

CITY OF QUINCY

INVITATION TO BID

Description	Date/Time
Bids Due	May 11, 2026 at 2 pm EST
Opening of Bids	Immediately following the deadline
Bid Award	At council meeting, Time TBD.

Community Development Block Grant

Invitation to Bid, Specifications & Instructions

Potential Bidders: Please read this packet completely before submitting a bid. Incomplete bid packet may result in automatic rejection of bid.

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The city is seeking bids for improvements at the Andy Gay Park, Washington Street, Adams Street, Madsion Street and Jefferson Street. The ITB response should include all aspects of the project (see scope of work).

The purpose of this project is for improvements to:

- Improvements at Andy Gay Park including a pavilion, sidewalks, site lighting, landscaping and architectural features.
- Improvements along Washington Street, Adams Street, Madison Street and Jefferson Street to include sidewalk repair/replacement, ADA parking spaces, bench surround tree planters, streetlight pole painting.
- Other various improvements as shown in the project plans.

The project is to be reimbursed by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant M0054, through the Florida Department of Commerce. Funding for the project may be made possible through this grant and is contingent on strict conformance by the selected contractor to the guidelines set forth by HUD and Florida Commerce. Respondents shall comply with the Federal Regulations Contract Requirements within this ITB.

The intent is for every bidder to visit the site(s) and submit any questions before the bids are submitted to reduce the need for Change Orders for unforeseen issues. The city does not ensure the accuracy of any information given; the Bidder is to field verify all information.

BID DEADLINE/DELIVERY

SEALED BIDS for the ITB Community Development Block Grant will be received by the City of Quincy, Florida at 404 W. Jefferson St., Quincy, Florida 32351 up until 2 pm EST on May 11, 2026. Each bid shall be valid to the City of Quincy for a period of ninety (90) days after the bid opening. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Bidders should submit one (1) original bid labeled "Original", five (5) copies and one (1) electronic version identical to the original version on a jump drive. Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. Proof of Insurance, Form W-9 and all required forms must be included with any bid submitted.

POINT OF CONTACT

Regina Davis, rdavis@myquincy.net will be the only point of contact for this ITB. Under no circumstances may a bidder contact any City Council Member, City Manager, or City employee concerning this ITB until after award. Any such contact may result in disqualification.

PRE BID MEETING

None

QUESTIONS

Bidders shall submit all questions, in writing, to Regina Davis, rdavis@myquincy.net

All questions shall be submitted no later than 12pm EST on April 30, 2026.

An addendum for responses to all questions will be issued after April 30 deadline.

BID FORMS

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the forms. No conditions, limitations or provisions will be attached or added to the bid forms by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

BONDS

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The City reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be based on unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, permits, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the City during this period.

CANCELLATION

The city may cancel this ITB, or reject in whole or in part, when it is in the best interests of the City, as determined by the City Council. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified lump sum bid and is deemed qualified by The City of Quincy, subject to the City's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder, or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

LICENSING

Bidder shall be properly licensed for the appropriate category of work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this ITB will not become public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach,

the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the bidder's response. Requests for use of subcontractors received after the solicitation process are subject to review and approval by the City.

The City reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

MINORITY BUSINESS AND WOMEN'S BUSINESS UTILIZATION REQUIREMENTS

Positive efforts as required by the Community Development Block Grant Disaster Recovery (CDBG-DR) Program shall be made by Respondents to utilize minority- owned and women-owned businesses as sources of construction, materials, supplies and services. Such efforts must allow these sources the maximum feasible opportunity to compete for sub- agreements and contracts. Documentation of efforts made to utilize minority and women- owned firms must be maintained by all Respondents.

SECTION 3 REQUIREMENTS: The Contractor who receives this award (Contractor) will be required to comply with all Section 3 requirements found at 24 CFR Part 75. All Bidders must submit an appropriate, fully executed Section 3 Project Plan and the Business Concern Certification with the sealed bid. A plan template and Business Concern Certification are included in the required Bid Forms. Additionally, Contractor will be required to report monthly regarding its Section 3 activities and accomplishments and if any changes have been made to employment. Any subcontractor may also be required to submit reports.

This part of the evaluation will strictly be to determine whether a bidder has submitted an acceptable plan to comply with the Section 3 requirements of this Project. Any bidder found to have submitted a Section 3 Project Plan that does not meet the minimum thresholds or provide a workable implementation plan for meeting the Section 3 goals will be found to be non-responsive for this Project. Bidder must submit the following:

1. A completed Section 3 Business Concern Certification. A Section 3 Business Concern is a business that can provide evidence supporting that the business meets one of the following thresholds:
 - a. 51 percent or more owned by Section 3 low or very low-income persons
 - b. Over 75 percent of the labor hours performed for the business are performed by low or very low-income persons; or
 - c. It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8 assisted housing.
2. A completed Section 3 Project Plan expressing the contractor's agreement to comply with Section 3 in the employment and subcontracting opportunities created by the Project.

A more comprehensive list of qualitative efforts can be found in 24 CFR 75.15(b): [https://www.ecfr.gov/current/title-24/subtitle-A/part-75#p-75.15\(b\)](https://www.ecfr.gov/current/title-24/subtitle-A/part-75#p-75.15(b))

REQUIRED BID FORMS

The following documents are to be submitted with and made a condition of this Bid. These documents must be included in this order.

Bid Due: May 11, 2026 at 2pm EST

Bid Submittal Coversheet

This page must be attached to the outside of the sealed envelope containing your bid.

Required Documents & Items

The following documents are to be submitted with and made a condition of this Bid. These documents must be included **in this order**:

☐ 1. Bidder Information Sheet with Digital copy of Bid (flash drive) attached

☐ 2. Required Bonds*

☐ 3. List of Proposed Subcontractors and/or Suppliers;

☐ 4. Public Entity Crimes

☐ 5. Conflict of Interest

☐ 6. Drug-Free Workplace

☐ 7. Information Sheet for Transactions and Conveyances Corporate Identification

☐ 8. Certification Regarding Lobbying

☐ 9. Contractor E-Verify Affidavit

☐ 10. Anti-Collusion Statement

☐ 11. Debarment Form

☐ 12. Evidence of authority to do business in the state of the Project;

☐ 13. Bid Tabulation Form

☐ 14. Section 3 Project Plan

* Bid Bonds equal to five percent (5%) of the bid price are required for contracts that exceed \$100,000. Payable in the form of a certified check, bank money order, or a Bid bond. Payment & Performance Bonds - equal to one hundred percent (100%) of the contract price are required for contracts that exceed \$200,000.

Company Name: _____ Submittal Date: _____

As the person authorized to sign the statement, I certify that this Firm/bidder complies fully with the above requirements.

Printed Name: _____

Signature: _____

Date: _____

Coversheet must be secured to the outside of the bid submittal envelope.

BIDDER INFORMATION

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the ITB, may result in your BID being rejected as non-responsive.

BIDDER NAME: _____ BIDDER LICENSE #: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Name of Person submitting bid and authorized to bind bidder: _____

Title: _____

Signature: _____ Date: _____

If the Bidder is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Bidder will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the County would contract, with all other Contractors being considered as sub-contractors.

Bid total information	
Turnkey Price for the Entire Project	\$

Attach Flash Drive Here

Must be page 1 of your bid submission.

BID SECURITY

Please attach bid security to this page.

A Bid (on projects \$100,000 or more) must be accompanied by Bid security made payable to Owner in an amount of 5 % percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety.

**Attach Bid
Security here or
complete the
following page**

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER:

BID

Bid Due Date: _____

Description: _____

BOND

Bond Number: _____

Date: _____

Penal sum _____ \$ _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

SUBCONTRACTORS/SUPPLIERS FORM

Bidders must provide a list of any subcontractors or suppliers they intend to use in the performance of services under this Contract. In the event that a contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor.

Bidder Name

Bidders are required to submit subcontractor and/or supplier information, if any, in the spaces below. Attach additional sheets, as necessary. The City of Quincy reserves the right to approve/disapprove any proposed subcontractor. (Multiple copies of this form may be submitted, if additional space is needed.)

Subcontractors		
	Subcontractor #1	Subcontractor #2
Company Name:		
Address:		
Contact Name(s):		
Phone:		
Email:		
Description of Work:		

Suppliers		
	Supplier #1	Supplier #2
Company Name:		
Address:		
Contact Name(s):		
Phone:		
Email:		
Description of Work:		

Authorized Signature

Title

SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A) ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity), _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

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

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Signature

Date

STATE OF FLORIDA

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

CONFLICT OF INTEREST DISCLOSURE FORM

Please mark which of the following applies to you/your company:

_____ I hereby attest that no City of Quincy employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

_____ The following person(s) name(s) and position(s) with your business.

NAME(S)

POSITION(S)

(Signature)

Title / Date: _____

Business Name: _____

DRUG FREE WORKPLACE CERTIFICATION

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Bidder does the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or no contest to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm/bidder complies fully with the above requirements.

Firm/Bidder

Title

Authorized Signature

Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

The following information will be provided to The City of Quincy for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle)
One) Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____ Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document #: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____ Treasurer: _____ Other: _

Vice President: _____

Director: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____ City, State, Zip: _____ Street Address: _____
_____ City, State, Zip: _____ (Please provide

post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name and Title of individual who will sign the instrument on behalf of the company:

(Spelled exactly as it would appear on the instrument)

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

44 C.F.R. APPENDIX A, PART 18
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid).

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized

Official Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____[insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had and shall have their work authorization status verified through the E-Verify system.

A true and correct copy of _____[insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Contractor acknowledges that section 448.095, Florida Statutes, requires that if Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Signature: _____

Print Name: _____ Date: ____

ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause, or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of bids for this contract.

ANTI-COLLUSION STATEMENT - SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number

DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor Name:

By:

Signat

ure

Name and Title

Street Address

City, State,

Zip Date

EVIDENCE OF AUTHORITY TO DO BUSINESS IN THE STATE OF THE PROJECT

REQUIRED CLAUSES

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act* (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act* (40 USC 3145), as supplemented by the 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") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as Florida Commerce may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold

or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and 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 paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement**. As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. 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 HUD or Florida Commerce.

5. **Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the State of Florida, U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD or Florida Commerce.

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to State of Florida, U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD or Florida Commerce.

6. **Suspension and Debarment**.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

c. CONTRACTOR's certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida

the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. The CONTRACTOR certifies to the COUNTY that it has not and will not use 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. *The required Certification is provided as an addendum to this Agreement.*

b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the COUNTY.

8. Procurement of Recovered Materials. As required by federal program legislation, CONTRACTOR agrees to the following:

a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items, as required by Section 6002 of the Solid Waste Disposal Act (42 U.S.C. 6962) and 2 CFR 200.323, unless the product cannot be acquired:

- i. competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. meeting contract performance requirements; or
- iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. HUD and Florida Commerce Seals, Logos, and Flags. The CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders. The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

11. No Obligation by Federal Government. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

EXHIBIT 1 GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.
2. Plans, Drawings, Specifications, Special Provisions, and other documents shall be considered a part of the Bid Form whether attached or not.
3. Prospective Bidders must be able to show that they can perform each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by the City.
4. Should the bidder to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled, and the Bid Bond posted by the bidder shall be retained by the City, not as penalty, but as liquidated damages. Award will then be given to the next bidder selected by the city with a qualified bid.
5. The Work
 - a. Intent is for the Contractor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.
 - b. The City's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.
 - c. Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Contractor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.
6. Control of the Work
 - a. If applicable, at project completion, the Contractor shall furnish, on sheets not larger than 24 inches by 36 inches, as-built drawings of utility lines, stormwater pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida licensed professional land surveyor or professional engineer.
 - b. The Contractor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. If an error or omission is discovered by the Contractor, he shall, within 24 hours of such discovery, notify the City's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.
 - c. The Contractor shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.
 - d. Failure to remove or refusal by the Contractor to remove defective materials or work or make necessary repairs to damaged work shall be cause for the City's Designated Representative to make the necessary corrections at the expense of the Contractor with such monies being deducted from the contract amount or charged against the bonds.
 - e. The Contractor shall notify the City's Designated Representative when the project is substantially complete. If the City's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the City.
 - f. The Contractor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the City's Designated Representative. The Contractor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the City.
 - g. Any written claim for compensation due to delays, additional, or extra work shall include the following:
 - h. for delay claims, provide a critical path schedule showing the delay is due to a

controlling item of work and the early start, late start, early finish, late finish and the critical path.

- ii. a detailed factual statement providing dates, locations, and items of work affected in each claim.
- iii. the date on which actions or conditions resulting in the claim became evident.
- iv. all pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications.
- v. the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim.
- vi. a detailed breakdown of compensation sought for labor expenses, additional material, and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.
- vii. equipment rental rates that are based on Blue Book Rental rates.

i. Unless otherwise stated in the plans or specifications, the term "installs" shown in the plans and specifications shall be interpreted by the contractor to mean the same as "furnish and install", which means the contractor shall provide all materials, equipment, and labor to completely install the item shown in the plans or specifications.

7. Material Control

a. The Contractor shall ensure that City personnel always have entry to the construction site in order to inspect and evaluate any or all materials used for performing the work. The City's Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the City's Designated Representative will be provided to the Contractor.

b. Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Contractor and the City shall not be liable for any loss, theft, or damage to stored materials.

c. Any materials found to be defective by the Contractor or the City's Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the City's Designated Representative to do same at the expense of the Contractor and such expense deducted from the contract amount or from the bond.

d. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

8. Contractor Responsibilities

a. The Contractor shall relieve the City from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

b. The Contractor shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the work.

c. The Contractor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Contractor fails to restore such property, the City's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.

d. Arrangements for utilities to the site shall be accomplished by the Contractor and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this work and the utility construction.

e. Final acceptance will not be given nor will bond be released unless any and all claims against the Contractor are paid or the Contractor has otherwise been relieved of the claim.

f. Until acceptance of the work by the City's Designated Representative, the work shall be

under charge and custody of the Contractor, and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

9. Prosecution and Progress

a. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the City.

b. The Contractor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to ensure completion of the work within the time limit set forth. Should the Contractor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the City shall have ground to claim default.

c. The Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Contractor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires pre-approval from the City's Designated Representative.

d. The Contractor shall maintain reasonable access at all times to all business and private residences and property adjacent to construction area or impacted by the construction.

e. The City's Designated Representative shall make provision for and shall schedule a pre-construction conference with the Contractor and all concerned parties in attendance.

f. The Contractor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

i. The Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the City's Designated Representative and to execute the orders or directions of the City's Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.

ii. Contractor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.

iii. The City's Designated Representative shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.

iv. The Contractor may be declared in default for non-progress, by the City's Designated Representative, when the percentage value of dollar work completed with respect to the total amount of contract is not within twenty (20) percent of the time elapsed versus the total performance period.

v. Contractor may subcontract for work identified in this solicitation. The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontractors should be included in the response to this solicitation.

10. Payments and Acceptance

a. Payment will not be made until the work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the City's Designated Representative are delivered to the City.

b. The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.

c. The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.

d. The City's Designated Representative retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Contractor.

e. In the event of dispute regarding amounts due to the Contractor, the City reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

f. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection and final acceptance has been made, and it is proven to the City's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the Contractor. Upon final payment the Contractor shall provide the City's Designated Representative a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.

g. The payments of sub-contractors, material, men and suppliers shall comply with Section 255.071 of Florida Statutes.

h. Within five (5) working days following each payment to the Contractor, the Contractor shall pay respective amounts allowed by the City for all materials, all equipment installed in the work, all work performed by sub-contractors to the extent of each sub-contractor's interest in the Contractor's amount of payment.

i. Date of final payment shall be the commencement of all warranties and guarantees. If the City reasonably determines that the Contractor or Vendor has breached any of the warranties provided herein, then the Contractor or Vendor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.

11. Records Retention: The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this contract for a period of six (6) years after the grant closeout date. If any litigation, claim, or audit is started before the expiration of the six-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Contractor shall permit access to such records by the City, State, Federal agencies, or their authorized representatives as necessary for audit, examination, excerpts, or transcription.

EXHIBIT 2

SCOPE OF WORK

The project includes:

Washington Street, Adams Street, Madison Street and Jefferson Street:

- The sidewalk and the 2' brick band along Washington, Adams, Madison and Jefferson Streets will have spot repairs as needed.
- Replace & Rewire (as necessary) missing light pole at the NW corner of Jefferson Street and Madison Street. New pole to match existing or as close as possible.
- Replace/Rewire (as necessary) missing light pole at the SE corner of Jefferson and Adams Street. New pole to match existing or as close as possible.
- The 4 existing tree wells on Washington, Adams and Madison Street north, east and west of the courthouse will be replaced with raised 3-sided planter brick bench seats with a crepe myrtle tree. The tree wells on Jefferson Street south of the courthouse will be reconstructed with matching brick. A smaller above sidewalk planter will be placed on the new brick area.
- All other existing tree wells along Washington, Adams, Madison and Jefferson Streets will be replanted with Crepe Myrtles donated to the city.
- A redesigned ADA Parking space to be located on the west side of Adams Street just south of Jefferson Street.
- A redesigned ADA Parking space to be located on the west side of Madison Street just south of Jefferson Street.
- A redesigned ADA Parking space to be located on the westside of Adams Street in front of the Andy Gay Park.
- An existing driveway for the old development on the Kelly Lot will be removed and replaced with a new curb and gutter section. 2 new parking spaces will be created on Adams Street.
- 168' of sidewalk on Adams Street in front of the Andy Gay Park will be removed and replaced.
- Existing light poles to be repainted.

Andy Gay Park Improvements:

- A Traditional Style Pavilion will be constructed for events. Restrooms will be included on the backside of the pavilion.
- Sidewalks and park benches will be provided throughout the park.
- A low brick wall will be constructed on the east side and partially on the northeast corner on the park.
- New Park signage will be provided at the same location of the existing signage along Adams Street.
- Utilities: water, sewer, electric, and drainage will be provided as needed to serve the park.
- 4 high pole LED lights will be placed near the middle of the park.
- Antique Style Lights will be provided along the interior perimeter of the park.
- Landscape within the park will consist of existing White Natchez Crepe Myrtles, newly planted palm trees, some additional Crepe Myrtles, low ground cover plants and sod in the park open space areas.
- A movie wall will be provided utilizing the side of an existing building on the southeast side of

the park.

- The exterior wall of the existing building on the south side of the park (adjacent to the existing parking lot) will be covered by a steel trellis and growing vine.
- Palm trees and free-standing awnings with steel structures will be added for aesthetics.
- No changes to the existing parking lot or perimeter parking on Franklin Street other than restriping.
- 6' wide sidewalks will be added along Franklin Street and Monroe Street.

All other work as shown on plan set.

Activities shall be completed in compliance with Federal, State, and Local rules and regulations.

The selected contractor will be responsible for submitting the following documents:

- Copy of permit(s), notice of commencement.
- Local Building Official Inspection Reports and Final Approvals
- A copy of the electrical design, specifications and/or drawings elaborated to complete the scope.
- Signed and sealed copy of As-built plans, as applicable
- Certified Letter of Completion, as applicable:
 - Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - Certifying compliance with all applicable codes
- All product specifications/data sheets (technical standards) satisfying protection requirements on all products utilized.
 - All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- Proof of compliance with project conditions

All Bidders must submit an appropriate, fully executed Section 3 Project Plan and the Business Concern Certification with the sealed bid.

All Bidders must comply with Davis Bacon and related Act Requirements. (See Wage Determinations located within this ITB.

Bidder will complete the Work in accordance with the Contract Documents.

<i>Item</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
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GENERAL COSTS					
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1	Mobilization (2%)	1	LS		
2	Bonds and Insurance (2%)	1	LS		
3	NPDES	1	LS		
4	Hold Harmless	1	LS	\$10.00	\$10.00
5	Building & Permit Review Fee Allowance*	1	LS		\$24,000
6	City Of Quincy Electrical Utility Provider Fees*	1	LS		\$18,000

Site Work					
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Washington, Adams, Madison & Jefferson Street

1	Planter Box Benches w/Water and Electric	12	EA		
2	Double Lamps Light Pole Painting	20	EA		
3	Single Lamp Light Pole Painting	28	EA		
4	Concrete Sidewalk Repairs (estimated)	750	SF		
5	Back of Curb Brick Band Repairs (estimated)	300	SF		
6	Planter Box Landscaping: Crepe Myrtle, Mulch, etc.	12	EA		
7	ADA Parking: Ramp, Curb Adjustments, Striping & Signage	7	EA		
8	Light Pole Replacement (including new wiring as necessary)	2	EA		
9	Adams Street Aluminum Handrail Repair	1	LS		
10	Portable Planters on Jefferson Street	4	EA		
11	Remove existing trees and plant donated Crepe Myrtles in existing sidewalk tree wells. Do not include price for Crepe Myrtle in this item. Quantities and locations to be determined.	1	EA		

Andy Gay Park

12	Pavilion: including Foundation	1	LS		
13	Pavilion Utilities: Elect, Water, Sewer	1	LS		
14	Park High LED Lighting	4	EA		
15	Pedestrian Lighting	12	EA		
16	Park Lighting Electrical Service: Conduit, wiring, etc.	1	LS		
17	Landscaping: Crepe Myrtle, Palm Trees, etc.	1	LS		
18	ADA Ramp, Curb adjustment, restriping	1	LS		
19	Movie Wall	1	LS		
20	Architectural Features	1	LS		
21	Mural Wall	1	LS	12,500.00	12,500.00
22	Drainage: ADS Inlets, Pipe	1	LS		
23	Concrete Sidewalks approx. 5,024 sq ft	1	LS		
24	Brick Knee Wall	1	LS		
25	Park Signage	1	LS		
26	Benches	8	EA		
27	Trash Can	11	EA		
28	Bike Rack	6	EA		

Contingency** \$100,000.00

TOTAL BASE BID					
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*See Section 008000 Architects Supplementary Conditions #3 & 7

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and (2) 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 determined as provided in the Contract Documents.

**Note regarding (Contingency Allowance): Contingency allowance may be used to cover additional scope of work (or changes) due to unforeseen field conditions or conflicts encountered during construction. Payments shall be made on actual invoices to Contractor and any scope of work to be allowed under Contingency Allowance shall be submitted and approved through the Change Order process. Any unused balance for contingency allowance will be removed from project contract amount at substantial completion.

Maintenance of Traffic /Pedestrian Safety per FDOT Permit issued 9/22/2025

EXHIBIT 3
PROJECT PLANS AND SPECIFICATIONS

PROJECT PLANS

CIVIL DRAWINGS CITY OF QUINCY CDBG, DATED APRIL 2026

CVR	COVER SHEET.
G1	GENERAL NOTES
KEY	KEY SHEET
S1-S4	TPOGRAPHIC SURVEY
C1	ANDY GAY PARK SITE PLAN
C2-C3	WASHINGTON STREET PLAN VIEW
C4-C5	ADAMS STREET PLAN VIEW
C6	MADISON STREET PLAN VIEW
C7-C8	JEFFERSON STREET PLAN VIEW
D1-D5	PROJECT DETAILS

ARCHITECTURAL CONSTRUCTION DOCUMENTS-ANDY GAY PARK IMPROVMENTS FOR CITY OF QUINCY, FLORIDA.

T1.1	TITLE SHEET
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ARCHITECTURAL DRAWINGS

A1.1	ARCH. SITE PLAN
A1.2	ARCH. FLOOR PLANS
A1.3	ARCH. LOW WALL PLANS
A1.4	ARCH. PLANTER PLANS
A2.1	ARCH. PAVILION ELEVATIONS
A2.2	ARCH. PORCH ELEVATIONS
A3.1	ARCH. BUILDING SECTIONS
A3.2	ARCH. WALL SECTIONS
A3.3	ARCH. WALL SECTIONS

STRUCTURAL DRAWINGS

S1	STRUCT. DETAILS, WIND ANALYSIS
S2	STRUCT. FOUNDATION LAYOUT
S3	STRUCT. SECTIONS, DETAILS
S4	STRUCT. SECTIONS

MECHANICAL, PLUMBING & ELECTRICAL DRWGS

M1.1	MECH. PLAN, SCHEDULES, DETAILS
MP.1	MECH./PLUMB. SPECIFICATIONS
MP.2	MECH./PLUMB. SPECIFICATIONS
P0.0	PLUMB. LEGENDS
P0.1	PLUMB. SCHEDULES
P0.2	PLUMB. CHARTS, CALCULATIONS
P1.1	PLUMB. PLANS
P2.1	PLUMB. DETAILS
E0.1	ELECT. NOTES/LEGENDS
E0.2	ELECT. SCHEDULES, RISER
E1.1	ELECT. LIGHTING, POWER, AUX PLAN
E2.1	ELECT. SITE PLAN
E3.1	ELECT. DETAILS
E4.1	ELECT. SPECIFICATION

PROJECT SPECIFICATIONS:

SECTION 01000 - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

SCOPE OF WORK

The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item necessary for a complete installation.

1.1 GENERAL

All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

1.2 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

1.3 ESTIMATED QUANTITY

The quantities shown are approximately and are given only as basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility for estimated quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactory completion of each item of work.

1.4 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.5 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.6 LUMP SUM ITEMS

Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment. Measurement shall be based upon the Engineer's estimate of percent complete per partial payment period.

The lump sum price bid for various items shall be compensation in full for furnishing all materials, labor, equipment, dewatering and incidentals necessary to install these items complete and operable in every detail and in accordance with these plans and specifications.

1.7 UNIT PRICE ITEM

Although generally contract work will be Lump Sum, separate payment will be made for any items of work specifically described for unit price payment and listed on the Bid Form for unit price payment. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items. The price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment, and incidentals for the item in place, complete in every detail. There will be no direct payment for clearing, grubbing, excavation, bracing, dewatering, backfilling, clean-up, sheeting, shoring, and restoration of property, testing or other items of work necessary for installation of the item.

1.8 OTHER PROVISIONS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Reduction in retainage shall not be requested by the Contractor or made by the Owner until as-built (record) drawings have been submitted to the Engineer and approved.

- Trench excavation, including necessary pavement removal, rock removal, and muck removal.
- Sheeting and shoring.
- Clearing, grubbing and grading.
- Erosion Control
- Excavation, including necessary pavement removal, rock removal, muck removal, and existing sewer removal.
- Dewatering and disposal of surplus water.
- Structural fill, backfill and grading.

- Placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Maintaining the existing quality of service during construction.
- Appurtenant work as required for a complete and operable system.
- Operation and Maintenance manuals.
- Bypass pumping.
- Maintenance of Traffic.

1.9 APPLICATION FOR PAYMENT

The Contractor shall submit an application for payment, no more frequent than monthly, to the Project Representative for review and approval upon partial completion of the project before the Contractor will be compensated for the work performed during that period. The application shall invoice work completed as detailed in the Contractor's proposal. Final payment in full will be made when work is completed to the satisfaction of the Owner, and Project Representative, when it has been shown that the Contractor has discharged all obligations of this Contract (Release of Liens) and when all punch list items have been corrected.

PART 2 - (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 MOBILIZATION

Payment for all work included under this bid item will be made at the lump sum price bid for mobilization of all labor, equipment, materials and appurtenances necessary for construction of the project. Mobilization shall include all items detailed in Article 101-1 of the FDOT Standard Specification. Also included, but not limited to, as part of this bid item is the cost for project performance indemnification's, photographs, videography, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work. Payment for work included under this bid item will be lump sum. Sixty percent (60%) of the lump sum amount will be payable upon mobilization. The remaining 40% will be payable upon demobilization. **THIS BID ITEM SHALL BE LESS THAN OR EQUAL TO 3% OF THE ENTIRE CONTRACT BID AMOUNT.**

3.2 BONDS AND INSURANCE

Payment for this bid item will be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents. Payment will be made only after proper documentation is provided to the Engineer. Payment for work included under this bid item will be lump sum. **THIS BID ITEM SHALL BE LESS THAN OR EQUAL TO 2% OF THE ENTIRE CONTRACT BID AMOUNT.**

3.3 HOLD HARMLESS

Payment for this bid item will be made at the lump sum price bid of ten dollars (\$10.00) for agreeing to Hold Harmless and indemnify the Owner as specified in the Contract Documents.

3.4 PROJECT LAYOUT

This pay item also includes all material, labor, equipment and incidentals necessary to successfully layout the project so as to ensure the improvements are correctly placed.

The Contractor shall engage a Professional Surveyor and Mapper registered in the State of Florida to practice land surveying for project layout and as-builts. Said surveyor should carry Professional Liability Insurance. The land surveyor employed for this project must comply with the Minimum Technical Standards for land surveyors in the State of Florida pursuant to Florida Statute 472.027 adopted rule 121HH-29. The Contractor shall be held responsible for all mistakes that may be caused by the loss or disturbance of the Engineer's benchmarks.

Payment for work included under this bid item will be a lump sum.

3.5 EROSION AND SEDIMENT CONTROL AND NPDES PERMIT

The lump sum price for obtaining the NPDES permit shall be compensated in full for labor and incidentals necessary. The engineer will provide necessary drawings to the contractor. Payment for work included under this bid item will be a lump sum.

3.6 TESTING

The Lump Sum price bid for all testing associated with water and sewer improvements will be compensated in full for furnishing all material, labor, equipment and incidentals necessary to successfully perform all testing required by the contract documents so that compliance may be demonstrated to the Engineer. The Contractor shall employ, coordinate and direct the services of independent testing laboratories required for all testing, including water line bacteriologic test in accordance with FDEP latest revision (free and residual Chlorine). This pay item shall also include all additional testing required due to failure of previous tests or reinstallation of any work. Payment for work included under this bid item will be lump sum. This bid item does not include the testing associated with roadway improvements. Payment for work included under this bid item will be a lump sum.

3.7 RECORD DRAWINGS

The Lump Sum price bid for layout and furnishing as-builts shall be compensated in full for all material, labor, equipment and incidentals necessary to prepare and furnish all engineer-approved record drawings by the contract documents. The Owner shall make no additional payment for draft or preliminary submittals initially made or resubmitted due to incompleteness or rejection by the Engineer. Payment for work included under this bid item will be lump sum.

3.8 MAINTENANCE OF TRAFFIC

Payment for all work included under this bid item will be made at the respective lump sum price bid for executing all maintenance of traffic, including all associated signs and notifications to ensure that traffic is maintained at all times during the construction of the project in accordance with contract documents and FDOT Permit issued 9.22.2025. Payment shall constitute complete compensation for all labor, materials and equipment necessary to complete this work item. Measurement for the work included under this bid item shall be lump sum.

3.9 CONSTRUCT ALL OTHER IMPROVEMENTS NOT INCLUDED IN OTHER BID ITEMS

Payment for all work included under this bid item will be made at the respective lump sum price bid for all those items not identified on each specific bid item but required for a complete work in accordance with contract documents. Payment shall constitute complete compensation for all labor, materials and equipment necessary to complete this work item. Measurement for the work included under this bid item shall be lump sum.

END OF SECTION 01000

SECTION 02000-PROJECT SUMMARY AND NOTES

GENERAL SUMMARY:

This project located in Quincy Florida

Contractor is required to perform all work as described on engineering drawings and any adjustments as necessary based on field conditions.

NOTES:

All construction activities not covered in these specifications shall meet the requirements set forth in the Florida Department of Transportation Division 2 and Division 3 Standard Specifications for Road and Bridge Construction, latest edition and any revisions. Latest specifications and revisions can be found at the following link: <http://www.dot.state.fl.us/Specificationsoffice>.

All testing shall be paid for and provided by the Contractor and shall meet the requirements of the Florida Department of Transportation Division 2 and Division 3 Standard Specifications for Road and Bridge Construction, latest edition and any revisions. Compaction testing for backfill, subgrade, and base shall be performed at each service lateral cut and per the FDOT specifications for road reconstruction.

All Construction shall include all materials and labor to complete the Project as specified herein and as shown on the drawings.

The contractor shall provide the engineer with a construction schedule a minimum of seven (7) days prior to mobilization for the project.

END OF SECTION 02000

SECTION 02110-SITE CLEARING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

DESCRIPTION OF WORK:

Extent of site clearing is shown on drawings.

Site clearing work includes, but is not limited to:

- Protection of existing trees.

- Removal of trees and other vegetation.

- Topsoil striping.

- Clearing and grubbing.

- Removing above-grade improvements.

- Removing below-grade improvements.

JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

- Protection improvements on adjoining properties and on Owner's property.

- Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic,

or parking vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

Salvable Improvements: Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2 - PRODUCTS

Not applicable to work of this section.

PART 3 - EXECUTION

SITE CLEARING:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on the site or premises as specifically indicated. Removal includes digging out stumps and roots.

Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of topsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Remove heavy growths of grass from areas before stripping.

Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Dispose of unsuitable or excess topsoil same as waste material, herein specified.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Completely remove stumps, roots, and other debris protruding through the ground surface. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

DISPOSAL OF WASTE MATERIALS:

Burning on Owner's Property: Burning is not permitted on Owner's property unless Owner's approval is obtained and proper authorities are notified.

Removal from Owner's Property: Remove waste materials and unsuitable materials from Owner's property and dispose of off site in legal manner.

END OF SECTION 02110

SECTION 02200-EARTHWORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

DESCRIPTION OF WORK:

Definition: "Excavation" consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

QUALITY ASSURANCE:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service: Employ, at Contractor's expense, a testing laboratory subject to approval by the Engineer to perform soil testing and inspection service for quality control during earthwork operations.

SUBMITTALS:

Test Reports-Excavating: Submit following reports directly to Engineer from the testing services; with copy to Contractor:

Test reports on fill material. (Modified Proctor Tests)

Field density test reports. (Modified Proctor Tests)

Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

JOB CONDITIONS:

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and utility companies in keeping respective services and facilities in operation. Contractor shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.

Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

Provide minimum of 48-hour notice to engineer and receive notice to proceed before interrupting any utility.

Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

Use of explosives: The use of explosives is not permitted.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout in the manner prescribed in sections under "Sitework".

PART 2 - PRODUCTS

SOILS MATERIALS:

Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter. The fill material should be sand containing little fines. Prior to placing the fill material, the existing material shall be stripped of all soils containing a significant percentage of organics and all loose soils which cannot be readily compacted. If existing materials do not meet these requirements, it may be necessary to backfill with select materials other than those on the job site.

PART 3 - EXECUTION

EXCAVATION:

Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom of elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed by engineer.

Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, notify Engineer who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Engineer.

Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.

Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. The cost of all dewatering operations including well pointing shall be the responsibility of the Contractor.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and

maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

Dispose of excess soil material and waste materials as herein specified.

Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of service, other construction, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide 6" to 9" clearance on both sides of pipe or conduit and a maximum of 30" total width.

Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of crushed stone or gravel prior to installation of pipe.

For pipes or conduit 5" or less in nominal size and for flat-bottomed multiple-duct conduit units, do not excavate beyond indicated depths. Hand excavate bottom cuts to accurate elevations and support pipe or conduit on undisturbed soil.

For pipes or conduit 6" or larger in nominal size, tanks and other mechanical/electrical work indicated to receive subbase, excavate to subbase depth indicated, or, if not otherwise indicated, to 6" below bottom of work to be supported.

Except as otherwise indicated, excavate for waterbearing piping so top of piping is not less than 3'-0" below finished pavement grade, but no less than 2'-6" below finish grade.

Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

Backfill trenches with concrete where trench excavations pass within 18" of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings. Place concrete to level of bottom of adjacent footing.

Use care in backfilling to avoid damage or displacement of pipe systems.

COMPACTION:

General: Control soil compaction during construction, providing minimum percentage of density specified for each area classification indicated below.

All compaction requirements for this section are specified on the construction drawings.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

BACKFILL AND FILL:

General: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below:

In excavations, use satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both.

Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 degrees of cylinder.

Backfill excavation as promptly as work permits, but not until completion of the following;

Acceptance of construction below finish grade.

Inspection, testing, approval, and recording locations of underground utilities.

Removal of concrete formwork.

Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

Removal of trash and debris.

Permanent or temporary horizontal bracing is in place on horizontally supported walls.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: The lower portion of backfill, to a compacted level of one foot above the top of the pipe, shall be hand placed in layers of lifts not to exceed six inches of compacted depth and each layer compacted individually by means of hand tampers. Above that level, place lifts in layers not to exceed twelve inches of compacted depth and machine filling and tamping may be used.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each lift to required percentage of minimum soil density for each area classification as designated herein. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

Finish surfaces free from irregular surface changes, and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevations.

Grading Surface of Fill Under Building Slabs: Grade smooth and even, free from voids, compacted as specified, and to required elevation.

Provide final grades within a tolerance of 1/2" when tested with a 10' straightedge.

Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage for each area classification.

FIELD QUALITY CONTROL:

Quality Control Testing During Construction: Provide testing service by a qualified soil testing firm, subject to Engineer's approval, to inspect and approve subgrades and fill layers before further construction work is performed.

Paved Areas: Make at least one field density test of subgrade for every 2000 square feet of paved area but in no case less than 3 tests, nor less than 1 per driveway or crossing. In each compacted fill layer, make one field density test for every 2,000 square feet of paved area but in no case less than 3 tests, nor less than 1 per driveway or crossing.

Non-Paved Areas: Perform at least 1 field density test per 3,000 square feet of fill per every vertical foot of height, and perform at least 1 field density test per 1,000 feet of pipe installed per every 2 feet of vertical trench depth.

If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills which have been placed below are specified density, provide additional compaction and testing at no additional expense.

MAINTENANCE:

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

Grassed Areas: See Section 02210, "Grassing" for requirements of grassed areas.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Disposal of all spoil material resulting from construction shall be the responsibility of the Contractor.

END OF SECTION 02200

SECTION 02210-GRASSING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

DESCRIPTION OF WORK:

Extent of grassing work is as specified or shown on the construction plans. All other areas disturbed during construction operations shall be seeded.

QUALITY ASSURANCE:

All seed used shall be labeled in accordance with U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing by Owner. Seed which has become wet, moldy, or otherwise damaged in transit or in storage shall not be used. Fertilizer shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used. Seed, fertilizer and other grassing materials shall be stored under cover and protected from damage which would make them unacceptable for use.

SUBMITTALS:

Approvals, except those required for field installations, field applications, and field tests shall be obtained before delivery of materials or equipment to the project. The results of laboratory tests performed on the topsoil material shall be submitted. The reports shall include the pH level, the amount of organic matter, and available phosphoric acid and potash of the soil intended for use in the work. Certificate of conformance will be required for the following:

1. Grass seed shall be certified by registered, certified seed association or a registered testing laboratory not more than ten months prior to seeding.
2. Sprigs
3. Fertilizer
4. Topsoil
5. Lime
6. Mulching

PART 2 - PRODUCTS

TOPSOIL:

If the quantity of existing stored or excavated topsoil is inadequate for planting, sufficient additional topsoil shall be furnished. Topsoil furnished shall be a natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity. It shall be obtained from naturally well-drained areas. Topsoil shall be without

admixture of subsoil and free from Johnson grass (*Sorghum halepense*), nut grass (*Cyperus rotundus*) and objectionable weeds and toxic substances.

SOIL AMENDMENTS:

Lime: Ground Limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50 percent will pass a 100-mesh sieve and 90 percent will pass a 20-mesh sieve.

Fertilizer: 16-16-16 formulation of which 60 percent of the nitrogen is in the urea-formaldehyde form and shall conform to the applicable State Fertilizer laws. It shall be granulated so that 80 percent is held on a 16-mesh screen, uniform in composition, dry and free-flowing.

Mulch: Clean hay or fresh straw.

GRASS MATERIALS:

Grass Seed: Federal Specifications JJJ-S-181 and shall satisfy the following requirements:

<u>Seed</u>	<u>Min. % Pure Seed</u>	<u>Min. % Germination and Hard Seed</u>	<u>Max. % Weed Seed</u>
Bermuda Grass, (<i>Cynodon Dactylan</i>)	80%	15%	.25%

Seed failing to meet the purity or germination requirements by no more than twenty-five percent may be used, but the quantity shall be increased to yield the required rate of pure live seed. Seed failing to meet the weed seed requirements shall not be used.

PART 3 - EXECUTION

GRADING:

Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing.

PLACING TOPSOIL:

Areas to be grassed shall have a minimum topsoil cover of two inches. Topsoil shall not be placed when the subgrade is excessively wet, extremely dry or in a condition otherwise detrimental to the proposed planting or proper grading.

TILLAGE:

The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1-1/2 inches in diameter.

APPLICATION OF LIME:

The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches of the soil. Lime and fertilizer may be applied in one operation.

APPLICATION OF FERTILIZER:

Fertilizer shall be applied at the rate of 6 pounds per 1,000 square feet and shall be thoroughly incorporated into the top three to four inches of soil.

PLANTING SOIL:

All areas disturbed during construction shall be seeded as specified herein. Immediately before seeds are sown and after fertilizer and lime are applied, the ground shall be scarified as necessary and shall be raked until the surface is smooth, friable, and of uniformly fine texture. Areas to be grassed shall be seeded evenly with a mechanical spreader, raked lightly, rolled with a 200-pound roller, and watered with a fine spray.

1. Seed shall be applied at the following rate:

<u>Seed</u>	<u>Rate of Application</u>
Bermuda Grass, (Cynodon Dactylan)	6 lbs./1000 sq. ft. 260 lbs./acre

2. Seeded areas shall be mulched at the rate of not less than 1-1/2" loose measurement over all seeded areas. Spread by hand, blower, or other suitable equipment. Mulch shall be cut into the soil with equipment capable of cutting the mulch uniformly into the soil. Mulching shall be done within 24 hours of the time seeding is completed. All seeded areas shall be mulched, no exceptions. Hydro-seed must also be mulched.

ROLLING:

After seeding and mulching, a cultipacker, traffic roller, or other suitable equipment shall be used for rolling the grassed areas. Areas shall then be watered with a fine spray.

WINTER COVER:

All areas to be grassed shall be protected against erosion at all times. For protection during winter months (November 1st through March 31st) Italian rye grass shall be planted at the rate of four pounds per 1,000 square feet on all areas which are not protected by permanent grass. This does not alleviate the contractor from the required seeding.

CLEAN-UP:

All excess soil, excess grass materials, stones, and other waste shall be removed from the site daily and not allowed to accumulate.

MAINTENANCE:

Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand

of grass. Grassing will be considered for final acceptance when the permanent grass is healthy and growing on 97 percent of the area with no bare areas wider than 12 inches.

ACCEPTANCE:

The Contractor shall submit to the Owner two copies of a written request for final acceptance of the grassing work. The request shall be submitted at least ten days prior to the anticipated date of acceptance. The condition of the grass will be noted, the Contractor will be notified if maintenance is to continue.

END OF SECTION 02210

SECTION 02211-SODDING

PART 1 - GENERAL

WORK INCLUDED:

Sod Installation

REFERENCES:

ASPA - American Sod Producers Association - Guideline Specifications to Sodding.

FS O-F-241 - Fertilizers, Mixed, Commercial.

DEFINITIONS:

Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Hill, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

DELIVERY, STORAGE, AND HANDLING:

Deliver sod on pallets. Protect exposed roots from dehydration. Do not deliver more sod that can be laid within 24 hours.

PART 2 - PRODUCTS

ACCEPTABLE SOD GROWERS:

Nurseries and Sod Growers in the surrounding area who have a five year record are acceptable.

MATERIALS:

Sod: ASPA approved, field grown grade; cultivated grass sod; for low maintenance and traffic durability, with strong fibrous root system, free of stone, burned or bare spots; containing no more than 5 weeds per 1000 square feet.

Approved Sods: Kentucky Bluegrass (*Poa Pratensis*), Bermuda (*Cynodon Dactylon*), St. Augustinegrass (*Stenotaphrum Fecundatum*), Centipedegrass (*Eremochloa Ophruroides*).

HARVESTING SOD:

Machine cut sod and load on pallets in accordance with ASPA guidelines.

Cut sod in area not exceeding one square yard, with minimum 1/2 inch and maximum one inch topsoil base.

PART 3 - EXECUTION

INSPECTION:

Verify that prepared soil base is ready to receive the work of this Section.

Beginning of installation means acceptance of existing site conditions.

PREPARATION OF SUBSOIL:

Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.

LAYING SOD:

Moisten prepared surface immediately prior to laying sod.

Lay sod immediately on delivery to site and within 24 hours after harvesting to prevent deterioration.

Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12-inches overlapping; minimum. Do not stretch or overlap sod pieces.

Lay smooth. Align with adjoining grass areas. Place top elevation of sod 1/2 inch below adjoining paving or curbs.

On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod. Prior to placing sod, on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.

After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

Sod shall be laid in all ditch areas and slopes that are steeper than or equal to 1 vertical to 3 horizontal or have erosion problems. Sod shall be pinned down for stabilization in these areas.

END OF SECTION 02211

SECTION 02212 – STORM WATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section covers the storm water management practices that the Contractor shall employ in accordance with the NPDES permit governing storm water discharges during construction and in accordance with erosion control practices specified in other sections.
- B. The Contractor shall manage the discharge of storm water from the site in accordance with the NPDES regulations and this document. The Contractor shall be responsible for conducting the storm water management practices in accordance with regulations. The Contractor shall be responsible for any enforcement action taken or imposed by Federal or State agencies, including the cost of fines, construction delays, and remedial actions resulting from the Contractor's failure to comply with the permit provisions.
- C. The Contractor shall monitor the suitability of the designated management practices to achieve the storm water quality provisions and shall notify the Owner of the need to change management practices. If changes are ordered by the Owner, an adjustment in Contractor's fee shall be considered in accordance with the General Conditions. However, the Contractor's failure to monitor or report deficiencies to the Owner will result in the Contractor being liable for fines and construction delays resulting from any Federal or State agency enforcement action.

PART 2 - CONTROLS

2.0 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control drawings and this Stormwater Pollution Prevention Plan (SWPPP).
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

2.1 EROSION AND SEDIMENT CONTROLS

STABILIZATION PRACTICES Stabilization practices

for this site include:

- A. Land clearing activities shall be done only in areas where earthwork will be performed and shall progress as earthwork is needed.
- B. Temporary seeding of all areas for which soil-disturbing activities have temporarily ceased for a period of more than 21 days will be commenced by the 14th day.
- C. Permanent seeding and planting for vegetative establishment of all unpaved areas within 7 days where construction activities have permanently ceased.

STRUCTURAL PRACTICES

Structural practices for this site include:

- A. Silt fence
- B. Inlet protection and outlet protection
- C. Storm sewer

2.2 SEQUENCE OF MAJOR ACTIVITIES

The general contractor will be responsible for implementing the following erosion control and storm water management control structures. The general contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the general contractor. The order of activities will be as follows (refer to the plans for details):

CONSTRUCTION SEQUENCE

- 1. Post all applicable permit placards. The permit placards shall not be nailed to trees.
- 2. Flag or stake the proposed limits of clearing prior to demolition commencement.
- 3. Contractor shall meet with the local Environmental Inspector prior to construction commencement.
- 4. Construct tree barricades or fences around protected trees in the vicinity of any vehicular traffic and as shown on the plans.
- 5. Designate vehicular pathways within the limits of the site.
- 6. Designate employee parking areas, materials storage areas, and topsoil storage areas.
- 7. Designate refueling areas away from the water bodies or watercourses onsite.
- 8. Construct sedimentation control devices.
- 9. Follow any requirements of notification prior to construction stated in the Environmental Management Permit.
- 10. Clear and grub site within the limits of clearing. Stabilization and additional erosion control measures will be required in areas where immediate construction is not taking place.
- 11. Remove topsoil from all areas of the site where improvements are to be constructed. Stockpile onsite for redistribution on slopes and shoulders.

12. Relocate all underground utilities, install storm drainage pipes required, rough grade road and construct all swales. Protect all storm drain inlets with hay bales and filter fences (per F.D.O.T. Index 102) until a permanent vegetative cover is established.
13. Construct all remaining improvements as indicated in the plans and specifications.
14. Clean out any sediment and debris from stormwater structures, as required.
15. Seed, fertilize and mulch all disturbed areas not paved or sodded with minimum 80% coverage of a perennial type ground cover within 90 days of planting. At least 75% coverage must be provided by a seasonal coverage within 30 days of planting.

STORM WATER MANAGEMENT

Grading and storm sewer will provide storm water drainage.

When construction is complete, all unpaved areas will be stabilized with vegetation consisting of either seed and mulch or grass.

2.3 OTHER CONTROL WASTE DISPOSAL

All waste materials will be collected and stored in accordance with all local and state solid waste management regulations.

SANITARY WASTE

All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulation.

OFF-SITE VEHICLE

A stabilized construction exit will be provided to help reduce tracking of sediments. The paved street adjacent to the site entrance will be inspected daily and swept as necessary to remove any excess mud, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin. The job site superintendent will be responsible for seeing that these procedures are as followed.

CONCRETE WASTE FROM CONCRETE TRUCKS

Emptying of excess concrete and/or washout from concrete delivery trucks will not be allowed on the job site. If such excess concrete and/or washout residue is found on the job site it will be cleaned up immediately and not allowed to come in contact with storm water discharges.

This residue will be disposed of in accordance with Part VII of this plan and all applicable state and federal regulations. The job site superintendent will be responsible for seeing that these procedures are followed.

HAZARDOUS SUBSTANCES AND HAZARDOUS WASTE

- A. All hazardous waste materials will be disposed of in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. Site personnel will be instructed in these practices by the job site superintendent, who will also be responsible for seeing that these practices are followed. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.
- B. The contractor will implement the Spill Prevention Control and Countermeasures (SPCC) Plan found within this SWPPP and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.
- C. Any spills of hazardous materials which are in quantities in excess of Reportable Quantities as deemed by EPA regulations shall be immediately reported to the EPA National Response Center 1-800-424.8802.
- D. In order to minimize the potential for a spill of hazardous materials to come into contact with storm water the following steps will be implemented.
1. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in a secure location, under cover, when not in use.
 2. The minimum practical quantity of all such materials will be kept on the job site.
 3. A spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.
 4. All of the product in a container will be used before the container is disposed of.
 5. All products will be used in strict compliance with instructions on the product label.

6. The disposal of excess or used products will be in strict compliance with instructions on the product label.

CONTAMINATED SOILS

- A. Any contaminated soils (resulting from spills of materials with hazardous properties) which may result from construction activities will be contained and cleaned up immediately in accordance with the procedures given in the Spill Prevention Control and Countermeasures (SPCC) Plan and in accordance with applicable state and federal regulations.
- B. The job site superintendent will be responsible for seeing that these procedures are followed.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The contractor will obtain copies of any and all local and state regulations which are applicable to storm water management and pollution minimization at this job site and will comply fully with such regulations. The contractor will submit written evidence of such compliance if requested by the Owner or any agent of a regulatory body. The Contractor will comply with all conditions of the NPDES General Permit for Construction Activities, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance.

The owner has petitioned the appropriate regulatory agencies for authorization and recommended measures needed in dealing with endangered species located on the proposed site.

2.4 MAINTENANCE INSPECTION PROCEDURES

Erosion and Sediment Control Maintenance and Inspection Practices

2.4.A The following is a list of erosion and sediment controls to be used on this site during construction practice.

- I. Stabilization practices for
this site include: Temporary
seeding
Permanent seeding and planting
2. Structural practices for this
site include: Stabilized
construction exit(s)
Silt fences
Storm water Detention Ponds
Hay bales for storm sewer inlet and outlet protection.

2.4.B The following inspection and maintenance practices will be used to maintain erosion and sediment controls.

1. All control measures will be inspected at least once each week and following any storm event of 0.25 inches.
2. All measures will be maintained in good working order. If repairs are found to be necessary, they will be initiated within 7 days of report.
3. Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
4. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are securely in the ground.
5. Temporary and permanent seeding will be inspected for bare spots, washouts and healthy growth.
6. A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
7. The job site superintendent will be responsible for selecting the individuals who will be responsible for these inspections, maintenance and repair activities, and tilling out inspection and maintenance reports.
8. Personnel selected for the inspection and maintenance responsibilities will receive training from the job site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls that are used onsite in good working order.

- INSPECTION AND MAINTENANCE REPORT FORMS

Inspectors shall complete the forms provided in Appendix A when performing all inspections.

- SPILL PREVENTION CONTROL AND
COUNTERMEASURES (SPCC) PLAN
MATERIALS COVERED

The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Concrete Cleaning Solvents Detergents
Petroleum based products
Paint
Pesticides

Paint Solvent
Acids
Fertilizers
Concrete Additives
Soil stabilization activities

MATERIAL MANAGEMENT PRACTICES

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff

- GOOD HOUSEKEEPING

The following good housekeeping practices will be followed onsite during the construction project:

- 2.4.C An effort will be made to store only enough product required to do the job.
- 2.4.D All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or other enclosure.
- 2.4.E Products will be kept in their original containers with the original manufacturer's label in legible condition.
- 2.4.F Substances will not be mixed with one another unless recommended by the manufacturer.
- 2.4.G Whenever possible, all of a product will be used up before disposing of the container.

Manufacturer's recommendations for proper use and disposal will be followed
The job site superintendent will be responsible for ensuring proper use and disposal of materials.

- HAZARDOUS PRODUCTS

These practices will be used to reduce the risks associated with hazardous materials:

- 2.4.H Products will be kept in original containers with the original labels in legible condition.
- 2.4.I Original labels and material safety data sheets (MSDS's) will be procured and used for each material.
- 2.4.J Product containers and any surplus product must be disposed of per manufacturer's or local/state/federal government recommended methods.
- 2.4.K A spill control aid containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.

- PRODUCT SPECIFIC PRACTICES

The following product specific practices will be followed on the job site:

2.4.L Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled. Any petroleum storage tanks used on site will be installed per all appropriate local/state/federal regulations. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

2.4.M Fertilizers

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

2.4.N Paints, Paint Solvents, and Cleaning Solvents

All containers will be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.

2.4.O Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.

- SPILL PREVENTION PRACTICES

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

2.4.P Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.

2.4.Q Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in the spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.)

2.4.R All spills will be cleaned up immediately after discovery.

2.4.S Spills of toxic or hazardous materials will be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the

spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 302 list and oil) will be immediately reported to the EPA National Response Center, telephone 1-800-424-8802. Reportable quantities of some substances which may be used at the job site are as follows:

- 2.4.S.1 oil-appearance of a film or sheen on water
- 2.4.S.2 pesticides usually 1 lb.
- 2.4.S.3 acids 5000 lb.
- 2.4.S.4 solvents, flammable 100 lb

OWNER CERTIFICATION

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signed:

Position:

Printed Name:

Date:

CONTRACTOR'S CERTIFICATION

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the general NPDES storm water permit for the storm water discharges associated with industrial activity from the identified site. As a co-permittee, I understand that I, and my company, are legally required under the clean Water Act, to ensure compliance with the terms and conditions for the Storm water Pollution Prevention Plan (SWPPP) developed under the NPDES storm water permit and the terms of the NPDES storm water permit."

Signature:

Company Name:

Responsible For:

PROPOSED SCHEDULE OF WORK ACTIVITIES

Dates Activity

To be Determined and submitted by Contractor

APPENDIX A

Storm Water Pollution Prevention Plan Inspection and Maintenance Report Form To be Completed Every 7 Days and Within 24 Hours of a rainfall Event of 0.25 Inches or More

Sediment Basin:

Depth of Sediment in Basin	Condition of Basin Side Slopes	Any Evidence of Overtopping of the Embankment?	Condition of Outfall from Sediment Basin

Maintenance Required for Sediment Basin:

To Be Performed by

On or Before:

Stabilized Construction Entrance:

Does Much Sediment get Tracked on to Road?	Is the Gravel clean or is it filled with Sediment?	Does all Traffic use the Stabilized entrance to leave the site?	Is the Culvert Beneath the entrance working?

Maintenance Required for Stabilized Construction Entrance:

To be Performed by:

On or Before:

Stabilization Measures:

Area	Date Since last Disturbed	Stabilized ? (Yes/No)	Stabilized with	Condition

Stabilization Required:

To be performed by:

On or before:

I certify under penalty of law that this document and all attachments were prepared under my direction of supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best for my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:

Date:

Inspector:

Date:

Inspectors Qualifications:

Days since last rainfall:

Amount of last rainfall:

END OF SECTION 02212

SECTION 03300 - SIDEWALKS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

PROJECT CONDITIONS:

1. Contractor to submit a work schedule outlining the sections of work. To limit disruptions to businesses no section of sidewalk or driveway shall be closed during adjacent stores business hours. Work shall be planned out, so no section of sidewalk or driveway is impacted longer than 4 weeks from demolition to final product. Notify the city and affected business owners prior to start of sidewalk or driveway work.
2. Do not place concrete over soft, frozen, or muddy subgrade.
3. Ensure subgrade is free of standing water.
4. Ensure Subgrade is uniformly graded, compacted and moistened.
5. Protect adjacent finish materials against spatter during concrete placement.

SECTION 03310-CONCRETE WORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

DESCRIPTION OF WORK:

The extent of concrete work shown on Drawings to follow in accordance with the current FDOT standards and specifications.

PROJECT CONDITIONS:

1. Contractor to submit a work schedule outlining the sections of work. To limit disruptions to businesses no section of sidewalk or driveway shall be closed during adjacent stores business hours. Work shall be planned out, so no section of sidewalk or driveway is impacted longer than 4 weeks from demolition to final product on any part along West Washington Street/SR-10. Notify the city and affected business owners prior to start of sidewalk or driveway work.
2. Do not place concrete over soft, frozen, or muddy subgrade.
3. Ensure subgrade is free of standing water.
4. Ensure Subgrade is uniformly graded, compacted and moistened.
5. Protect adjacent finish materials against spatter during concrete placement.

END OF SECTION 03310

PROJECT MANUAL - TECHNICAL SPECIFICATIONS

Including Supplemental Conditions
for construction of

ANDY GAY PARK IMPROVEMENTS

116 N ADAMS STREET QUINCY, FLORIDA
for

CITY OF QUINCY, FLORIDA

Prepared by

Dewberry Engineers, Inc.
2700 South Blair Stone Road, Suite 204 D
Tallahassee, Florida 32301

Joel Sampson Architect, Inc.
212 North Adams Street Quincy, Florida 32351
850.875.4348

Date: September 8, 2025

**TECHNICAL SPECIFICATIONS
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GENERAL CONTRACTOR EXPERIENCE FORM

Provide a minimum of five commercial or public projects with building and sitework features – only projects with building and sitework shall be considered. Information provided shall be evaluated as part of the qualifications for general contractor selection.) Use additional sheets if necessary.

PROJECT/LOCATION	CONTRACT AMOUNT	RESPONSIBILITY(G.C.,etc)	CLIENT/CONTACT	DATE COMPLETED *
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*list whether currently under construction or date completed

SECTION 004300

SUBCONTRACTOR LISTING

TO: CITY OF QUINCY, FLORIDA

1. Pursuant to bidding requirements for the Work titled:

**ANDY GAY PARK IMPROVEMENTS
QUINCY, FLORIDA**

for portions of the Work equaling or exceeding 3% of the total proposed Contract Sum the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

_____	_____

Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED
PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID
FORM

BIDDER:

by _____

END OF SUBCONTRACTOR LISTING

008000

ARCHITECT'S SUPPLEMENTARY CONDITIONS

The following are additional items required for the project supplementary to the General Conditions.

1. The Contractor shall submit claims for delays due to adverse weather conditions affecting progress of the work on a monthly basis and submit the required documentation for such claim with the application for payment for that month in which the claim is being made. Any provisions for earlier notice of a potential or real delay shall be as required in the contract.
2. A Project Contingency has been identified in the engineer's documents.
3. An allowance in the amount of \$24,000 shall be included in the base bid for the costs of City of Quincy building permitting and review fees. When the exact fees are determined and if less than the allowance amount the owner shall be credited the excess balance. If the fees are greater than the allowance figure the Project Contingency shall be tapped for the balance.
4. An allowance in the amount of \$18,000 shall be included in the base bid for the costs due to the utility provider (City of Quincy) for all utility provider work to install new ELECTRICAL. ELECTRICAL. New electrical feed from existing City of Quincy overhead power at adjacent R.O.W. Direct feed to building weather head with required wiring and connections for electrical service to feed the new facility in power as indicated on electrical drawings.

THIS WORK IS FOR ELECTRICAL ONLY. When the exact fees are determined and if less than the allowance amount the owner shall be credited the excess balance and that value added to the Project Contingency. If the fees are greater than the allowance figure and approved by the Owner, Engineer and Architect the Project Contingency shall be tapped for the balance.

5. An allowance in the amount of \$12,500 shall be included in the base bid for the costs for the wall mural to be located on the north facing wall of the park pavilion (see drawings- size is identified.) The allowance shall be for the cost of all labor, materials, markups, overhead and profit required to provide the mural and associated components complete. The Architect and Engineer shall provide content for the mural and the provider (artist) shall be as approved by Architect and Engineer.
When the exact fees are determined and if less than the allowance amount the owner shall be credited the excess balance and that value added to the Project Contingency. If the fees are greater than the allowance figure and approved by Owner, Engineer and Architect the Project Contingency shall be tapped for the balance.

END OF ARCHITECT'S SUPPLEMENTARY CONDITIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 010015

CONTRACTOR'S USE OF THE PREMISES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.3 SUBMITTALS

- A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including date and times of entering and times of leaving, and submit a copy of the record to the Owner.

1.4 TRANSPORTATION FACILITIES

- A. Truck and equipment access:
 - 1. To avoid traffic conflict with vehicles of the Owner's employees, and to avoid traffic conflict on adjacent streets, limit the access of trucks and equipment to areas coordinated with the Owner for parking and equipment storage.
 - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- B. Contractor's vehicles:
 - 1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only those areas approved by the Owner for such use.

1.5 PROTECTION AND REPAIR OF PROPERTY

- A. Provide all means of protection for existing curbing, pavement, existing mature trees designated by the architect, and other elements not shown to be removed.

- B. Upon completion of the work of this project, inspect all areas utilized by the Contractor for storage, fabrication, and/or vehicular access and parking for damage. Repair to the Owner's approval all areas damaged by the work of this project.

1.6 COORDINATION OF THE WORK

- A. Work required under various other sections of these specifications, ie. Temporary Controls, shall be reviewed with the Owner for the effect on time of commencement, duration and time of day during which the work is to be accomplished.
- C. The required area for Contractors and subcontractors use for stored material, field fabrications and office trailer location shall be determined during the "Preconstruction Conference"

END OF SECTION

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly;
 - 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
 - 3. Remove and replace work not conforming to requirements of the Contract Documents; and
 - 4. Remove and replace defective work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Mechanical Drawing Provisions
 - 3. Electrical Drawing Provisions
 - 4. In addition to other requirements specified, upon the Architect's request uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.
 - 5. Do not cut or alter work performed under separate contracts without the Architect's written permission.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Request for Architect's consent:
 - 1. Prior to cutting which effects structural safety, submit written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect and Secure his written permission and the required Change Order prior to proceeding.

B. Notices to the Architect:

1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
2. Submit written notice to the Architect designating the time the Work will be uncovered, to provide for the Architect's observation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications and as approved by the Architect.

2.2 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to the written Change Order, after the Contractor submits claim for such reimbursement. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
 2. After uncovering the work, inspect conditions affecting installation of new work.
- B. Discrepancies:
1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
 2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

- A. Perform required cutting and patching as required under pertinent other Sections of these Specifications.
 - 1. Perform cutting and demolition by methods, which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 013400

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. The Architect will not review unrequired submittals.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
- B. Substitutions:
 - 1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when substantiated by the Contractor's submittal of required data within 15 calendar days after award of the Contract.

2. Do not substitute materials, equipment, or methods unless the Architect has specifically approved such substitution in writing for this Work.

C. "Or equal":

1. Where the phrase "or equal," or "or equal as approved by the Architect," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect.
2. The decision of the Architect shall be final.

1.3 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
 - B. Types of prints required:
 1. Submit Shop Drawings in the form of a minimum of four blackline prints of each sheet for typical submittals (three shall be returned) and six prints of each sheet for Mechanical, Electrical, Plumbing, and Structural engineering or Interior Design (finishes related) submittals (three shall be returned). If more copies are required by the Contractor he may submit additional copies with the submittal.
- Review comments of the Architect will be shown on the prints when they are returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.
- B. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Architect.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.

- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples in the quantity required to be returned, plus two to be retained by the Architect.
 - 2. By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit complete color and pattern charts as supplied by the manufacturer of the product specified to the Architect for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Architect for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to

provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

- B. In scheduling, allow at least ten working days for review by the Architect following his receipt of the submittal.

3.4 ARCHITECT'S REVIEW

- A. Review by the Architect does not relieve the Contractor from responsibility for errors that may exist in the submitted data.
- B. Revisions:
 - 1. Make revisions required by the Architect.
 - 2. If the Contractor considers any required revision to be a change, he shall so notify the Architect.
 - 3. Make only those revisions directed or approved by the Architect.

END OF SECTION

SECTION 014100

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Cooperate with the Owner's approved testing agency and all others responsible for testing and inspecting the Work.
2. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
2. Requirements for testing may be described in various Sections of these Specifications.
3. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work not included:

1. Selection of testing laboratory: The Owner will select a prequalified independent testing laboratory.
2. Payment for initial testing: The Owner will pay for all initial services of the testing laboratory as further described in Article 2.1 of this Section.

1.2 QUALITY ASSURANCE

- A.** The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.
- B.** Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

1.3 PRODUCT HANDLING

- A.** Comply with pertinent provisions of Section 01640.
- B.** Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

TESTING LABORATORY SERVICES

014100-1

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Initial services:
 - 1. The Owner will pay for initial testing services requested by the Owner. Testing specifically called for in the Contract Documents shall be paid for by the Contractor and (- see also Contractor's responsibility for code compliance testing below.)
 - 2. When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum.
- B. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

2.2 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

2.3 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.2 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. The testing laboratory will provide all sampling equipment and personnel. The testing laboratory will perform all deliveries of specimens and samples to the testing laboratory.

3.3 SCHEDULES FOR TESTING

- A. Establishing schedule:
 - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to

issue each of its findings.

2. Provide all required time within the construction schedule.
- B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
 - C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

END OF SECTION

SECTION 016400

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

PRODUCT HANDLING

016400-1

- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 017000
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Activities relative to Contract closeout are described in of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Make a written request for Substantial Completion Inspection including any items required by the Contract Documents that are to be completed.
 - 2. Within a reasonable time after receipt of the request, the Architect will inspect to determine status of completion.
 - 3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Architect when ready for reinspection.
 - c. The Architect will reinspect the Work.
 - 4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- B. Final Completion:
 - 1. Make a written request for Final Completion Inspection, certifying the following;

- a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
 - 2. The Architect will make an inspection to verify status of completion.
 - 3. Should the Architect determine that the Work is incomplete or defective:
 - a. The Architect promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.
 - 6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
- 1. Warranties and bonds;
 - 2. Spare parts and materials extra stock;
 - 3. Keys and incidental hardware;
 - 4. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
 - 5. Certificates of Insurance for products and completed operations;
 - 6. Evidence of payment and release of liens from each subcontractor and material supplier associated with the Work;
 - 7. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 - 8. As-built Drawings.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items that were provided as part of the Work.

END OF SECTION

**CONTRACT CLOSEOUT
017000-2**

SECTION 017100

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least twice each week and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
 - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material, which, in the opinion of the Architect, may be injurious to finish materials.

3.2 FINAL CLEANING

A. "Clean," for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.

C. Site:

1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.
2. Completely remove resultant debris.

D. Structures:

1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.

- 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
 - b. When cleaning surfaces of finished materials and assemblies, use only those cleaners recommended for that purpose by the manufacturer.
- E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

SECTION 017200

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.
 - 2. Upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Architect.
- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. The Architect's approval of the current status of Project Record Documents may be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting each request for progress payment, secure the Architect's approval of the current status of the Project Record Documents.
- D. **Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his approval.**

PROJECT RECORD DOCUMENTS

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1.4 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.
 - 1. Such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Architect at no charge to the Contractor one complete set of all Documents comprising the Contract.
- B. Final Record Documents: At a time nearing the completion of the Work, secure from the Architect at no charge to the Contractor one complete set of reproducible copies of all Drawings in the Contract.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.1-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Project Record Documents.
 - 3. Maintain the job set at the site of Work as the Architect designates that site.
- C. Making entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.

- D. Make entries in the pertinent other Documents as approved by the Architect.
- E. Conversion of schematic layouts:
 - 1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to portray precise physical layout.
 - a. The Contractor, subject to the Architect's approval determines final physical arrangement.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items, which are shown only schematically on the Drawings.
 - 2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.1-E-1 above.
 - a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
 - b. Show, by symbol or note, the vertical location of the item ("under slab," "in ceiling plenum," "exposed," and the like).
 - c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.
 - 3. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Approval of recorded data prior to transfer:
 - 1. Following receipt of the transparencies described in Paragraph 2.1-B above, and prior to start of transfer of recorded data thereto, secure the Architect's approval of all recorded data.
 - 2. Make required revisions.
- C. Transfer of data to Drawings:
 - 1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding transparencies, coordinating the changes as required.

2. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items described in subparagraph 3.1-E-1 above.
3. Call attention to each entry by drawing a "cloud" around the area or areas affected.
4. Make changes neatly, consistently, and with the proper media to assure longevity and clear reproduction.

D. Transfer of data to other Documents:

1. If the Documents other than Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the Architect, the job set of those Documents other than Drawings will be accepted as final Record Documents.
2. If any such Document is not so approved by the Architect, secure a new copy of that Document from the Architect at the Architect's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the approval of the Architect.

E. Review and submittal:

1. Submit the completed set of Project Record Documents to the Architect as described in Paragraph 1.3-D above.
2. Participate in review meetings as required.
3. Make required changes and promptly deliver the final Project Record Documents to the Architect.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION

SECTION 017300

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Unless otherwise directed in other Sections or in writing by the Architect, submit three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: White bond, at least 20 lb weight
 - 3. Text: Neatly written or printed
 - 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.

OPERATION AND MAINTENANCE DATA

017300-1

5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to the Architect's approval.
 7. Measurements: Provide all measurements in U. S. standard units such as feet-and inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units " (SI).
- C. Provide front and back covers for each Manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

(_____)
 (name and address of Work)
 (_____)
 (name of Contractor)
 (_____)
 (general subject of this Manual)
 (_____)
 (space for approval signature of)
the Architect and approval date

- D. Contents: Include at least the following:
1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
 3. Complete nomenclature of all parts of all equipment.
 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
 5. Copy of all guarantees and warranties issued.
 6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Final: Complete the Manuals in strict accordance with the format shown in these specifications.

B. Revisions:

1. Following the indoctrination and instruction of operation and maintenance personnel, review any proposed revisions of the Manual with the Architect.
2. If the Contractor is required by the Architect to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION

SECTION 017400

WARRANTIES

PART 1 - GENERAL

1.1 STANDARD & SPECIAL PRODUCT WARRANTIES

- A. Work Included: Standard product warranties, preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner. Special warranties, written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner. Note: All Standard Product Warranties and Special warranties are to be provided.

1.2 DISCLAIMERS AND LIMITATIONS

- A. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

1.3 RELATED DAMAGES AND LOSSES

- A. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

1.4 REINSTATEMENT OF WARRANTY

- A. When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

1.5 REPLACEMENT COST

- A. On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

1.6 OWNER'S RECOURSE

- A. Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

B. Rejection of Warranties:

1. The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

1.7 SUBMIT WRITTEN WARRANTIES

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
- B. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
- D. Refer to individual Sections of Divisions -2 through -16 for specific content, and particular requirements for submittal of special warranties.
- E. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- F. Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- G. Identify each binder on the front of the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Contractor.
- H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

END OF SECTION

**DIVISION 2
SITE WORK**

SECTION 022810

TERMITE CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide soil poisoning to control subterranean termites as specified herein and needed for a complete and proper treatment.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Qualifications of subcontractor:
 - 1. Properly licensed to provide such services by governmental agencies having jurisdiction.
 - 2. Not less than five years successful experience in soil treatment for subterranean termites.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 WARRANTY

- A. Upon completion of the Work, and as a condition of its acceptance, deliver to the Architect two copies of a Warranty signed by an authorized representative of the installing subcontractor, and co-signed by the Contractor for a one year warranty, agreeing:

1. To make inspections if requested by the owner in the first year and an inspection of the Work at one year following Date of Substantial Completion for the purpose of detecting termite infestation;
2. If termite infestation is found during that period, to retreat in accordance with prevailing practices of the trade and within ten calendar days after such infestation is discovered;
3. To repair damage to the Work caused by subterranean termites during the warranty period;
4. To make such inspections, retreatment, and repairs at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chemicals or chemical combinations approved for use by Federal and State governmental agencies.
- B. If combinations of toxicants are approved by governmental agencies having jurisdiction, provide toxicants having such approval and in the maximum strength so approved, at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 APPLICATION

- A. Begin soil poisoning only after all preparation for slab placement is complete.
- B. Slabs on grade:
 1. Apply toxicant as an overall treatment at the minimum rate recommended by the manufacturer under slabs on grade within building lines.
- C. Utility entrances:
 1. Apply toxicant at the rate recommended by the manufacturer at critical locations such as where utilities pass through exterior walls and through floor slabs.
 2. Extend treatment not less than 48" from wall into trench.
- D. Walls:
 1. Apply toxicant at the rate recommended by the manufacturer along both sides of all foundations walls, cross walls, and grade beams, after all nearby excavation has been completed.
 2. Apply toxicant at the rate recommended by the manufacturer to voids in masonry

walls.

- E. Miscellaneous: Apply toxicant at the rate recommended by the manufacturer at the following areas:
 - 1. Immediately below expansion joints, control joints, and all areas where slab will be penetrated by construction features.
 - 2. Where exterior facings or veneers extend below grade level along the exterior side of all foundation walls.
- F. If soil is disturbed after treatment, retreat disturbed areas.

END OF SECTION

SECTION 023000

SUBSURFACE CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General: A soils investigation for the site of this project has been performed and the findings have been prepared by Magnum Engineering, Inc. 429 Florida Avenue Lynn Haven, Florida 32444 (850-258-0994).
- B. Availability: A copy of the findings shall be made available when requested.
- C. Use of Data:
 - 1. Bidders shall acquaint themselves with the soils investigations, particularly pertaining to the types of soil conditions found at this site.
 - 2. The report is included herein for information, and is available for bidder's information, but is not a warranty of subsurface conditions.
- D. Excavation Note: If conditions are found that appear or are other than that identified in the report, contact the Engineer/Architect immediately, so the Owner's geotechnical consultant can be on site to observe conditions and determine if more excavation may be required.

END OF SECTION

SECTION 024100

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Carefully disassemble and/or demolish and remove from the site, to an approved storage area or disposal area, those items shown to be removed.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 DEMOLITION

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition and disassembly to be performed.
- B. Visit the site and verify the extent and location of selective demolition and disassembly required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required enabling workmen also to identify items to be removed and items to be left in place intact.

- C. Prepare and follow an organized plan for demolition and removal of items.
 - 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
 - 2. Completely remove items scheduled to be demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 - 3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Unless noted otherwise in the Drawings, or in any way claimed by the Owner's representative prior to or during construction, demolished material or items to be removed shall be considered property of the Contractor and shall be completely removed from the job site.
- E. Use means necessary to prevent dust becoming a nuisance to the public and to the occupants of the building. Where dust will become airborne due to operations, isolate the space from other spaces by means of sheeting and by closing off ductwork.
- F. Coordinate time of demolition work with the work schedules of the Owner to avoid interference to the greatest extent possible. Provide an anticipated time of work completion to the Owner to allow for scheduling of the work of the occupants around the work of the Contractor.

3.3 REPLACEMENTS

- A. In the event of demolition of items not scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

END OF SECTION

**DIVISION 3
CONCRETE**

Refer also to the Drawings

DIVISION 4
MASONRY

SECTION 042200

CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide concrete unit masonry where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Section 033000: Cast-in-place Concrete.
 - 3. Section 042100: Brick Masonry.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper Performance of the work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.
- B. Store masonry units above ground on level platforms that allow air circulation under the stacked units.
- C. Cover and protect against wetting prior to use.

PART 2 - PRODUCTS

2.1 CONCRETE MASONRY UNITS

- A. Provide hollow load-bearing concrete masonry units complying with ASTM C90, grade N, type I, in "natural gray" color.

B. Dimensions:

1. Provide units of the dimensions shown on the Drawings.

C. Shapes:

1. Provide nominal dimension 4" and 8" standard face concrete block as shown on the drawings.

D. Provide accessory shapes as indicated or otherwise required.

2.2 REINFORCEMENT AND ACCESSORIES

A. Comply with the following as minimums.

1. Bars: ASTM A615, grade 40, unless otherwise shown on the Drawings, using deformed bars for number 3 and larger.
2. Bending: ACI 318.
3. Wire reinforcement: ASTM A82.

B. Fabricate reinforcement in accordance with recommendations contained in CRSI "Manual of Standard Practices."

2.3 MORTAR

A. Ingredients:

1. Masonry cement: Comply with ASTM C 91.
2. Portland cement: Comply with ASTM C150, type I.
3. Lime:
 - a. Provide hydrated lime complying with ASTM C207, or quicklime complying with ASTM C5.
4. Aggregate: Provide clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, and organic matter, and complying with ASTM C144.
5. Admixtures: Do not use admixtures unless specifically approved in advance by the Architect.
6. Water: Provide water free from deleterious amounts of acids, alkalis, and organic materials.

B. Mixing:

1. Provide mortar type "M" or "S", complying with ASTM C270.
2. Proportions:
 - a. For type "M" mortar, provide one part portland cement to 1/4 part hydrated lime and 3-3/4 parts sand by volume.
 - b. For type "S" mortar, provide one part portland cement to 1/2 part

hydrated lime and 4-1/2 parts sand by volume.

3. Mechanically mix in a batch mixer for not less than three minutes, using only sufficient water to produce a mortar that is spreadable and of a workable consistency.
4. Retemper mortar with water as required to maintain high plasticity.
 - a. On mortarboards, retemper only by adding water within a basin formed with mortar, and by working the mortar into the water.
 - b. Discard and do not use mortar that is unused after 1-1/2 hours following initial mixing.

2.4 GROUT

A. Ingredients:

1. Portland cement: Comply with ASTM C150, type I.
2. Aggregate: Provide clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, and organic matter.
3. Admixtures: Do not use admixtures unless specifically approved in advance by the Architect.
4. Water: Provide water free from injurious amounts of acids, alkalis, and organic materials.

B. Mixing:

1. Provide "fine grout" or "coarse grout" as required for the work in accordance with ASTM C476.
2. Provide a minimum grout compressive strength of 2000 psi.
3. Provide laboratory design mix prepared as required for design mixes of concrete under Section 03300 of these Specifications.
4. Proportions:
 - a. For "fine grout," provide one part portland cement to 2-1/4 parts minimum to 3 parts maximum of damp loose sand, with sufficient water to achieve fluid consistency.
 - b. For "coarse grout," provide one part portland cement to 3 parts maximum of damp loose sand to two parts coarse aggregate, with sufficient water to achieve fluid consistency.
5. "Fluid consistency" is interpreted as meaning as fluid as possible for pouring intimately in place without segregation.

- C. Use "fine grout" where called for on the Drawings, where the grout space is less than 3" in its least dimension, and where otherwise directed by the Architect or required by governmental agencies having jurisdiction.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed.

Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 ENVIRONMENTAL CONDITIONS

- A. Do not place masonry units when air temperature is below 40 degrees F.
- B. Protect masonry construction from direct exposure to wind and sun when erected in ambient air temperature of 99 degrees F in the shade, with relative humidity less than 50%.

3.3 INSTALLATION

- A. General
 - 1. Do not commence installation of the work of this Section until horizontal and vertical alignment of foundation is within 1" of plumb and the lines shown on the Drawings.
 - 2. Lay only dry masonry units.
 - 3. Use masonry saws to cut and fit masonry units.
 - 4. Set units plumb, true to line, and with level courses accurately spaced.
 - 5. Clean the top surface of foundation free from dirt, debris, and laitance, and expose the aggregate prior to start of installing first course.
 - 6. Accurately fit the units to plumbing, ducts, openings, and other interfaces, neatly patching all holes.
 - 7. Keep the walls continually clean, preventing grout and mortar stains. If grout does run over, clean immediately.
- B. Unless otherwise shown on the Drawings, provide running bond with vertical joints located at center of masonry units in the alternate course below.
 - 1. When laying block, favor the face to the interior of the building when plumbing the wall.
- C. Do not use chipped or broken units. If such units are discovered in the finished wall, the Architect will require their immediate removal and replacement with new units at no additional cost to the Owner.
- D. Laying up:
 - 1. Place units in mortar with full shoved bed and head joints.
 - 2. Align vertical cells of hollow units to maintain a clear and unobstructed system of flues.
 - 3. Hold racking to an absolute minimum.
- E. Reinforcement:
 - 1. Provide reinforcement as shown on the Drawings, fully embedded in grout and not in mortar or mortar joints.
 - 2. Provide required metal accessories to ensure adequate alignment of reinforcing steel during grout filling operations.

F. Tooling:

1. Tool joints to a dense, smooth surface.
2. Unless otherwise shown on the Drawings, provide joints on the interior face of "concave" pattern throughout.

3.4 GROUTING

A. Perform grouting in strict accordance with the provisions of the governing building code.

1. Solidly fill vertical cells containing reinforcement.
2. Consolidate grout at time of pour by puddling with a mechanical vibrator, filling all cells of the masonry, and then reconsolidating later by puddling before the plasticity is lost.
3. Make grout pours in maximum 4' lifts, consolidating each lift as pouring progresses.

3.5 CLEANING

A. Inspection and adjustment:

1. Upon completion of the work of this Section, make a thorough inspection of installed masonry and verify that units have been installed in accordance with the provisions of this Section.
2. Make necessary adjustments.

B. Clean surfaces of masonry as required for proper application of the specified finishes.

END OF SECTION

BRICK MASONRY

SECTION 042613

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide brick masonry where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Mock-ups:
 - 1. At an area on the site where approved by the Architect, provide mock-up masonry panels.
 - a. Make each mock-up panel approximately 4'-0" high and 7'-3" wide.
 - b. Mock-up panel shall indicate bond pattern, mortar color, joint type and relief details to be used in the Work.
 - c. The mock-up panels may be part of the Work and may be incorporated into the finished Work when so approved in advance by the Architect.
 - d. Revise as necessary to secure the Architect's approval.
 - 2. If the mock-up panels are not permitted to be part of the finished Work, completely demolish and remove them from the job site upon completion and acceptance of the other work of this Section.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 BRICK

- A. Face brick:
 - 1. Provide modular size units, smooth texture, complying with ASTM C 652-05, grade SW.
 - 2. Colors: Colors as selected by Architect. Two brick colors shall be used on the project.
 - 3. Cost Allowance. Include in bid a value of \$850. per thousand brick.

2.2 MORTAR AND GROUT MIXES

- A. Masonry Cement: Provide product similar and equal to "Magnolia" brand, Type N masonry cement as manufactured by Blue Circle Cement, Marietta, Georgia.
 - 1. Proportion Masonry Cement and Sand mix to provide a minimum compressive strength at 28 days of 750 psi when tested in accordance with ASTM C270.
- B. Aggregate:
 - 1. Sand for mortar: Comply with ASTM C144.
 - 2. Aggregate for grout: Comply with ASTM C404.
- C. Coloring pigment: Colored mortar as selected by Architect from manufacturer's standard.
- D. Water: Provide potable water free from injurious amounts of acids, alkalis, oil and organic matter.
- E. Admixtures: Do not use admixtures which accelerate the set or lower the freezing point of water or change the color of the mortar unless specific, written approval is given by the Architect.
- F. Grout:
 - 1. For wall spaces 2" or less, provide a mixture of:
 - a. One part portland cement; to
 - b. Three parts sand; to
 - c. Sufficient water to produce a consistency for pouring without separation of materials.
 - 2. Mixing:
 - a. Mix in a mechanically operated batch mixer for not less than three minutes after all ingredients for the batch are in the drum.
 - b. Completely empty the drum before placing materials for the succeeding batch therein.
 - 4. Grout strength:
 - a. Provide grout having not less than 2000 psi compressive strength when tested at 28 days.

2.3 OTHER MATERIALS

- A. Metal Accessories:
 - 1. Veneer Ties: Provide galvanized, adjustable veneer tie assembly at brick veneer cavity walls as specified on the drawings. Tie size as required for the cavity depth.

2. Joint Anchors: Provide galvanized joint anchors at brick veneer control and expansion joints similar and equal to type D/A 2200 as manufactured by Dur-O-Wal, Inc.
- B. Expansion joint material: Provide closed-cell neoprene joint filler similar and equal to type D/A 2015 as manufactured by Dur-O-Wal, Inc., in thickness to match joint width and depth $\frac{1}{2}$ " less than brick depth.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Foundations:
 1. Do not commence installation until foundations are clean, rough and level.
 2. Sandblast the foundation tops, if necessary, and remove all laitance and foreign materials.
 3. Verify that the foundation elevation is such that the bed joint thickness will be between $\frac{1}{4}$ " and $\frac{3}{4}$ ", and that the foundation edge is true to line with masonry not projecting over more than $\frac{1}{4}$ ".
 4. Clean projecting dowels free from loose scale, dirt, concrete, and other material that will inhibit bond.
 5. Verify that dowels are in proper locations.

3.2 INSTALLATION

- A. Wetting of bricks:
 1. When being laid, provide brick suction sufficient to hold the mortar and to absorb water from the mortar and grout.
 2. Provide brick sufficiently damp so that mortar will remain plastic enough to permit the brick to be leveled and plumbed immediately after being laid without destroying the bond.
- B. Laying:
 1. Unless otherwise indicated on the Drawings, make the brickwork plumb, level and true to line with square angles and corners.
 2. Use line blocks whenever possible. When it is absolutely necessary to use a line pin, fill the hole immediately after the pin is withdrawn.
 3. Use only brick that are clean and free from dust and other foreign matter.
 4. Lay in running bond unless otherwise shown on the Drawings.
 5. Do not use bonding headers on grouted masonry unless specifically so directed by the Architect or where shown on the Drawings.
 6. Bed joints:
 - a. Bevel all bed joints, sloping toward the center of the wall in such a manner that the bed joints will be filled when the brick is finally brought to line.
 - b. Do not furrow the bed joints.
 - c. Avoid fins of bed joints protruding into cavity space, do not cut off and drop into the cavity space.

7. Head joints: Regardless of thickness, completely fill with mortar or grout.
8. Where bricks are moved or shifted, remove and lay again in fresh mortar.
9. Except at the finishing course, bring the last grout pour flush with the top of the brick.
10. Grouting:
 - a. Whenever possible, grout from the inside face of the masonry.
 - b. Take extreme care to prevent grout or mortar staining the face of masonry to be left exposed.
 - c. Protect sills, ledges, offsets, door jambs, corners and similar points from damage and from collecting mortar or grout.
11. Immediately remove mortar and grout from areas where they are not scheduled to be placed.

3.4 JOINERY

- A. General:
 1. Cut out and repoint defective joints.
 2. Make all joints smooth, solid and watertight.
- B. Joint pattern:
 1. Provide concave joint.

3.5 CURING AND PROTECTION

- A. Provide protective measures to avoid rapid drying of mortar. Protection shall include shading of masonry in high sunlight or temperature conditions and misting or covering the masonry with plastic sheeting in dry or windy conditions.

3.6 POINTING AND CLEANING

- A. At the completion of this portion of the Work, visually inspect the work of this Section and point, or cut out and repoint if necessary, all holes and defective joints.
- B. Thoroughly clean all brick surfaces to be left exposed in the finished Work, removing all traces of mortar, grout, and foreign matter.

END OF SECTION

**DIVISION 5
METALS
REFER TO DRAWINGS**

SECTION 055000

METAL FABRICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide structural steel fabrication for building superstructure posts & beams, window steel lintels and miscellaneous accessories where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

- A. In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.
- B. Comply with following standards, as pertinent.
 - 1. Steel plates, shapes, and bars: ASTM A36;
 - 2. Cold Formed Structural shapes: ASTM 570;

2.2 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

2.3 SHOP PAINT

- A. Primer: Use "10-99 Tnemec Primer" or "Rustoleum Number 5769 Primer."
- B. For repair of galvanizing, use a high zinc-dust content paint complying with MIL-P-21035.

2.4 FABRICATION

- A. Except as otherwise shown on the Drawings or the approved Shop Drawings, use materials of size, thickness, and type required to produce reasonable strength and durability in the work of this Section.
- B. Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints, and using concealed fasteners wherever possible.
- C. Prior to shop painting or priming, properly clean metal surfaces as required for the applied finish and for the proposed use of the item.
- D. On surfaces inaccessible after assembly or erection, apply two coats of the specified primer. Change color of second coat to distinguish it from the first.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 COORDINATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 INSTALLATION

A. General:

1. Set work accurately into position, plumb, level, true, and free from rack.
2. Anchor firmly into position.
3. Where field welding is required, comply with AWS recommended procedures of manual-shielded metalarc welding for appearance and quality of weld and for methods to be used in correcting welding work.
4. Grind exposed welds smooth, and touchup shop prime coats.
5. Do not cut, weld, or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or screwed field connections.

B. Immediately after erection, clean the field welds, bolted connections, and abraded areas of shop priming. Paint the exposed areas with same material used for shop priming.

END OF SECTION

DIVISION 6
WOOD & PLASTIC

**SECTION 061000
ROUGH CARPENTRY**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: wood framing, blocking in wall openings; wood furring and grounds; electrical panel back boards, concealed wood blocking.

1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by ALSC.
 - 2. Plywood Grading Agency: Certified by APA/EWA - APA/The Engineered Wood Association.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: AF and PA, RIS, SPIB, WCLIB and WWPA.
- B. Beam, joist, rafter, light framing, studding framing: Southern Yellow Pine species, No. 2 grade, 19 percent maximum moisture content.
- C. Sill Plate: shall be products with pressure treated wood preservative treatment.
- D. All wood installed against concrete: shall be products with pressure treated wood preservative treatment.

2.2 SHEATHING MATERIALS

- A. Plywood Wall & Roof Sheathing: APA/EWA Rated Sheathing Structural I, plywood; Exposure Durability 1.
- B. Telephone and Electrical Panel Boards: Plywood.

2.3 ACCESSORIES

- A. Fasteners: Hot dip galvanized steel for exterior, high humidity, and treated wood locations, plain finish elsewhere.
- B. Structural Framing Connectors and Joist Hangers: Galvanized steel, sized to suit framing conditions.
- C. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.
- D. Sill Gasket on Top of Foundation Wall: Plate width, closed cell foam or glass fiber strip.

2 . 4 WOOD TREATMENT

- A . Wood Preservative (Pressure Treatment): ACQ using water borne preservative.
- B . Shop preservative and fire retardant treat wood materials when indicated on Drawings.

PART 3 EXECUTION

3 . 1 FRAMING

- A . Erect wood framing members in accordance with applicable code. Place members level and plumb. Place horizontal members crown side up.
- B . Bridge framing in excess of 8 feet span at mid-span members. Fit solid blocking at ends of members.
- C . Curb all roof openings except where curbs are provided. Construct curb members of single pieces per side.

3 . 2 SHEATHING

- A . Secure wall sheathing with ends staggered, over firm bearing.
- B . Place vapor barrier over wall sheathing, weather lap joints and end laps, secure in place in compliance with codes.
- C . Use sheathing clips between sheets between roof framing members. Provide solid edge blocking between sheets.
- D . Install telephone and electrical panel back boards with plywood sheathing material where required.

END OF SECTION

FINISH CARPENTRY

SECTION 062000

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Install wood, nails, screws, and other items as needed and perform finish carpentry for the construction shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 GRADE STAMPS

- A. Identify lumber by the grade stamp of the Architectural Woodwork Institute or such other grade stamp as is approved in advance by the Architect.

2.2 MATERIALS

- A. Provide materials in the quantities needed for the Work as shown on the Drawings, and meeting or exceeding the following standards of quality;
 - 1. Interior Mouldings: Poplar, stain grade or paint grade as required based on finish called for elsewhere in the documents.

2.3 OTHER MATERIALS

- A. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 WORKMANSHIP

- A. Produce joints which are true, tight, and well nailed with all members assembled in accordance with the Drawings.
- B. Jointing:
 - 1. Make joints to conceal shrinkage; miter exterior joints; cope interior joints; miter or scarf end-to-end joints.
 - 2. Install trim in pieces as long as possible, jointing only where solid support is obtained.
- C. Fastening:
 - 1. Install items straight, true, level, plumb and firmly anchored in place.
 - 2. Where blocking or backing is required, coordinate as necessary with other trades to ensure placement of required backing and blocking in a timely manner.
 - 3. Nail trim with finish nails of proper dimension to hold the member firmly in place without splitting the wood.
 - 4. On exposed work, set nails for putty.
 - 5. Screw, do not drive, wood screws. Wood screws may be started by driving and then screwed home.

3.3 INSTALLATION OF OTHER ITEMS

- A. Install items in strict accordance with the Drawings and the recommended methods of the manufacturer as approved by the Architect, anchoring firmly into position at the prescribed locations, straight, plumb and level.

3.4 FINISHING

- A. Sandpaper finished wood surfaces thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain.
- B. Apply sanding sealer to softwood surfaces and lightly sand, prior to staining.
- C. No coarse grained sandpaper mark, hammer mark, or other imperfection will be accepted.

3.5 CLEANING UP

- A. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the Work, free from accumulation of sawdust, cut-ends, and debris.
- C. Sweeping:
 - 1. At the end of each working day, and more often if necessary, thoroughly sweep surfaces where refuse from this portion of the work has settled.
 - 2. Remove the refuse to the area of the job site set aside for its storage.
 - 3. Upon completion of this portion of the Work, thoroughly broom clean all surfaces.

END OF SECTION

DIVISION 7
THERMAL & MOISTURE PROTECTION

**SECTION 073110
ASPHALT SHINGLES**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes granular surfaced asphalt shingle roofing, underlayment, eave, valley, and ridge protection, and metal flashings.

1.2 SUBMITTALS

- A. Product Data: Submit data indicating material characteristics, and limitations.
- B. Samples: Submit full sample board of specified roof shingles illustrating shape, color range, and finish texture/pattern, and minimum of 6 shingles of the specified color.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Steep Roofing Manual.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Do not install shingles when air, or wind chill temperatures are below 45 degrees F.

1.5 WARRANTY

- A. Provide 50 year limited lifetime warranty from manufacturer for asphalt shingles.
- B. Provide fifteen year non prorated labor and materials warranty executed by the roofing manufacturer and contractor against leakage due to workmanship.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

- A. Manufacturers:
 - 1. Atlas Roofing Corporation or approved equal.
- B. Product Description: "Pinnacle Designer Shingle as manufactured by Atlas Roofing Corp. or approved equal; (color – as selected by Architect). Asphalt shingles Self Sealing UL Rating of A and Wind Resistance Label, algae-resistant treatment, organic felt or glass fiber mat base, mineral granule surface.

2.2 ACCESSORIES

- A. Nails: Standard round wire square head shingle type hot dipped zinc coated steel type meeting ASTM F 1667, of sufficient length to penetrate through roof sheathing.

- B. Plastic Cement: ASTM D2822, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F (24 degrees C) and 50 percent RH or as recommended by the manufacturer.
- C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents or as recommended by manufacturer.
- D. Flashing Materials:
 - 1. Typical Sheet Flashings: ASTM A653/A653M, G90; 24 gage [(0.60) (0.50) mm] thick steel with galvanized coating.
 - 2. Roof penetrations: Provide all boots and flashings at all pipe and duct penetrations.
 - 3. All exposed flashings, expose to view shall be 24 gage pre-finished metal.
- E. Bituminous Paint: Acid and alkali resistant type; black color.
- F. Underlayment: Sharkskin Comp or approved equal as allowed by code.

2.3 FABRICATION

- A. Form flashings to protect roofing materials from physical damage and shed water.
- B. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of new flashings minimum 1/4 inch (6 mm) on underside.
- D. Apply bituminous paint on concealed surfaces of flashings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- B. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.2 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection.
- B. Broom clean deck surfaces under underlayment.

3.3 INSTALLATION

- A. Protective Underlayment Installation:

- 1 . Place one ply of underlayment over area not protected by eave protection, with ends and edges weather lapped minimum per manufacturer. Stagger end laps of each consecutive layer. Nail in place.
 - 2 . Weather lap and seal watertight with plastic cement items projecting through or mounted on roof.
- B . Valley Protection Installation:
- 1 . Place one additional ply of roll roofing, minimum 36 inches wide, centered over valleys. Weather lap joints minimum 18 inches (50 mm).
- C . Metal Flashing and Accessories Installation:
- 1 . Weather lap joints minimum 2 inches (50 mm) and seal weather tight with plastic cement.
 - 2 . Secure in place with nails. Conceal fastenings.
 - 3 . Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.
- D . Asphalt Shingles Installation:
- 1 . Place shingles in straight coursing pattern with manufacturer's required weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
 - 2 . Project first course of shingles 3/4 inch (19 mm) beyond fascia boards.
 - 3 . Extend shingles 1/2 inch (13 mm) beyond face of gable edge fascia boards.
 - 4 . Extend shingles on both slopes across valley in a weave pattern and fasten. Extend shingles a minimum of 12 inches (300 mm) beyond valley center line to achieve woven valley, concealing the valley protection.
 - 5 . Cap ridges with ridge vents and individual shingles, maintaining manufacturer's required weather exposure. Place to avoid exposed nails.
 - 6 . After installation, place one daub of plastic cement, one inch (25 mm) diameter under each individual shingle tab exposed to weather, to prevent lifting.
 - 7 . Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of Counterflashings.
 - 8 . Complete installation to provide weather tight service.

END OF SECTION

SECTION 076200

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through the exterior shell of the building.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Section 042613: Brick Masonry
 - 3. Section 074000: Metal Roofing
 - 5. Section 084000: Aluminum Entrances and Storefronts

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in current edition of "Architectural Sheet Metal Manual" published by the Sheet Metal and Air-conditioning Contractors National Association (SMACNA).
- C. Standard commercial items may be used for flashing, trim, reglets, and similar purposes provided such items meet or exceed the quality standards specified.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 FLASHING

- A. All exposed metal shall be pre-finished Galvanized Steel Sheet: ASTM A924/A924M, Grade A, of ASTM A653/A653M, G90 zinc coating; 24 gage core steel, shop pre-coated; color as selected by the Architect from the manufacturer's standard line of colors.

2.2 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal with soft neoprene washers.

- B. Underlayment: No. 30 asphalt saturated roofing felt.
- C. Reglets in masonry: Recessed in sawcut, galvanized.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 WORKMANSHIP

- A. General:
 - 1. Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit.
 - 2. Unless otherwise recommended by the manufacturer, turn exposed edges back 1/2".
- B. Form and install sheet metal so as to adequately provide for expansion and contraction in the finished Work.
- C. Weatherproofing:
 - 1. Finish watertight and weathertight where so required.
 - 2. Where lap seams are not soldered, lap according to pitch, but in no case less than 3".
 - 3. Make flat and lap seams in the direction of flow.
- D. Joints:
 - 1. Join parts with flat or lock seams.

3.5 TESTS

- A. Upon request of the Architect, demonstrate by hose or standing water that the flashing and sheet metal are completely watertight.

END OF SECTION

SECTION 079200

SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the Work, seal and caulk joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of moisture and passage of air.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Section 03300: Cast-in-place Concrete.
 - 3. Section 08100: Metal Doors and Frames.
 - 4. Section 08400: Aluminum Entrances and Storefronts.
 - 5. Section 07600: Flashing and Sheet Metal

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.
- B. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. General: Except as specifically otherwise approved by the Architect, use only the types of sealants described in this Article.
- B. Construction and Expansion Joints:
 - 1. Material: One-part polyurethane sealant, complying with ASTM C-920 and Fed. Spec. TT-S-230C (Type 1).
 - 2. Approved Manufacturers: Dow Corning "790" Silicone Building Sealant, equal products of other manufacturers when approved in advance by the Architect.
- C. Exterior joints at window and door frames:
 - 1. Material: One-part silicone sealant, complying with ASTM C-920 and Fed. Spec. TT-S-1543-B.
 - 2. Approved Manufacturers: Dow Corning "791" Silicone Building Sealant, equal products of other manufacturers when approved in advance by the Architect.

D. Miscellaneous:

1. For other services, provide products especially formulated for the proposed use and approved in advance by the Architect.
2. Sealants and caulking utilized in the assembly of pre-engineered metal building components shall be in accordance with the building manufacturer's recommendations subject to the approval of the Architect.

E. Colors:

1. Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturers.

2.2 PRIMERS

- A. Use only those primers which are non-staining, have been tested for durability on the surfaces to be sealed, and are specifically recommended for this installation by the manufacturer of the sealant used.

2.3 BACKUP MATERIALS

- A. Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, which are non-absorbent, and which are non-staining.
- B. Acceptable types include:
1. Closed-cell resilient urethane or polyvinyl-chloride foam;
 2. Closed-cell polyethylene foam;
 3. Closed-cell sponge of vinyl or rubber;
 4. Polychloroprene tubes or beads;
 5. Polyisobutylene extrusions;

2.5 MASKING TAPE

- A. For masking around joints, provide masking tape complying with Fed Spec UU-T-106c.

2.6 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Steel surfaces:
1. Steel surfaces in contact with sealant:
 - a. Clean as required to achieve acceptable surface for bond.

- b. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
 - 2. Remove protective coatings on steel by using a solvent which leaves no residue.
- B. Concrete surfaces:
 - 1. Remove all laitance, oils, dirt, etc. from concrete surfaces to be sealed.
 - 2. Prime surfaces as recommended by the manufacturer of the sealant to be installed.
- C. Aluminum surfaces:
 - 1. Aluminum surfaces in contact with sealant:
 - a. Remove temporary protective coatings, dirt, oil, and grease.
 - b. When masking tape is used for protective cover, remove the tape just prior to applying the sealant.
 - 2. Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining.

3.3 INSTALLATION OF BACKUP MATERIAL

- A. Use only the backup material recommended by the manufacturer of the sealant used, and approved by the Architect for the particular installation, compressing the backup material 25% to 50% to achieve a positive and secure fit.
- B. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock.

3.4 PRIMING

- A. Use only the primer recommended by the manufacturer of the sealant, and approved by the Architect for the particular installation, applying in strict accordance with the manufacturer's recommendations as approved by the Architect.

3.5 INSTALLATION OF SEALANTS

- A. Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment:
 - 1. Apply sealant under pressure with power-actuated or hand gun, or by other appropriate means.
 - 2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- C. Thoroughly and completely mask joints where the appearance of sealant on adjacent surfaces would be objectionable.
- D. Tool joints to a slightly concave profile, or as otherwise required if such profiles are recommended for the particular application.

E. Cleaning up:

1. Remove masking tape immediately after joints have been tooled.
2. Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.

END OF SECTION

DIVISION 8
DOORS & WINDOWS

SECTION 081113

METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide metal doors and frames, which are not specifically described in other Sections of these Specifications, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 3. Section 087100: Finish Hardware

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Unless specifically otherwise approved by the Architect, provide all products of this Section from a single manufacturer.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings showing details of each frame type, elevations of door designs, details of openings, and details of construction, installation, and anchorage.
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 METAL FRAMES

- A. Type and design:

1. Typical Frames. Provide frames of the types and dimensions shown on the Drawings, labeled or non-labeled as indicated on the Door Schedule in the Drawings, in 16 gage minimum construction, properly reinforced for the finish hardware. Provide frames with welded corners unless noted otherwise elsewhere or unless unachievable in existing opening.
- B. Finish:
1. Preclean and shop prime each frame for finish painting which will be performed at the job site under Section 099000 of these Specifications.
- C. Acceptable manufacturers:
1. The Amweld Building Products Inc. or equal products of Curries Manufacturing, Ceco, Inc. or Steelcraft when approved in advance by the Architect.

2.2 METAL DOORS

- A. Type and design:
1. Where noted as HM on the Drawings provide 1-3/4" thick, preformed polystyrene foam insulated steel door in size as shown on the Drawings. Face panels of doors shall be 16 gauge (min.) galvanized steel with factory primed finish. All edge seams shall be filled and ground smooth. Top and bottom of doors shall be closed flush with 16 gage steel channels. Provide 6 gage reinforcing plates at lock and hinge locations for hardware. Door shall be mortised for hinges. Provide tempered glass panels where called for on the drawings.
- B. Acceptable products:
1. Provide door assemblies similar to "25LE Series" as manufactured by The Amweld Building Products Inc.
 2. Equal products of Ceco, Inc. or Steelcraft are acceptable.

2.3 FINISH HARDWARE

- A. Secure templates from the finish hardware supplier, and accurately install, or make provision for, all finish hardware at the factory. Pre-drill frames for any silencers specified.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Placing frames:
1. Set frames accurately into position, plumbed, aligned, and braced securely until permanent anchors are set.
 2. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.

3. At in-place construction, set frames and secure to adjacent construction with machine screws and suitable anchorage devices. Provide "Z" fillers at each screw location.

3.3 ADJUST AND CLEAN

- A. Final adjustments:
 1. Check and readjust operating finish hardware items in hollow metal work just prior to final inspection.
 2. Leave work in complete and proper operating condition.
 3. Remove defective work and replace with work complying with the specified requirements.
- B. Immediately after erection, sand smooth all rusted and damaged areas of prime coat, and apply touchup of compatible air-drying primer.

END OF SECTION

SECTION 087100

FINISH HARDWARE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Furnish finish hardware required to complete the Work as shown on the Drawings and as specified herein;
 - 2. Furnish trim attachments and fastenings, specified or otherwise required, for proper and complete installation;
 - 3. Deliver to the job site those items of finish hardware scheduled to be installed at the job site; and deliver to other points of installation those items of finish hardware scheduled to be factory installed.
- B. Definition: "Finish Hardware" includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except types of unique and non-matching hardware specified in the same section as the door and door frame.
- C. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Installation of finish hardware is described in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Manufacturer: Unless noted otherwise, obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with the requirements of this Section.
- C. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware in the project's vicinity for a period of not less than 2 years, and who is, or who employs an experienced Architectural Hardware Consultant who is available, at reasonable times during the course of the work, for consultation about the project's hardware requirements, to Owner, Architect and Contractor.
- D. Substitutions: Requests for substitutions must be submitted in writing to the Architect at least ten (10) working days prior to the bid opening. All requests must be accompanied by sufficient catalog data to enable the Architect to render a decision.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section, including information necessary to show compliance with requirements and instructions for installation and maintenance of finish hardware.
 2. Hardware Schedule: Submit final hardware schedule in the manner indicated below. Coordinate hardware with doors, frames and related work to ensure proper size, thickness, hand, function and finish of hardware.
 3. Final Hardware Schedule Content: Based on finish hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door opening. Include the following information:
 - a. Type, style, function, size and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of hardware set cross-referenced to indications on drawings both on floor plans and in door and frame schedule.
 - e. Explanation of all abbreviations, symbols, codes, etc., contained in schedule.
 - f. Mounting locations for hardware.
 - g. Door and frame sizes and materials.
 - h. Keying information.
- C. Submittal Sequence: Submit schedule at earliest possible date, particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with the schedule the product date, samples, shop drawings of other work affected by finish hardware, and other information essential to the coordinated review of hardware schedule.
- D. Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check shop drawings of such other work, to confirm that adequate provisions are made for proper location and installation of hardware. To maintain progress of the Work, deliver templates or physical samples of the approved finish hardware items to pertinent manufacturers of interfacing items such as doors and frames.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.
- B. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- C. Packaging of hardware is the responsibility of the supplier. As material is received by the hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.
- D. Inventory hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.
- E. Deliver individually packaged hardware items at the proper time to the proper locations (shop or project site) for installation.
- F. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately replaceable, so that completion of the work will not be delayed by hardware losses, both before and after installations.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Fasteners:
 - 1. All hardware shall be furnished complete with proper fastening suitable for the items to be installed as recommended by the manufacturer. All fastenings shall match in finish the item with which they are used.
 - 2. Template butts for metal doors and frames to have all machine screws. Closer arm brackets shall be fastened with thru bolts and sex nuts. All strikes or locksets, flush bolts, etc., require machine screws when used with thru bolts and sex nuts.

2.2 ACCEPTABLE PRODUCTS

- A. General:
 - 1. Except as specifically otherwise approved in advance by the Architect, furnish for each item only the product of a single manufacturer.
 - 2. For each of the required items of finish hardware provide from the specified manufacturer or from one of the indicated acceptable substitutes.
- B. Butt Hinges: Unless otherwise specified, all door jambs hung shall have butt hinges of the number, type, weight and finish as specified, and with flat button tips. Butt hinges of sufficient size, of the type required, shall be in all instances furnished to permit all doors, where possible, to swing 180 degrees. Butts manufactured by Hager, McKinney or Lawrence will be acceptable.
- C. Locksets: Locksets shall be equal to Corbin/Ruswin 3300 or 3500 Series Design or as noted in the Hardware Set Schedules.
- D. Closers: Closers shall be equal to Corbin/Ruswin series DC3000 Multi-sized closers unless noted otherwise.
- E. Door Stops: For interior doors furnish wall stops equal to Ives 408-1/2 wherever possible. Where wall stops cannot be used furnish floor stops equal to Ives FS436 or FS438 with risers where necessary. Not used.
- F. Door Holders: Furnish Ives Plunger Type Door Holder No. FS1154 or approved equal. Not used.
- G. Thresholds: Thresholds shall be equal to National Guard, Pemko or and equal as approved by the Architect.
- H. Weatherstripping: Weatherstripping shall be equal to National Guard, Pemko or an equal as approved by the Architect.
- I. Pushes/Pulls: Furnish Ives, Hager or Rockwood Mfg. products as approved by the Architect. Not used.
- J. Exit Devices: Exit devices shall be equal to Corbin/Ruswin ED5000 series. All doors with exit device shall have Classroom function, "Newport" lever acting trim on opposite side of door, in satin stainless steel finish. Not used.
- K. Manual Flush Bolts (Metal Doors): Manual Concealed Lever Extension Flush Bolts for use in metal doors. FB458 to be placed in top and bottom of door. Not used.

- L. Manual Flush Bolts (Wood Doors): Manual Concealed Lever Extension Flush Bolts for use in wood doors. FB358 to be placed in top and bottom of door. Not used.

2.3 KEYING

- A. Furnish three keys for each lock.
- B. Identification and delivery: All keys to be stamped "DO NOT DUPLICATE"
- C. Provide master keying as required by the Owner including subsets keyed under the master as required for the Owner's needs.

2.4 TOOLS AND MANUALS

- A. With the delivery of permanent keys, deliver to the Owner one complete set of adjustment tools and one set of maintenance manuals for locksets, latchsets, closers.

2.5 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 DELIVERIES

- A. Stockpile items sufficiently in advance to assure their availability, and make necessary deliveries in a timely manner to assure orderly progress of the total Work.

3.2 COORDINATION

- A. Coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

3.3 FINISH HARDWARE SCHEDULE

REFER TO DRAWINGS.

END OF SECTION

DIVISION 9
FINISHES

SECTION 099000

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Paint and finish the exterior and interior exposed surfaces listed on the Painting Schedule in Part 3 of this Section, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division I of these Specifications.
 - 2. Priming or priming and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other Sections.
 - 3. Section 081416: Wood Doors
 - 4. Section 092600: Gypsum Wallboard Systems
- C. Work not included:
 - 1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
 - 2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified.
 - 3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; fire sprinkler heads and motor shafts, unless otherwise indicated.
 - 4. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.
- D. Definitions:
 - 1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Paint coordination:
 - 1. Provide finish coats that are compatible with the prime coats actually used.
 - 2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the

- various substrata.
3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
 4. Provide barrier coats over incompatible primers, or remove the primer and reprime as required.
 5. Notify the Architect in writing of anticipated problems in using the specified coating systems over prime coatings supplied under other Sections.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 013400.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 1. Materials list of items proposed to be provided under this Section;
 2. Manufacturer's specifications and other data need to prove compliance with the specified requirements.
- C. Samples:
 1. Following the selection of colors and glosses by the Architect, as described under "Color Schedules" in Part 2 of this Section, submit Samples for the Architect's review.
 - a. Provide two Samples of each color and each gloss for each material on which the finish is specified to be applied.
 - b. Except as otherwise directed by the Architect, make Samples approximately 8" x 10" in size.
 - c. If so directed by the Architect, submit Samples during progress of the Work in the form of actual application of the approved materials on actual surfaces to be painted.
 2. Revise and resubmit each Sample as requested until the required gloss, color, and texture is achieved. Such Samples, when approved, will become standards of color and finish for accepting or rejecting the work of this Section.
 3. Do not commence finish painting until approved Samples are on file at the job site.

1.4 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, and color samples of each color and finish used.

1.5 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

1.6 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
- B. Weather conditions:
 - 1. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
 - 2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Acceptable materials and suppliers:
 - 1. The Painting Schedule in Part 3 of this Section is based on products of Sherwin Williams Company, unless noted otherwise.
 - 2. Basis of design uses paint products as manufactured by Sherwin Williams Company, or equal approved in advance by architect.
- B. Undercoats and thinners:
 - 1. Provide undercoat paint produced by the same manufacturer as the finish coat.
 - 2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
 - 3. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

2.2 COLOR SCHEDULES

- A. The Architect will prepare a color schedule with samples for guidance in painting.
- B. The Architect may select, allocate, and vary colors on different surfaces throughout the Work.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.
- B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.4 OTHER MATERIALS

- A. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 MATERIALS PREPARATION

- A. General:
 - 1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations as approved by the Architect.
 - 2. When materials are not in use, store in tightly covered containers.
 - 3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
- B. Stirring:
 - 1. Stir materials before application, producing a mixture of uniform density.
 - 2. Do not stir into the material any film that may form on the surface, but remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

- A. General:
 - 1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturers' recommendations as approved by the Architect.
 - 1. Examine any existing painted surfaces whether oil based or latex based and prepare surfaces accordingly. Surface preparation of existing oil based paint surfaces includes at minimum scuff sanding any glossy areas, removing any loose or flaking paint, and cleaning all the dirt and contaminants off the surface.
 - 3. Remove removable items that are in place and are not scheduled to receive paint finish; or provide surface-applied protection prior to surface preparation and painting operations.
 - 4. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
 - 5. Clean each surface to be painted prior to applying paint or surface treatment.
 - 6. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
 - 7. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
- B. Preparation of wood and fiber cement surfaces:

1. Clean surfaces until free from dirt, oil, and other foreign substance.
2. Smooth finished surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred surface.
3. On existing exposed surfaces, scrape, remove all loose material, sand and prepare for paint.
4. Unless specifically approved by the Architect, do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture meter approved by the Architect.

C. Preparation of metal surfaces:

1. Thoroughly clean surfaces until free from dirt, oil, and grease.
2. On galvanized surfaces, use solvent for the initial cleaning and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
3. Allow surfaces to dry completely before application of paint.
4. On existing metal surfaces scheduled to be repainted, remove rust, loose paint and dirt. Sand rusted areas to bare metal.

D. Preparation of concrete and masonry surfaces:

1. Thoroughly clean surfaces until free from dirt, oil, and grease.
2. On existing exposed surfaces, scrape, remove all loose material, sand and prepare for paint. Remove all glossy finish on existing floors by sanding.
3. Use block filler primer on all c.m.u. to be painted.

3.4 PAINT APPLICATION

A. General:

1. Touchup shop-applied prime coats which have been damaged, and touchup bare areas prior to start of finish coats application.
2. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
3. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
4. On removable panels and hinged panels, paint the back sides to match the exposed sides.

B. Drying:

1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
2. Consider oil-base solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Brush applications:

1. Brush out and work the brush coats onto the surface in an even film.
2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

D. Spray application:

1. Except as specifically otherwise approved by the Architect, confine spray application to metal framework and similar surfaces where hand brushwork would be inferior.
2. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
3. Do not double back with spray equipment to build up film thickness of two coats in one pass.
4. If spray application is allowed by the Architect, thorough preparation of the existing substrate and removal of all surface dust and sanding dust shall be performed.

E. For completed work, match the approved Samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.

F. Miscellaneous surfaces and procedures:

1. Exposed mechanical items:
 - a. Finish access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.

3.5 PAINTING SCHEDULE

Provide the following paint finishes.

A. Interior Gypsum Board Walls:
(Typical walls and ceiling furr-downs)

- | | | |
|----|--------------|--|
| 1. | First Coat: | High Build Interior Latex Primer |
| 2. | Second Coat: | ProMar 200 Zero VOC Interior Latex Low Sheen
Eg-Shel finish |
| 3. | Third Coat: | Same as second coat |

B. Interior Gypsum Board Walls:
(Restrooms, Kitchens, and Kitchenettes)

- | | | |
|----|--------------|--|
| 1. | First Coat: | High Build Interior Latex Primer |
| 2. | Second Coat: | ProMar 200 Zero VOC Interior Latex Eg-Shel |
| 3. | Third Coat: | Same as second coat |

- C. Interior Wood Trim called out for painting:
1. First Coat: PrepRite ProBlock Interior/Exterior Latex Primer/Sealer
 2. Second Coat: Multi Surface Acrylic
 3. Third Coat: Same as second coat
- D. Interior Woodwork (called out for staining) and Wood Doors:
1. First Coat: Minwax Pre-Stain Wood Conditioner Oil Based
 2. Second Coat: Minwax Performance Series Tintable Interior Stain
 3. Third Coat: Minwax Performance Series Fast-Dry Varnish
 4. Fourth Coat: Same as third coat
- E. Interior Metal:
1. First Coat: Kem Kromik Universal Metal Primer
 2. Second Coat: Pro Industrial DTM Acrylic Semi-gloss
 3. Third Coat: Same as second coat
- F. Interior Metal (Factory Primed):
1. First Coat: Pro Industrial DTM Acrylic Semi-gloss
 2. Second Coat: Same as second coat
- G. Interior Concrete Masonry Units:
1. First Coat: Loxon Acrylic Block Surfer
 2. Second Coat: Multi Surface Acrylic
 3. Third Coat: Same as second coat
- H. Exterior Metal:
1. First Coat: Kem Kromik Universal Metal Primer
 2. Second Coat: Pro Industrial DTM Acrylic Semi-gloss
 3. Third Coat: Same as second coat
- I. Exterior Metal (Factory Primed):
1. First Coat: Pro Industrial DTM Acrylic Semi-gloss
 2. Second Coat: Same as second coat
- H. Exterior Concrete Masonry Units:
1. First Coat: Loxon Acrylic Block Surfer
 2. Second Coat: ConFlex Acrylic Coating
 3. Third Coat: Same as second coat

END OF SECTION

**DIVISION 10
SPECIALTIES**

SECTION 102800

TOILET ROOM ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide toilet room accessories and mirrors where indicated on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 TOILET ROOM ACCESSORIES

- A. Provide the following products of American Specialties Inc., or equal approved in advance by the Architect. See accessory schedule in drawings for accessories, model numbers, mounting and finish.

2.2 MIRRORS

- A. Provide 1/4" polished plate glass or float glass mirror, with clear coated stainless steel frames, in the dimensions and arrangements indicated as manufactured by American Specialties, Inc. or an equal approved in advance by the Architect.
 - 1. Model: as shown on the Drawings
 - 2. Mounting Height: as shown on the Drawings

2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Install each item in its proper location, firmly anchored into position (with proper concealed blocking), level and plumb, and in accordance with the manufacturer's recommendations.

3.3 CLEANING

- A. At the completion of the installation of items called for under this portion of the Work, thoroughly clean each item installed with a cleaning agent approved for that use by the manufacturer of the item supplied.
- B. Remove from the area of the installation all debris created by the Work of the Section and dispose of all trash in an area approved for that use by the Architect.

END OF SECTION

DIVISION 11-14

Not Used

**DIVISION 15
MECHANICAL**

REFER TO DRAWINGS

DIVISION 16
REFER TO DRAWINGS

EXHIBIT 4
SUPPLEMENTAL GENERAL CONDITIONS
FEDERAL CONTRACT REQUIREMENTS AND CONDITIONS

The Respondent's attention is directed to the Supplemental General Conditions, Federal Contract Requirements and Conditions bound herein which may contain grant related rules, regulations and requirements. The successful Respondent shall be expected to fully comply with the Supplemental General Conditions and the Federal Contract Requirements and Conditions.



CDBG Supplemental Conditions for Construction Contracts

May, 2022

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

=====

1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
 - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

CDBG Supplemental Conditions for Construction Contracts

May, 2022

- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with any 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 (Public Law 94-163).

7. Special Equal Opportunity Provisions**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

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

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.

CDBG Supplemental Conditions for Construction Contracts

May, 2022

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause
(Applicable to contracts/subcontracts above \$10,000)**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- (2) The contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

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(D) 41 CFR 60-4.3. Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in these specifications:
 - A. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - B. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - C. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - D. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

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4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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E. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, “segregated facilities” mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities 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 contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain 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; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. Section 503 Handicapped (Contracts \$2,500 or more)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

J. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

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9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid 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 (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) 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; therefore, only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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- (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.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator 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 the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) 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.
- (c) 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.
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs 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 1215-0140 and 1215-0017).
- (b) (i) 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 owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.

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- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (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 contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (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 referenced 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 (USDOL) 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 USDOL, or the employees or their representatives.
- (10) (a) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded 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.

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- (b) 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.
 - (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms “laborers” and “mechanics” include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in 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 (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any 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 (2) of this paragraph.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

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D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors/Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

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If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program.**

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

12. E-Verify

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

13. Environmental Conditions

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Owner shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization from the Florida Department of State.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

If an endangered/threatened species is encountered during construction, take appropriate actions to protect the animal/plant from harm or disruption to breeding/nesting.

Contractor shall obtain and comply with all required permits, including but not limited to Environmental Resource Permit, Building Permit (all relevant trades), and permit(s) for asbestos and lead abatement.

14. Items to be Posted on Jobsite

- A. Applicable Federal Wage Decision
- B. Employee Rights poster
- C. EEO is the Law
- D. EEO is the Law supplementary poster
- E. OSHA Job Safety and Health poster

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Appendix Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco.....	17.9
Charlotte, Citrus, Collier, DeSoto, ...	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee	15.9
Polk	18.0
Sarasota.....	10.5

<u>Tallahassee Area</u>	
Leon, Wakulla.....	24.3
Calhoun, Franklin, Gadsden, Jackson, ...	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

<u>Pensacola - Panama City Area</u>	
Bay.....	14.1
Escambia, Santa Rosa.....	18.3
Gulf, Holmes, Okaloosa,.....	15.4
Walton, & Washington (all five counties)	

<u>Jacksonville Area</u>	
Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns.....	21.8
Bradford, Columbia, Dixie, Gilchrist.....	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties).....	14.9

<u>Miami - Fort Lauderdale Area</u>	
Dade.....	39.5
Broward	15.5
Palm Beach.....	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

WAGE DETERMINATION

Labor Standards Clauses

The Davis-Bacon Act – sets a minimum wage, based on the Department of Labor's Prevailing Wage Rate, which must be paid to laborers and mechanics. The Act applies to all contracts over \$2,000 for construction, alteration, or repair.

The Copland Anti-Kickback Act – makes it a criminal offense for anyone to induce any person employed in a covered project to give up any part of the compensation to which he/she is entitled under his/her contract for employment.

The Contract Work Hours and Safety Standards Act – provides that all overtime hours (defined as hours worked in excess of 40 during any workweek) must be compensated at a rate not less than one- and one-half times the regular basic rate of pay.

"General Decision Number: FL20260204 01/02/2026

Superseded General Decision Number: FL20250204

State: Florida

Construction Type: Building

County: Gadsden County in Florida.

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

Modification Number	Publication Date
0	01/02/2026

ELEV0049-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.11	38.435+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

PLUM0234-012 09/01/2025

	Rates	Fringes
PIPEFITTER (Includes HVAC		
Unit Installation).....	\$ 37.50	17.59

SUFL2014-012 08/16/2016

	Rates	Fringes
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CARPENTER.....	\$ 16.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.61	0.00
ELECTRICIAN.....	\$ 17.00	0.00
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation).....	\$ 20.78	10.89
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 23.79	8.74
LABORER: Common or General, Including Cement Mason Tending and Pipelaying.....	\$ 13.64	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.83	1.84
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 14.54	2.01
PLUMBER.....	\$ 19.40	0.36
ROOFER.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 20.05	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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Federal Labor Standard Provisions

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 and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used 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.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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.

State and Federal Statutes

State and Federal Statutes, Regulations, and Policies

The CDBG-DR and Mitigation funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR and Mitigation funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR and Mitigation funds in complying with its obligations under this agreement, regardless of whether CDBG-DR and Mitigation funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) reviewing financial and performance reports required by the Grantee;

(2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR and Mitigation funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-326 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR and/or Mitigation program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24

CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

1. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

2. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR and/or CDBG Mitigation funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the

nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

2. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, when Subrecipient procures property or services under this agreement.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of

construction costs or unusually high or low—income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. **Compliance**

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75. Subrecipient shall include the following "Section 3 clause" at 24 CFR 75.3 in every "Section 3 covered contract" (as defined in 24 CFR 75.3).

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

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

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 to the maximum extent feasible, but not in derogation of compliance.

3. Thresholds

A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 75 (Numerical goals for meeting the greatest extent feasible requirement.)

B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 75 may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
2. 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.

C. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 75 may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least three percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22 even though Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide Subrecipient a written update regarding the status of the review process.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (1) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (3) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (4) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

1. Additional Regulations

- (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (2) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (3) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

- (4) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (5) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (6) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (7) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (8) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides 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.
- (9) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (10) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XIV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

SECTION 3
Regulations per 24 CFR 75.3

SECTION 3 APPLICABILITY (24 CFR 75.3)

Section 3 applies to all projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. Therefore, all CDBG projects are submitted the applicability provisions of Section 3 public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance means:

- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects is a housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.

- (i) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.
- (ii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- (b) Contracts for materials.

Section 3 requirements do not apply to material supply contracts.

- (c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- (d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

SECTION 3 REQUIREMENTS OF (24 CFR 75.19) EMPLOYMENT AND TRAINING

Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

- To residents of the public housing projects for which the public housing financial assistance is expended;
- To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- To participants in Youth Build programs; and
- To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

CONTRACTING

Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

- To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- To Youth Build programs; and
- To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

CONTRACT PROVISIONS 24 CFR 75.27

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

SECTION 3 WORKER AND CERTIFICATION

The Section 3 Final Rule defined a Section 3 worker as any worker who currently or when hired within the past five years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a Youth Build participant.

The Sub-recipient will utilize the Section 3 Certification Form to document the status of a Section 3 worker. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled

TARGETED SECTION 3 WORKER AND CERTIFICATION

The Section 3 Final Rule establishes the use of Targeted Section 3 workers. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- Employed by a Section 3 business concern
- Low- or very low-income workers residing within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached the service area or the neighborhood of the project, as defined in or
- A Youth Build participant.

The Sub-recipient will utilize the Targeted Section 3 Certification Form to document the status of a Targeted Section 3 worker. The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

SECTION 3 BUSINESS CONCERNS

The Section 3 Final Rule redefines a business concern. A Business Concern must meet the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or sub-recipient (if requested) verifying that they meet the definitions provided above.

Sub-recipients can use their discretion for determining the type of verification that is required by prospective Section 3 workers and business concerns. Some examples include proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract **Qualifying as a Section 3 businesses does not mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price.**

PROFESSIONAL SERVICES

In this final rule, HUD is amending the professional services definition to clarify that only non-construction services that require an advanced degree or professional licensing, rather than all non-construction services, are excluded from Section 3.

HUD wants to ensure this final rule's emphasis the statutory requirement to prioritize low- and very low-income workers and provides this category of exempted workers from reporting given the challenge to hire low- and very low-income workers in jobs that require such degrees and licensing.

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permeant workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.

Maintain records that document a **good faith effort** to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SECTION 3 REPORTING 24 CFR 75.25

REPORTING OF LABOR HOURS.

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD: For Section 3 projects, Sub-recipients must report:

- The total number of labor hours worked;
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Professional Services: The reporting structure in the final rule allows a Sub-recipient to count as Section 3 labor hours and as Targeted Section 3 labor hours any work performed by a Section 3 worker or a Targeted Section 3 worker (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

BENCHMARK REPORTING GOALS - (24 CFR 75.23)

All Sub-recipients are required to report all labor hours

The benchmark goal for Section 3 workers is set at **25 percent** or more of the total number of labor hours worked by all workers on a Section 3 project.

$$\frac{\text{Section 3 Worker Labor Hours}}{25\% \text{ Total Labor Hours}} =$$

The benchmark goal for Targeted Section 3 workers is set at **5 percent** or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the **5 percent** is included as part of the **25 percent** threshold.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

Below is an example of the order of preference:

1. All Section 3 Targeted Workers
2. All Section 3 Workers
3. All Workers

SECTION 3 SAFE HARBOR COMPLIANCE

CID considers all Sub-recipients of covered funding in compliance with Section 3 Safe Harbor by meeting the established benchmark goals of **25 percent** and **5 percent**. If reporting indicates that the Sub-recipient has not met the Section 3 benchmarks, the Sub-recipient must report in a method on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b). Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

Please note that it is important to document efforts made to comply with Section 3. Files should illustrate attempts to meet Section 3 benchmarks. The mere existence of a Section 3 Action Plan is not sufficient. Affirmative attempts to reach Section 3 goals must be made.

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include: debarment, suspension of funds, or limited denial of participation in CSD programs pursuant to 24 CFR Part 24

SECTION 3 WORKER TRACKING AND REPORTING

All Sub-recipients are required to comply with the reporting requirements set for at 24 CFR 75.25.

Where Targeted Section 3 and Section 3 Workers are currently employed or new hires, the Subrecipients must track those labor hours performed by those workers. In conjunction with the Davis-Bacon payroll requirement, Sub-recipients will utilize the Section 3 tracking form for this purpose and submitted with each payroll submission.

SECTION 3 PROJECT PLAN

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3, and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Company Name: _____

Project: _____

Subcontractor: _____

Contact Person / Phone #: _____

Contract Amount: _____

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided.
- ☐ No, but will worked to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☐ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit low-income residents through local advertising media, signs prominently displayed at the project site, community organizations and public or private agencies operating within the area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached) and fully incorporate into the subcontract by reference.

Section 3 Reporting/Recordkeeping by Contractor

The Contractor will report Section 3 activities on a monthly basis on the provided Section 3 Status Report. The City/County shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations, or that are maintained in accordance with the regulations governing Section 3 covered assistance is provided or otherwise made available to the Contractor.

Section 3 Compliance Monitoring of Subcontractors

The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. If the subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or

subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the subcontractor will be required to notify the Contractor about their efforts to comply with Section 3 and submit any required documentation as set forth below. Subcontractors will be required to provide to the Contractor a Section 3 Status Report capturing the following data:

- The number of full time positions with the Subcontractor.
- Of those full time positions, the number of Section 3 employees working for the Subcontractor.
- Supporting certification of Section 3 business concern and, if requested, necessary supporting information (Certifications of all Section 3 resident employees and, if requested, supporting documentation).

Date

Signature of Company Representative

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to

inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business

Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section ill provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section ill may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations tor Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act

(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

Select from **ONE** of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

(frontside)

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐ YES ☐ NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)



Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

This poster is available free from OSHA.

Contact OSHA. We can help.





Departamento de Trabajo
de los EE. UU.



Seguridad y Salud en el Trabajo ¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunice con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.



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:

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



DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





DIFFERENT NATIONAL ORIGINS.



SAME FAIR HOUSING RIGHTS.



It is illegal for landlords and real estate agents to deny you housing opportunities because of your ethnicity. The Fair Housing Act prohibits housing discrimination based on national origin. If you believe you have experienced a violation of your rights, file a complaint.

Go to **[hud.gov/fairhousing](https://www.hud.gov/fairhousing)** or call **1-800-669-9777**
Federal Relay Service **1-800-877-8339**



FAIR HOUSING: THE LAW IS ON YOUR SIDE.

A public service message from the U.S. Department of Housing and Urban Development in cooperation with the National Fair Housing Alliance. The federal Fair Housing Act prohibits discrimination because of race, color, religion, national origin, sex, familial status or disability.





DIFERENTES ORÍGENES NACIONALES.



LOS MISMOS DERECHOS DE IGUALDAD DE VIVIENDA.



Es ilegal que los propietarios o los agentes inmobiliarios te nieguen vivienda por motivos de origen étnico. La Ley de Igualdad de Vivienda prohíbe la discriminación de vivienda por motivos de origen nacional. Si crees que han infringido tus derechos, haz una denuncia.

Visita **[hud.gov/fairhousing](https://www.hud.gov/fairhousing)** o llama al **1-800-669-9777**
Servicio de Retransmisión Federal **1-800-877-8339**



IGUALDAD DE VIVIENDA: LA LEY ESTÁ DE TU LADO.

Un mensaje de servicio público del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en cooperación con la Alianza Nacional de Igualdad de Vivienda. La Ley Federal de Igualdad de Vivienda prohíbe la discriminación por motivos de raza, color, religión, nacionalidad, sexo, situación familiar o discapacidad.



EMPLOYEE RIGHTS

FOR WORKERS WITH DISABILITIES

PAID AT SUBMINIMUM WAGES

This establishment has a certificate authorizing the payment of subminimum wages to workers who are disabled for the work they are performing. Authority to pay subminimum wages to workers with disabilities generally applies to work covered by the **Fair Labor Standards Act (FLSA)**, **McNamara-O'Hara Service Contract Act (SCA)**, and/or **Walsh-Healey Public Contracts Act (PCA)**. Such subminimum wages are referred to as “commensurate wage rates” and are less than the basic hourly rates stated in an SCA wage determination and/or less than the FLSA minimum wage of **\$7.25 per hour**. A “commensurate wage rate” is based on the worker’s individual productivity, no matter how limited, in proportion to the wage and productivity of experienced workers who do not have disabilities that impact their productivity when performing essentially the same type, quality, and quantity of work in the geographic area from which the labor force of the community is drawn.

Employers shall make this poster available and display it where employees and the parents and guardians of workers with disabilities can readily see it.

WORKERS WITH DISABILITIES

Subminimum wages under section 14(c) are not applicable unless a worker’s disability actually impairs the worker’s earning or productive capacity for the work being performed. The fact that a worker may have a disability is not in and of itself sufficient to warrant the payment of a subminimum wage.

For purposes of payment of commensurate wage rates under a certificate, a worker with a disability is defined as: An individual whose earnings or productive capacity is impaired by a physical or mental disability, including those related to age or injury, for the work to be performed.

Disabilities which may affect productive capacity include an intellectual or developmental disability, psychiatric disability, a hearing or visual impairment, and certain other impairments. The following do not ordinarily affect productive capacity for purposes of paying commensurate wage rates: educational disabilities; chronic unemployment; receipt of welfare benefits; nonattendance at school; juvenile delinquency; and correctional parole or probation.

WORKER NOTIFICATION

Each worker with a disability and, where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed.

KEY ELEMENTS OF COMMENSURATE WAGE RATES

- **Nondisabled worker standard**—The objective gauge (usually a time study of the production of workers who do not have disabilities that impair their productivity for the job) against which the productivity of a worker with a disability is measured.
- **Prevailing wage rate**—The wage paid to experienced workers who do not have disabilities that impair their productivity for the same or similar work and who are performing such work in the area. Most SCA contracts include a wage determination specifying the prevailing wage rates to be paid for SCA-covered work.
- **Evaluation of the productivity of the worker with a disability**—Documented measurement of the production of the worker with a disability (in terms of quantity and quality).

The wages of all workers paid commensurate wages must be reviewed, and adjusted if appropriate, at periodic intervals. At a minimum, the productivity of hourly-paid workers must be reevaluated at least every six months and a new prevailing wage survey must be conducted at least once every twelve months. In addition, prevailing wages must be reviewed, and adjusted as appropriate, whenever there is a change in the job or a change in the prevailing wage rate, such as when the applicable state or federal minimum wage is increased.

WIOA

The Workforce Innovation and Opportunity Act of 2014 (WIOA) amended the Rehabilitation Act by adding section 511, which places limitations on the payment of subminimum wages to individuals with disabilities by mandating the completion of certain requirements prior to and during the payment of a subminimum wage.

EXECUTIVE ORDER 13658

Executive Order 13658, Establishing a Minimum Wage for Contractors, established a minimum wage that generally must be paid to workers performing on or in connection with a covered contract with the Federal Government. Workers covered by this Executive Order and due the full Executive Order minimum wage include workers with disabilities whose wages are calculated pursuant to certificates issued under section 14(c) of the FLSA.

FRINGE BENEFITS

Neither the FLSA nor the PCA have provisions requiring vacation, holiday, or sick pay nor other fringe benefits such as health insurance or pension plans. SCA wage determinations may require such fringe benefit payments (or a cash equivalent). Workers paid under a certificate authorizing commensurate wage rates must receive the full fringe benefits listed on the SCA wage determination.

OVERTIME

Generally, if a worker is performing work subject to the FLSA, SCA, and/or PCA, that worker must be paid at least 1 1/2 times their regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

Minors younger than 18 years of age must be employed in accordance with the child labor provisions of the FLSA. No persons under 16 years of age may be employed in manufacturing or on a PCA contract.

PETITION PROCESS

Workers with disabilities paid at subminimum wages may petition the Administrator of the Wage and Hour Division of the Department of Labor for a review of their wage rates by an Administrative Law Judge. No particular form of petition is required, except that it must be signed by the worker with a disability or his or her parent or guardian and should contain the name and address of the employer. Petitions should be mailed to: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue NW, Washington, D.C. 20210.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

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DERECHOS DE EMPLEADOS

PARA TRABAJADORES CON DISCAPACIDADES QUE PERCIBEN UN SALARIO INFERIOR AL MÍNIMO

Este establecimiento cuenta con un certificado que autoriza el pago de salarios inferiores al mínimo a trabajadores discapacitados por el trabajo que realizan. La autorización para pagar salarios inferiores al mínimo a trabajadores con discapacidades por lo general se aplica a trabajo regido por la **Ley de Normas Justas de Trabajo** (FLSA, por sus siglas en inglés), la **Ley de Contratos por Servicios McNamara-O'Hara** (SCA, por sus siglas en inglés) y/o por la **Ley Walsh-Healey Sobre Contratos Públicos** (PCA, por sus siglas en inglés). Tales salarios inferiores al mínimo se conocen como “tasas salariales conmensurables” y son inferiores a las tasas básicas por hora establecidas en la determinación de salarios de la SCA y/o inferiores al salario mínimo de \$7.25 por hora según la FLSA. Una “tasa salarial conmensurable” se basa en la productividad individual del trabajador, no importa cuán limitada sea, en proporción al salario y a la productividad de los trabajadores experimentados que no tienen discapacidades que impactan su productividad cuando realizan esencialmente el mismo tipo, calidad y cantidad de trabajo en el área geográfica de la que proviene la fuerza laboral de la comunidad.

Los empleadores deben hacer disponible y exhibir este cartel en un lugar donde los empleados y los padres y tutores de los trabajadores con discapacidades lo puedan ver claramente.

TRABAJADORES CON DISCAPACIDADES

Los salarios inferiores al salario mínimo según la sección 14(c) no se aplican a menos que la discapacidad del trabajador realmente perjudique sus ingresos o su capacidad productiva para el trabajo que realiza. El hecho de que el trabajador pueda tener una discapacidad no es en sí suficiente para justificar el pago de un salario inferior al mínimo.

Para efectos de las tasas salariales conmensurables según un certificado, un trabajador con una discapacidad se define como: Una persona cuyos ingresos o capacidad productiva se ve afectada por una discapacidad física o mental, incluidas aquellas relacionadas con la edad o las lesiones, para que se realice el trabajo.

Las discapacidades que pueden afectar la capacidad productiva incluyen una discapacidad intelectual o de desarrollo, una discapacidad psiquiátrica, una discapacidad auditiva o visual, y algunas otras discapacidades. Lo siguiente normalmente no afecta la capacidad productiva con el propósito de pagar tasas de salarios conmensurables: discapacidades educativas, desempleo crónico, recibo de beneficios sociales, falta de asistencia a la escuela, delincuencia juvenil y libertad condicional o bajo palabra.

NOTIFICACIÓN AL TRABAJADOR

El empleador debe informar oralmente y por escrito a cada trabajador con una discapacidad y, cuando corresponda, al padre o tutor de dicho trabajador, sobre los términos del certificado según el cual dicho trabajador está empleado.

ELEMENTOS CLAVES DE LAS TASAS DE SALARIO CONMENSURABLE

- **Norma de trabajadores no discapacitados**—El indicador objetivo (generalmente un estudio del tiempo de la producción de trabajadores que no tienen discapacidades que perjudiquen su productividad para el trabajo) contra el cual se mide la productividad de un trabajador con una discapacidad.
- **Tasa de salario prevaleciente**—El salario que se paga a trabajadores experimentados que no tienen discapacidades que perjudiquen su productividad por el mismo trabajo o trabajo similar y que realizan tal trabajo en el área. La mayor parte de los contratos SCA incluye una determinación de salario que especifica las tasas del salario prevaleciente que se tiene que pagar por el trabajo sujeto a SCA.
- **Evaluación de la productividad del trabajador con una discapacidad**—Medida documentada de la producción del trabajador con discapacidad (en términos de cantidad y calidad).

Los salarios de todos los trabajadores que perciben salarios conmensurables tienen que ser revisados, y ajustados si corresponde, en intervalos periódicos. Como mínimo, la productividad de los trabajadores asalariados por hora tiene que reevaluarse al menos cada seis meses y tiene que realizarse un estudio nuevo de salarios prevalecientes al menos una vez cada doce meses. Además, se tienen que revisar, y ajustar según corresponda, los salarios prevalecientes siempre que haya un cambio en el trabajo o en la tasa del salario prevaleciente, tal como cuando se incrementa el salario mínimo aplicable estatal o federal.

WIOA

La Ley de Innovación y Oportunidades Laborales de 2014 (WIOA, por sus siglas en inglés) enmendó la Ley de Rehabilitación al agregar la sección 511, la cual impone limitaciones en el pago de salarios inferiores a los mínimos a las personas con discapacidades al exigir el cumplimiento de ciertos requisitos antes y durante el pago de un salario inferior al mínimo.

ORDEN EJECUTIVA 13658

La Orden Ejecutiva 13658, que establece un salario mínimo para contratistas, estableció un salario mínimo que generalmente tiene que pagarse a los trabajadores que cumplen un contrato o en conexión con un contrato sujeto al Gobierno Federal. Los trabajadores sujetos a esta Orden Ejecutiva y a los que se les debe el salario mínimo completo de la Orden Ejecutiva incluyen a los trabajadores con discapacidades cuyos salarios se calculan conforme a los certificados emitidos según la sección 14(c) de la FLSA.

BENEFICIOS COMPLEMENTARIOS

Ni la FLSA ni la PCA tienen disposiciones que requieran vacaciones, días festivos, o paga por enfermedad, ni otros beneficios complementarios como seguro de salud o planes de pensión. Las determinaciones de salario de SCA pueden requerir pagos de dicho beneficio complementario (o un equivalente en efectivo). Los trabajadores a los cuales se les paga según un certificado que autoriza tasas salariales conmensurables tienen que recibir enteramente los beneficios complementarios adicionales enumerados en la determinación de salario de SCA.

SOBRETIEMPO

En general, si un trabajador se encuentra realizando un trabajo sujeto a la FLSA, SCA y/o PCA, se le tiene que pagar a ese trabajador tiempo y medio, es decir, 1 1/2 de su tasa regular de pago por todas las horas trabajadas después de las 40 horas en una semana laboral.

TRABAJO DE MENORES DE EDAD

Los menores de edad de menos de 18 años tienen que ser empleados de acuerdo con las disposiciones federales para el trabajo de menores de edad de la FLSA. Ninguna persona menor de 16 años de edad puede ser empleada en la manufactura o en un contrato de la PCA.

PROCESO DE SOLICITUD

Los trabajadores con discapacidades a los que se les paga salarios inferiores al salario mínimo pueden solicitarle al Administrador de la División de Horas y Salarios del Departamento de Trabajo que un Juez de Derecho Administrativo haga una revisión de las tasas de sus salarios. No se requiere ningún formulario particular de solicitud, excepto que tiene que ser firmado por el trabajador con una discapacidad o su padre o tutor y tiene que contener el nombre y la dirección del empleador. Las solicitudes se pueden enviar por correo a: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue NW, Washington, DC 20210.



DIVISIÓN DE HORAS Y SALARIOS

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