corporate Director, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Corporate Director may, from time to time, require or approve, and with insurers approved by the Corporate Director.

(c) Workmen's Compensation Insurance: The Contractor's employees engaged in any work under the Contract shall be afforded the same coverage as that which is extended to the employees of the NMHC.

(d) Comprehensive General Liability Insurance: Coverage shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00 each occurrence, and \$100,000.00 aggregate.

(e) **Builder's Risk (fire and extended coverage):** The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance on all work in place and materials stored at the work site, including foundations and building equipment. The Builder's Risk Insurance shall be for the benefit of the Contractor and the NMHC as their interests may appear and each shall be named in the policy or policies as an assured. Builder's Risk insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super structure is started and it need not be carried on landscape work. Policies shall be in effect at all times for the full cash value of all completed construction work, as well as materials in place and stored at the site, whether or not partial payment has been made by the NMHC. The Contractor may terminate this insurance on building(s) taken over for occupancy by the Commonwealth of the Northern Mariana Islands as of the date said building(s) is accepted.

(f) **Comprehensive Automobile Liability Insurance:** Coverage of this insurance for all owned, non-owned and hired vehicles shall have the following minimum amounts: Personal injury, \$100,000.00 each person, and \$300,000.00 each occurrence; Property damage, \$50,000.00.

(g) The comprehensive general and automobile liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the NMHC which may arise by reason of any payment under this policy".

(h) Prior to commencement of work under the Contract, the Contractor shall furnish to the Corporate Director a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the NMHC in such insurance shall not be effective until 30 days after the Corporate Director has received written notice from the insurer, as evidenced by return receipt of registered or certified letter.

25. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Corporate Director, on the work at all times during progress, with authority to act for him.

(b) The Contractor shall employ such superintendent, foreman and workmen as are careful and competent, and the Corporate Director may demand the dismissal of any person employed by the Contractor in, about, or upon the work who shall engage in misconduct or be incompetent or negligent in the proper performance of duties, or neglects or refuses to comply with the directions given, and such person shall not be employed again thereon without the written consent of the Corporate Director. Should the Contractor continue to employ, or again employ any person for whom the Corporate Director has demanded dismissal under this clause, the Corporate Director may withhold all payments, which are or may become due, or the Corporate Director may suspend the work until such orders are complied with.

26. RIGHTS-OF-WAY

(a) The NMHC will furnish all lands, easements, and rights-of-way required for completion of the work. In acquiring easements or rights-of-way the NMHC will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to the beginning of construction, the Contractor shall begin work on such lands and rights-of-way as have been acquired. No claim for damage will be allowed by reason of the NMHC's delay

in obtaining lands, easements, or rights-of-way. In the event of litigation or other delays in acquiring rights-of-way, the time allowed herein for completion of the work will be extended to compensate the Contractor for time actually lost by such delay.

27. APPROPRIATENESS OF EQUIPMENT

(a) The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Corporate Director and shall be maintained in a satisfactory working condition. Equipment used on any portion of the work shall be such that no injury to the work, roadways, adjacent property, or other objects will result from its use. The contract may be terminated if the Contractor fails to provide adequate and proper equipment for the work.

28. LAWS TO BE OBSERVED

(a) The Contractor is assumed to be familiar with all federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the contract.

(b) The Contractor, at all times, shall observe and comply with all Federal and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the Contractor and his surety shall indemnify and save harmless the NMHC and all its officers, agents and servants any claim or liability arising from or based on the violation of any such law, code, ordinance, regulation, order, or decree, whether by himself or his employees.

(c) The Contractor shall be responsible for reporting to the Commonwealth Historical Preservation Office for verification and determination any discovery encountered during execution of this contract bearing archaeological, cultural, or historical content.

29. PERFORMANCE OF WORK BY CONTRACTOR

(a) The Contractor shall perform on the site and with his own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage and the Corporate Director determines that it would be to the advantage of the NMHC, the percentage of the work required to be performed by the Contractor may be reduced with the written approval of the Corporate Director.

30. CONDITIONS AFFECTING THE WORK

(a) The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the NMHC. The NMHC assumes no responsibility for any understanding or presentations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless so stated in the contract.

(b) The Contractor shall request assistance from appropriate Commonwealth authorities to indicate the actual locations of existing utilities to preclude damage during construction.

- (c) The Contractor shall inquire about construction requirements from the NMHC prior to beginning work on the project.

31. SITE INVESTIGATION

(a) The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, or similar physical conditions at the site, the conformations and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself 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 NMHC, as well as from information presented by the drawings and specifications made as part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The NMHC assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the NMHC.

32. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Corporate Director in writing of:

- (i) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or;
- (ii) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered, and generally recognized as hindering work of the character provided for in the Contract.

(b) The Corporate Director shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance of, any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(c) No claim by the Contractor under this clause shall be allowed unless the Contractor has given notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Commonwealth.

(d) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

(e) The contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in paragraph (a) of the "Equitable Adjustment" clause.

(f) Upon written request by the Corporate Director, the Contractor shall submit a proposal, in accordance with the requirements and limitations set out in paragraph (a) of the "Equitable Adjustment" clause, for work involving contemplated changes covered by the request, within the time limit indicated in the request or any extension of such limit as may be subsequently granted. If, within a reasonable time after receipt of such a proposal, the Corporate Director orders the Contractor to proceed with the performance of the work contemplated, the proposal submitted prior

to the order shall constitute the Contractor's statement of the monetary extent of claim for equitable adjustment.

33. AS-BUILT DRAWINGS

(a) Upon completion of the work to be performed under the Contract, and before final payment is made, the Contractor shall furnish the NMHC with two complete sets of "as-built" drawings on vellum sheet (24" x 36") and on zip disk (100 megabytes AutoCAD Release 12 or 13). These sets shall include "marked up" prints of the contract drawings and such additional drawings as may be necessary to reflect the complete "as-built" work accomplished under the Contract. The "as-built" drawings shall be initiated at the beginning of the work and shall be maintained and kept current by the Contractor on the job site as the work progresses and until final completion and acceptance by the NMHC. Markings shall be accomplished in red and shall be complete and legible to assure that the information presented is readily usable. The "as-built" drawings submitted by the Contractor will be subject to review and approval of the Corporate Director.

34. SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES

(a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Corporate Director as follows:

(i) Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(ii) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Corporate Director. Upon approval, the reproducible form will be returned to the Contractor, who shall then furnish the number of additional prints, not to exceed 10, required by the Corporate Director.

(b) The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for his use or use by his subcontractors.

(c) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit and obtain the Corporate Director's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.

(d) The Contractor shall check the drawings and schedules, shall coordinate them (by means of coordination drawings wherever required by the Corporate Director) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

(e) Each shop drawing or coordination drawing shall have a blank area 5" x 5", located adjacent to the title block. The title block shall display the following:

- (i) Number and title of drawing,
- (ii) Date of drawing or revision,
- (iii) Name of project building or facility,
- (iv) Name of Contractor and (if appropriate) name of subcontractor submitting the drawing,
- (v) Clear identity of contents and location of work, and
- (vi) Project title and contract number.

(f) Unless otherwise provided in this contract or otherwise directed by the Corporate Director, shop drawings, coordination drawings, and schedules shall be submitted to the Corporate Director sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.

(g) Except as otherwise provided in paragraph (h), approval of drawings and schedules will be general and shall not be construed as:

- (i) Permitting any departure from the contract requirements;
- (ii) Relieving the Contractor of the responsibility for any errors including details, dimensions, materials, etc.; or
- (iii) Approving departures from full-size details furnished by the Corporate Director.

(h) If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Corporate Director may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

35. SAMPLES

(a) After award of the contract, the Contractor shall furnish, for the approval of the Corporate Director or designee, samples required by the specifications or by the Corporate Director or designee. Samples shall be delivered to the Corporate Director or designee or to the Architect/Engineer as specified or directed by the Corporate Director or designee. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work unless approved in writing by the Corporate Director or designee.

(b) Each sample shall have a label indicating the following:

- (i) Name of project building or facility,
- (ii) Project title and contract number,
- (iii) Name of Contractor and (if appropriate) the name of the subcontractor,
- (iv) Identification of material or equipment with specification requirement,
- (v) Place of origin,
- (vi) Name of sample producer and brand (if any), and
- (vii) Samples of finished materials shall be identified with the finished schedule requirements.

(c) The Contractor shall mail (under separate cover) a letter submitting each sample shipment and the label information required in paragraph (b). He shall enclose a copy of the letter with the sample shipment and send a copy of the letter to the Commonwealth representative on the project site. Approval of the sample shall be only for the characteristics of use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Corporate Director.

(d) Approved samples not destroyed in testing will be sent to the Corporate Director or designee representative at the project site. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at the time of submission.

(e) Failure of any material to pass the specified test will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand or make of the material. The NMHC reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the NMHC representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the item tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be adjustment of the contract price as determined by the Corporate Director.

(g) Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the NMHC. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the NMHC at the expense of the Contractor.

36. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in the Contract, inspection and test by the NMHC of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Corporate Director or designee determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Corporate Director or designee, at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the NMHC after acceptance of the completed work under the terms of paragraph (f) of this clause, except as provided in this paragraph.

(b) The Contractor shall, without charge, replace any materials or correct any workmanship found by the NMHC not to conform to the contract requirements unless, in the public interest, the NMHC consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace such material or correct such workmanship, the NMHC may: (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor; or (2) terminate the Contractor's right to proceed in accordance with the "Disputes and Remedies" clause.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing the safe and convenient inspection and test as may be required by the Corporate Director or designee. All inspection and testing by the NMHC shall be performed in such manner so as to not delay the work unnecessarily. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the NMHC, at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, 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 his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the

requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in the Contract, acceptance by the NMHC shall be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the NMHC's right under any warranty or guarantee.

(g) The Contractor shall give the Corporate Director or designee at least 10 days advance written notice of the date the work will be fully complete and ready for final inspection and tests will be started within 10 days from the date specified in the aforesaid notice unless the Corporate Director or designee determines that the work is not ready for final inspection and so informs the Contractor.

(h) The Contractor shall submit to the Corporate Director, in writing, a letter request for a pre- final inspection not less than 72 hours (3 days) prior to the date of the requested inspection. The Contractor should provide a copy of this letter to the Director, Technical Services Division, with a date stamp mark affixed by the Corporate Director's office.

37. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and articles incorporated in the work covered by the Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specially provided in the Contract, reference to any equipment, material, article, or patented process, by trade name, make or catalog number, shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article or process which, in the judgment of the Corporate Director, is equal to that named. The Contractor shall furnish to the Corporate Director for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under the Contract shall be performed in a skillful and workmanlike manner. The Corporate Director may, in writing, require the Contractor to remove from the work any employee the Corporate Director deems incompetent, careless, or otherwise objectionable.

38. OTHER CONTRACTS

(a) The Commonwealth may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and NMHC employees and carefully fit his own work to such additional work as may be directed by the Corporate Director. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor, or with the performance of work by any NMHC employee.

39. SUBCONTRACTS

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the NMHC. The divisions or sections of the specifications

are not intended to direct the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) Within ten (10) days after award of any subcontract by either the Contractor or any of his subcontractors, the Contractor shall deliver to the Corporate Director a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.

(c) The Contractor shall be responsible to the NMHC for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

(d) The NMHC will not undertake to settle any differences between or among the contractor, subcontractors, and suppliers.

40. NMHC OCCUPANCY

(a) The Corporate Director reserves the right of partial occupancy or use of facilities, services, and utilities, prior to final acceptance, without implying compliance or acceptance of any part of the project by the NMHC. Prior to such occupancy or use, the Contracting Officer shall furnish the Contractor with an itemized list of work remaining to be performed or corrected.

(b) Costs incurred as a result of such partial occupancy or use of facilities, services and utilities are subject to equitable adjustment under the provisions of the "Changes" and the "Equitable Adjustment" clauses.

(c) Necessary restoration and repair of damage resulting from partial occupancy or use shall not be at the expense of the Contractor.

41. GUARANTEES

(a) Unless otherwise provided in the specifications, the Contractor guarantees all mechanical and electrical work to be in accordance with the contract requirements and free from defective and inferior materials, equipment, and workmanship for one year after the final acceptance date the equipment or work was placed in use by the Commonwealth.

(b) If, within any guarantee period, the Corporate Director finds that guarantee work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion, are inferior, defective, or not in accordance with the terms of the contract, he shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the NMHC:

(i) Place in satisfactory condition all of such guaranteed work;

(ii) Satisfactorily correct all damage to equipment, the site, the building or contents therein, which is the result of unsatisfactory guaranteed work; and

(iii) Satisfactorily correct any work, material, or equipment that is disturbed in fulfilling the guarantee, including any disturbed work, materials and equipment that may have been guaranteed under another contract.

(c) Should the Contractor fail to proceed promptly in accordance with the guarantee, the NMHC may have such work performed at the expense of the Contractor.

(d) Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

(e) The Contractor shall obtain each transferable guarantee or warranty of equipment, material, and installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's, or installer's business or trade. In addition, the Contractor shall obtain and furnish to the NMHC all information which is required in order to make any such guarantee or warranty to the NMHC in sufficient time to permit the NMHC to meet any time limit requirement specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under the Contract.

(f) This clause is not intended to limit any rights that the NMHC may have as provided elsewhere in the Contract, or by law.

42. MAINTENANCE OF TRAFFIC

(a) Unless the contract specifically provides for the closing of any local road or highway to traffic while construction is in progress, all roads or highways shall be kept open to all traffic by the Contractor. The Contractor shall also provide and maintain in a safe condition, temporary approaches, crossings, and intersections with roads and highways. The Contractor shall bear all expenses for maintaining traffic over the section of road affected by work to be done under the Contract, and for constructing and maintaining such approaches, crossings, intersections and any accessory features without additional compensation, except as otherwise provided in the Contract.

43. PERMITS AND RESPONSIBILITIES

(a) Unless otherwise agreed, the Contractor shall, without additional expense to the NMHC, be responsible for obtaining all necessary licenses and permits and for complying with all applicable Federal, Commonwealth of the Northern Mariana Islands, and municipal codes and regulations in connection with prosecution of the work. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which therefore has been accepted.

44. PROJECT SIGNS

(a) The Contractor shall provide, place, and maintain a project sign at each site where construction operations are underway. Each sign shall be placed as directed by the Corporate Director. The size of project sign; letter Sizes; and wordings will be determined by the Corporate Director or designee. Upon completion of the work the signs shall become the property of the Contractor and shall be removed from the sites.

45. SPECIFICATIONS AND DRAWINGS

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Corporate Director 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 either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the Corporate Director, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at his own risk and expense. The Corporate Director shall furnish from

time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

(b) In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(c) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

46. STANDARD REFERENCES

(a) All documents and publications (such as, but not limited to, handbooks, codes, standards, and specifications) which are cited in the Contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under the Contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of the Contract, in accordance with the following:

(b) Wherever reference is made to Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, the Contractor shall comply with the requirement set out in the issue or edition identified in the Contract except as modified or as otherwise provided in the specifications of the Contract.

(c) Wherever reference is made to any document other than those specified in paragraph 45(b) above, the Contractor shall comply with the requirements set out in the edition specified in the Contract, or, if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the Invitation for Bids on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade by the specifications of the Contract.

(d) Federal Specifications and Federal Standards may be obtained from the Commonwealth Printing Office, Washington, D.C. 20420. Inquiries regarding "Commercial Standards", "Products Standards", and "Simplified Practice Recommendations" should be addressed to the Office of Product Standards, National Bureau of Standards, Washington, D.C. 20234. Publications of associations referred to in the specifications may be obtained directly from the associations.

(e) Upon request, the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in the Contract and which governs quality and workmanship.

47. STANDARD DETAILS

(a) Standard Details are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

48. MEASUREMENTS

(a) All dimensions shown on existing work and all dimensions required for work that is to connect with work now in place shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Corporate Director before any work affected thereby has been performed.

49. SURVEY MONUMENTS AND BENCH MARKS

- (a) The Commonwealth has established, or will establish, such general reference points as will enable the Contractor to proceed with work under the Contract. The Contractor will provide new monuments, where shown or specified. If the Contractor finds that any previously established reference points have been destroyed or displaced, or that none have been established, he shall promptly notify the Corporate Director.
- (b) The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without written approval of the Corporate Director. Established reference points which may be lost, covered, destroyed, or disturbed in the course of performance of the work under the Contract or which require shifting because of necessary changes in grades or locations shall, subject to prior approval of the Corporate Director, be replaced and accurately located (as appropriate) at the Contractor's expense by a CNMI licensed land surveyor.
- (c) The Contractor shall verify the figures shown on the survey and site plan before undertaking any construction work and shall be responsible for the accuracy of the finished work.

50. PATENT INDEMNITY

- (a) Except as otherwise provided, the Contractor agrees to indemnify the NMHC and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States and /or foreign country (except Letters Patent issued upon an application which is now or may hereinafter be, for reasons of national security, ordered by the NMHC to be kept secret or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal by or for the account of the NMHC of supplies furnished or construction work performed hereunder.

51. CONVICT LABOR

- (a) In connection with the performance of work under the Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

52. EQUAL OPPORTUNITY

- (a) During the performance of the Contract--
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (iii) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement for the Contract, a notice, to be provided by the Corporate Director, advising the labor union or worker's representative of the Contractor's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (iv) The Contractor will comply with all provisions of Executive Order No. 11246 of September 28, 1965, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- (v) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 28, 1965, as amended, and by the rules, regulations and orders of the said President's Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Corporate Director and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (b) In the event of the Contractor's noncompliance with paragraph (a), the Contract may be summarily cancelled, terminated for default, or indefinitely suspended in whole or in part, and the Contractor may be declared ineligible for further NMHC contracts, in accordance with the applicable procedures in the Contract and the NMHC Procurement Regulations
- (c) The Contractor will include the provisions of paragraph (a) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 11246 of September 28, 1965, as amended, so that such action with respect to any subcontractor purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the NMHC to enter into such litigation to protect the interests of the NMHC.

53. UTILIZATION OF SMALL BUSINESS CONCERNS

- (a) It is the policy of the NMHC as declared by the U.S. Congress that a fair proportion of the purchase and contracts for supplies and services for the NMHC be placed with small business concerns.
- (b) The Contractor shall accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of the Contract.

54. WORKING HOURS

- (a) It is contemplated that all work will be performed during the regular working hours of the trades involved unless otherwise specified in the Contract. "Regular working hours" shall mean from 7:30 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- (b) If the Contractor desires to carry on work outside regular working hours, he shall submit an application to the Corporate Director, and shall allow ample time to enable satisfactory arrangements to be made by the Corporate Director for inspecting the work in progress. The cost of inspection outside of regular working hours shall be borne by the Contractor. Work performed by the Contractor at his own volition outside of regular working hours shall be at no additional expense to the Commonwealth.
- (c) If the Contractor chooses and the Corporate Director approves work at night, the Contractor shall light the different parts of the work in an approved manner.

55. SOCIAL SECURITY

- (a) All employees of the Contractor or his subcontractors shall be covered under the Commonwealth Social Security System. Current withholding rates and payment information can be obtained from the Commonwealth Social Security Office in Saipan.

56. ACCIDENT PREVENTION - PUBLIC SAFETY

(a) In the performance of the contract, the Contractor shall comply with the applicable provisions of the "Commonwealth of the Northern Mariana Islands Safety Manual", and the provisions of the U.S. Occupational Safety and Health Act (OSHA) and shall take all precautions necessary to protect persons and property; including, but not limited to, providing, erecting, and maintaining all necessary barricades, suitable and sufficient red lights, danger signals, and signs. Roads subject to interference by the work shall be kept open or suitable detours shall be provided and maintained by the Contractor. If directed, Contractor shall erect such additional warning and directional signs in connection with the work as may be furnished by the NMHC. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The cost of compliance with this clause shall be borne by the Contractor.

57. DEBRIS AND CLEANING

(a) The Contractor shall, during the progress of the work, remove and dispose of the resultant dirt and debris and keep the job site clean.

(b) Upon completion of the work, the Contractor shall remove from the vicinity of the work all plant, buildings, rubbish, unused materials, concrete forms and other like material and construction equipment belonging to him or used under his direction during construction, except as otherwise directed, and in the event of his failure to do so to the satisfaction of the NMHC, the same may be removed by the NMHC or otherwise, at the expense of the Contractor, and his surety or sureties shall be liable therefore.

58. SANITATION

(a) Adequate sanitary conveniences of an approved type for the use of persons employed on the work, and properly secluded from public observation, shall be provided and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Corporate Director. These conveniences shall be maintained at all times without nuisance, and this shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving the premises clean and free from nuisance.

59. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS

(a) The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on, or adjacent to, the site of work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation deemed to be in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Corporate Director.

(b) The Contractor shall protect from damage all existing improvements and utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with requirements of the Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the Corporate Director may have the necessary work performed and charge the cost thereof to the Contractor.

60. STORM PROTECTION

(a) The Contractor, at no additional cost to the NMHC, shall be responsible for the security and safety of the construction work and the site, including the Contractor's camp site, when warnings of winds of gale force are issued. Gale winds are defined as having a sustained velocity of 34 knots (39 MPH) or greater and include winds of tropical storms and typhoon intensity.

(b) Satisfactory job site clean-up is the initial, basic, day-to-day minimal preparation the Contractor can make for winds of destructive force. When warnings of winds of gale force are issued, the Contractor shall carry out, without delay, all directives concerning securing action to be taken which may be issued to him by the Corporate Director or his designated representative. This preparation is in accordance with the contract terms and every practicable precaution shall be taken to minimize the danger to persons; to prevent damage to work in place, materials, supplies, equipment, adjacent structures, and property of others; and in the public interest.

61. FAILURE TO FURNISH INFORMATION AND RECORDS

(a) If the Contractor or any subcontractor or the officers or agents of the Contractor or any subcontractor shall refuse or have refused, except as provided otherwise by the terms Contract, to furnish to any Commonwealth agency, or any establishment in the legislative or judicial branch of the Commonwealth, information or records reasonably pertinent to the Contract or any other NMHC contract in connection with which the Contractor or any such subcontractors has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

(b) In the case of a refusal by the Contractor, its officers or agents, the NMHC may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the Contract and thereupon the NMHC may avail itself of the rights and remedies provided in the "Termination for Default" clause, in addition to any other rights and remedies provided by law or under the Contract.

(c) In the case of a refusal by a subcontractor, its officers or agents, the NMHC may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the NMHC, or if the Contractor fails or refuses to effect such termination, the NMHC may terminate the Contractor's right to proceed with the work under the Contract and thereupon the NMHC may avail itself of the rights and remedies referred to in the "Termination for Default" clause.

62. PERMISSION TO ENTER THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS (Not Applicable)

(a) Permission to enter the Commonwealth must be secured from the CNMI Department of Commerce and the CNMI Department of Labor and Immigration, by filling out the requisite Commonwealth standard forms.

63. TRANSPORTATION AND LODGING EXPENSE (Not Applicable)

(a) If the Contractor utilized nonresident labor as defined in Title 49 of the CNMI Code, and if the Contractor provides either transportation, lodging or lodging expense, or room or board expenses to any such employee, then such Contractor shall provide the same benefits to resident employees, as defined in Title 49; provided, however, that transportation, lodging, or lodging expenses; or room or board expenses need not be provided when a resident employee maintains his principal place of residence within normal commuting distance, as defined by regulations implementing Public Law No. 4C-49, from his place of employment with such Contractor.

64. OFFICIALS NOT TO BENEFIT

(a) No member of Congress of the United States, member of the Commonwealth Legislature or the Governor of the Commonwealth shall be admitted to any share of the Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

65. PROHIBITION AGAINST GRATUITIES, KICKBACKS AND CONTINGENT FEES

(a) It is a breach of contract for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order, of similar act in violation of NMIAC §§ 100-60-725.

(b) It shall be a breach of contract for any government employee to solicit, demand, accept, or agree to accept from the contractor, a gratuity, or an offer of employment in connection with the execution of this contract.

(c) The Contractor hereby represents that it has not retained any person to solicit or secure government contracts upon an agreement or understanding for a commission percentage, brokerage or contingent fee except for the retention of a bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. § 100-60-730.

66. RIGHT TO AUDIT

(a) The Contractor and subcontractor or grantee and sub-grantee at all levels shall provide the Public Auditor of the commonwealth of the Northern Mariana Islands with access to and the right to examine and copy any records, data or papers relevant to this contract or grant until three (3) years have passed since the final payment pursuant to this contract or grant. § 100-60-270.

67. CONTRACT SUBJECT TO FUNDING

(a) Continued funding of this Contract beyond the present fiscal year is contingent on availability of funding in future years. In the event that such funding does not become available, the NMHC may terminate the contract without any further liability

"General Decision Number: CM20210002 01/01/2021

Superseded General Decision Number: CM20200002

State: Mariana Islands

Construction Types: Building, Heavy, Highway and Residential

County: Mariana Islands Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUCM2019-001 02/13/2019

	Rates	Fringes
CARPENTER.....	\$ 7.25	
ELECTRICIAN.....	\$ 7.25	
Equipment Operator.....	\$ 7.25	
Heavy Equipment Mechanic.....	\$ 7.25	
Laborers:		
Laborer I & II (Level 1 & 3).....	\$ 7.25	
Laborer III (Level 5).....	\$ 7.25	
Linemen.....	\$ 7.25	
MASON.....	\$ 7.25	
Mechanic		
Automotive Mechanic.....	\$ 7.25	

PAINTER.....\$ 7.25
 PLUMBER.....\$ 7.25
 Power Plant Mechanic.....\$ 7.25
 Power Plant Operator.....\$ 7.25
 REFRIGERATION MECHANIC.....\$ 7.25
 ROOFER.....\$ 7.25
 Sheet metal workers.....\$ 7.25
 TRUCK DRIVER.....\$ 7.25

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

=====

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

"

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE IN THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

\$7.25

PER HOUR

BEGINNING SEPTEMBER 30, 2018

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

NURSING MOTHERS

The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

The Fair Minimum Wage Act of 2007 (Public Law 110-28), as amended, applies the minimum wage rate shown above to the Commonwealth of the Northern Mariana Islands. This law also provides for additional increases in the minimum wage of \$0.50 an hour each year on September 30 (except in 2011, 2013 and 2015, when no increase occurs), until reaching the minimum wage generally applicable in the U.S.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-808-541-1361
TTY: 1-877-889-5627
www.dol.gov/whd



EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Mr. Jesse S. Palacios, Corporate Director
Northern Marianas Housing Corporation (NMHC)
or his representative: Mr. Jacob Muna, Office Manager/Procurement Officer
Tel: (670)234-6866/9447
Email: officemanager@nmhcgov.net

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

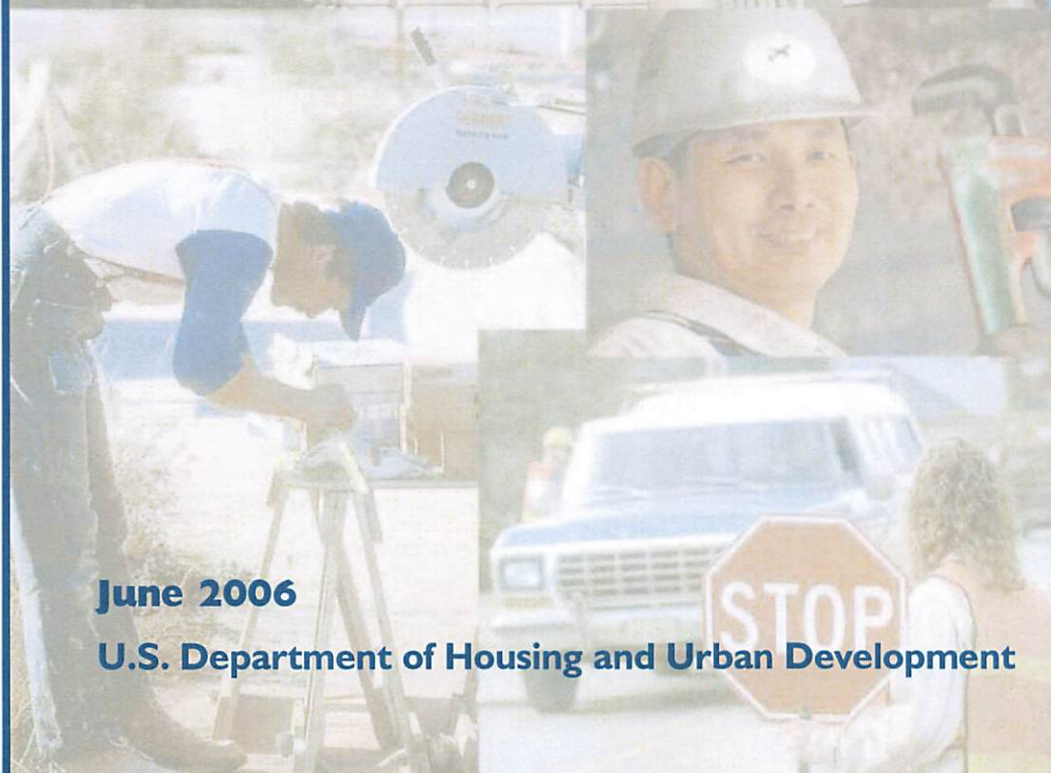


WH1321 REV 10/17



MAKING DAVIS-BACON WORK

*A Contractor's
Guide to
Prevailing
Wage
Requirements
for
Federally-Assisted
Construction
Projects*



June 2006

U.S. Department of Housing and Urban Development



Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are **assisted** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide **does not** address contractor requirements involved in **direct** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to **any** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*



Table of Contents

Introduction.....	i
-------------------	---

CHAPTER 1.

Laws, Regulations, Contracts and Responsibilities

1-1 Davis-Bacon and Other Labor Laws.....	1-1
a. The Davis-Bacon Act (DBA)	1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA).....	1-1
c. The Copeland Act (Anti-Kickback Act)	1-2
d. The Fair Labor Standards Act (FLSA)	1-2
1-2 Davis-Bacon Regulations	1-2
1-3 Construction Contract Provisions	1-2
1-4 Responsibility of the Principal Contractor	1-3
1-5 Responsibility of the Contract Administrator	1-3

CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

SECTION I — THE BASICS

2-1 The Wage Decision	2-1
a. The work classifications and wage rates	2-1
b. Posting the wage decision	2-2
2-2 Additional “Trade” Classifications and Wage Rates	2-2
a. Additional classification rules	2-2
b. Making the request	2-2
c. HUD review	2-3
d. DOL decision	2-3
2-3 Certified Payroll Reports	2-3
a. Payroll formats	2-3
b. Payroll certifications	2-4
c. “No work” payrolls	2-4
d. Payroll review and submission	2-4
e. Payroll retention	2-4
f. Payroll inspection	2-5

MAKING DAVIS-BACON WORK

*A Contractor’s Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*



MAKING DAVIS-BACON WORK

2-4 Davis-Bacon Definitions	2-5
a. Laborer or mechanic	2-5
b. Employee	2-5
c. Apprentices and trainees	2-5
d. Prevailing wages or wage rates	2-6
e. Fringe benefits	2-7
f. Overtime	2-7
g. Deductions	2-7
h. Proper designation of trade	2-8
i. Site of work	2-8

SECTION II — REPORTING REQUIREMENTS

2-5 Completing a Payroll Report	2-8
a. Project and contractor/subcontractor information	2-9
b. Employee information	2-9
c. Work classification	2-9
d. Hours worked	2-9
e. Rate of pay	2-9
f. Gross wages earned	2-10
g. Deductions	2-10
h. Net pay	2-10
i. Statement of compliance	2-10
j. Signature	2-11

SECTION III — PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews	2-11
a. On-site interviews	2-11
b. Project payroll reviews	2-11
2-7 Typical Payroll Errors and Required Corrections	2-11
a. Inadequate payroll information	2-12
b. Missing addresses and Social Security Numbers	2-12
c. Incomplete payrolls	2-12
d. Classifications	2-12
e. Wage rates	2-12
f. Apprentices and trainees	2-12
g. Overtime	2-12
h. Computations	2-13
i. Deductions	2-13
j. Fringe benefits	2-13
k. Signature	2-13
l. On-site interview comparisons	2-13



A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

2-8 Restitution for Underpayment of Wages	2-13
a. Notification to the employer/prime contractor	2-13
b. Computing wage restitution	2-14
c. Correction payrolls	2-14
d. Review of correction CPR	2-14
e. Unfound workers	2-14

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

3-1 Introduction	3-1
3-2 Administrative Review on Labor Standards Disputes	3-1
a. Additional classifications and wage rates	3-1
b. Findings of underpayment	3-2
3-3 Withholding	3-2
3-4 Deposits and Escrow Accounts	3-3
3-5 Administrative Sanctions	3-4
a. DOL debarment	3-4
b. HUD sanctions	3-4
3-6 Falsification of Certified Payroll Reports	3-4
 Index	 A-1
Acronyms and Symbols	A-3
Davis-Bacon – Related Web Sites	A-3
 Exhibits	
HUD-4720, Project Wage Rate Sheet	A-4
WH-347, Payroll Form	A-5
Statement of Compliance	A-6



CHAPTER I.

Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

I-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work **is not** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or DBRA**.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*



MAKING DAVIS-BACON WORK

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29/toc.htm

HUD program labor standards forms are available on-line at:
www.hudclips.org/cgi/index.cgi



c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

I-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

I-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

I-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the **prime or general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator*, below.)

To make this Guide easier to understand, the term “**prime contractor**” will mean the principal contractor; “**subcontractor**” will mean all subcontractors including lower-tier subcontractors; and the term “**employer**” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

I-5 Responsibility of the Contract Administrator

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),



MAKING DAVIS-BACON WORK

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.



CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable **Davis-Bacon wage decision**.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See ¶1-3, *Construction Contract Provisions*.

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.



MAKING DAVIS-BACON WORK

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an **additional classification and wage rate**. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

- 1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
- 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
- 4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.



A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll**. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.



MAKING DAVIS-BACON WORK

If you number your payroll reports consecutively, you *do not* need to submit “no work” payrolls!

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a “fillable” PDF format at this address:

www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.

c. “No Work” Payrolls

“No work” payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See Tip Box, below, for “no work” payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send “no work” payrolls.

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,



for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

- 1) Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
- 2) Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working sub-contractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics*. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

MAKING DAVIS-BACON WORK

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

- 1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
- 2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
- 3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

- 1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.



e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

MAKING DAVIS-BACON WORK

For many contractors,
the Weekly Certified
Payroll is the only
Davis-Bacon paperwork
you need to submit!



h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. **Remember**, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) Split-classification. If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed **only** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name**, **address** and **social security number**, his or her **work classification** (who is working for you and what do they do?), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn?), the amounts of any **deductions** for taxes, etc., and the **net amount paid** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) Apprentices or Trainees. The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) Split classifications. For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) Piece-work. For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

MAKING DAVIS-BACON WORK

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1\frac{1}{2}) + \$5 = \$20/\text{hour}$.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the “all projects” earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.



j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III

PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶11-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

MAKING DAVIS-BACON WORK

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision **or** the employer may request an **additional classification and wage rate** (See ¶12-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay **wage restitution** to all affected reclassified employees. (See ¶12-8 for instructions about wage restitution.)

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

- 1) If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,



- 2) If the project is **not** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls **and** will be required to pay wage restitution if underpayments occurred. *However*, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

MAKING DAVIS-BACON WORK

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.



CHAPTER 3.

Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

- 1) Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

MAKING DAVIS-BACON WORK

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See §12-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

- 2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's Administrative Review Board**. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

- 1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
- 2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are



believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See ¶1-4, *Responsibility of the Principal Contractor*, and ¶12-8, *Restitution for Underpayment of Wages*.

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments **provided** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶12-8(e) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See ¶12-8(e) and 3-4(a)).

If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶13-4(c), below.



MAKING DAVIS-BACON WORK

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (**debarred**) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

- 1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.
- 2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).



Index

Acronyms	v, A-3
Additional classifications	iii, 2-2
Administrative Review Board	1-2, 3-2
Administrative Review on Labor Standards Disputes	v, 3-1
Apprentices	iv, 2-5, 2-9, 2-12
Apprentices and trainees	2-5
Pre-apprentice	2-6
Probationary apprentice	2-6
Ratio of apprentices and trainees to journeymen	2-6
Basic Hourly Rate	2-6, 2-9
Certified Payroll reports	iii, 1-2, 2-3, 2-8, 3-4
“No work” payrolls	2-4
Payroll certifications	2-4
Payroll formats	2-3
Payroll inspection	2-5
Payroll retention	2-4
Payroll review and submission	2-4
Compliance Reviews	2-11
Construction Contract Provisions	1-2
HUD-2554	1-2
HUD-4010	1-2
HUD-5370	1-2
Labor standards clauses	1-2
Contract administrator	iii, 1-3, 2-1-2-5, 2-11, 2-14, 3-1-3-4
Contract provisions	iii, 1-2, 2-1
Contract Work Hours and Safety Standards Act	iii, 1-1, A-3
Copeland Act	iii, 1-2
Correction payrolls	v, 2-14
CPR	2-3, A-3
CWHSSA	iii, 1-1, A-3
Davis-Bacon Act	iii, 1-1, 1-2
Davis-Bacon Definitions	iv, 2-5
Apprentices and trainees	2-5
Fringe benefits	2-7
Laborer or mechanic	2-5
Working foremen	2-5
Davis-Bacon Regulations	iii, 1-2, A-3
Davis-Bacon Wage Decisions	1-3
Davis-Bacon Act	iii, 1-1, 1-2, 3-4, A-3
DBA	iii, 1-1, 1-2, 3-4, A-3
DBRA	1-1, 3-4, A-3
Debarment	v, 3-4
Deductions	iv, 1-2, 2-7, 2-10, 2-13, 2-14
Deposits and Escrow	v, 3-3
DOL	1-2-1-4, 2-2-2-7, 2-11, 3-1-3-4, A-3, A-5
DOL investigator	1-4
DOL regulations	2-2, 3-1-3-4, A-3
Employee	iv, 2-5
Fair Labor Standards Act	iii, 1-2, A-3
FLSA	A-3

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



MAKING DAVIS-BACON WORK

Falsification	v, 3-4
Findings of underpayment	v, 3-2
Fringe benefits	iv, 1-3, 2-6, 2-7, 2-9, 2-13
Gross wages	iv, 2-10
HUD Home Page	i
HUD Labor Relations field staff	i, 1-3, 2-2
HUD-11	2-11
Labor Relations Staff	i, 1-3, 2-2
Limited Denial of Participation	3-4, A-3
Liquidated damages	1-1, 2-12, 3-3
Local contracting agencies	1-3
Net pay	iv, 2-10, 2-14
Notice to Employees	2-2
On-site Interviews	2-11
Overtime	iv, 1-1, 1-2, 2-7, 2-9, 2-12, A-3
Payroll certification	iii, 2-4
Payroll errors	iv, 2-11
Payroll format	iii, 2-3, 2-12
Payroll retention	iii, 2-4
Payroll submissions	iii, 2-4
Piece-work	2-6, 2-9
Posting the wage decision	2-2
Prevailing wages or wage rates	2-6
Prime contractor	1-3, 2-2, 2-4, 2-14, 3-3
Principal contractor	iii, 1-3
general contractor	1-3
Project Wage Rate Sheet	2-1, A-4
Proper designation of trade	iv, 2-8
Rate of Pay	iv, 2-9, 2-11
Site of Work	iv, 2-8
Split-classification	2-8
Statement of Compliance	2-10, 2-13, 2-14, 3-4
Step-Up apprenticeship programs	2-6
Subcontractor	1-3, 2-2, 2-4, 3-1
lower-tier subcontractors	1-3
Suspension	3-4
Trainees	iv, 2-5, 2-6, 2-12
Typical Payroll Errors	iv, 2-11
Unfound workers	v, 2-14, 3-3
Wage Decision	iii, 1-3, 2-1-2-3, 2-6-2-14, A-4
Wage Restitution	v, 2-13, 2-14, 3-2-3-4
Computing wage restitution	v, 2-14
Correction payrolls	v, 2-14
Unfound workers	v, 2-14
Withholding	v, 1-2, 3-2
Work Classification	iv, 2-1, 2-3, 2-6, 2-8, 2-9, 2-11, 2-14
World Wide Web	i



Acronyms and Symbols

CDBG	– Community Development Block Grant
CFR	– Code of Federal Regulations
CPR	– Certified Payroll Report
CWHSSA	– Contract Work Hours and Safety Standards Act
DBA	– Davis-Bacon Act
DBRA	– Davis-Bacon and Related Acts
DOL	– Department of Labor
FHA	– Federal Housing Administration
FLSA	– Fair Labor Standards Act
HUD	– Housing and Urban Development (Department of)
IHA	– Indian Housing Authority
LCA	– Local Contracting Agency
LDP	– Limited Denial of Participation
O/T	– Overtime
PHA	– Public Housing Agency
S/T	– Straight-time
SAC	– State Apprenticeship Council/Agency
TDHE	– Tribally-Designated Housing Entity
§	– Section
¶	– Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:

www.hud.gov/offices/olr

HUD Regulations:

www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):

www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:

www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:

www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:

www.wdol.gov

DOL Forms:

www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**



Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	
--------------------------------	---	--

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Plumbers			\$			
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2008

ADDRESS

NAME OF CONTRACTOR ☐ **OR SUBCONTRACTOR** ☐

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING**PAYROLL NO.**[illegible]

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1988 - FORMERLY SOL 184 - PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____

_____ (Building or Work) _____; that during the payroll period commencing on the _____

_____ 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 _____

_____ (Contractor or Subcontractor) _____ from the full _____

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 CFR 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. 276c), 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 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use \$300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG



GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812



potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: www.hud.gov/Sec3biz

SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: www.hud.gov/Section3



U.S. Department of Housing and Urban Development

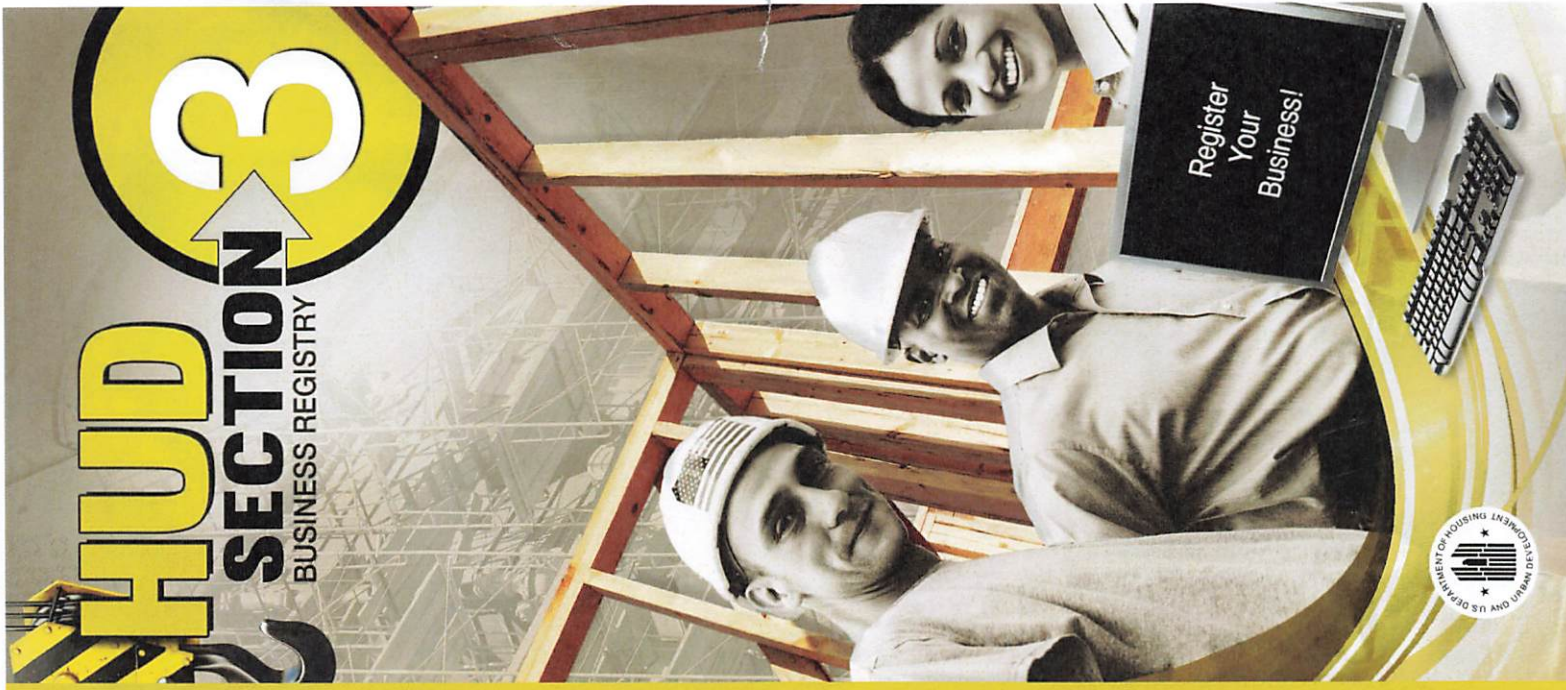


8804



HUD Form 972-English

www.hud.gov/Section3



WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit www.hud.gov/section3 for more information on the requirements of Section 3.

WHAT IS A SECTION 3 BUSINESS?

If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

WHO ARE SECTION 3 RESIDENTS?

If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

To determine income eligibility in your community visit: <http://www.huduser.org/portal/datasets/il.html>

WHAT IS THE SECTION 3 BUSINESS REGISTRY?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

The Section 3 Business Registry will be used by Public Housing Authorities (PHAs); State, County, and local government agencies; property owners; developers; contractors; and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at sec3biz@hud.gov if you believe firms in HUD's Section 3 Business Registry have

continued

