

CONSTRUCTION BID DOCUMENTS

for the

HILL COMMUNITY REVITALIZATION  
OF COMMERCIAL BUILDINGS

in the

CITY OF APALACHICOLA

CDBG-DR PROJECT NUMBER #M0033



PROJECT CONTACT LIST:

JURISDICTION: CITY OF APALACHICOLA  
192 COACH WAGONER BOULEVARD / 192 14TH STREET  
APALACHICOLA, FLORIDA 32320  
PHONE: (850) 653-9319  
FAX: (850) 653-2205  
MS. LESLIE GLAZE, GRANT COORDINATOR  
MR. MICHAEL BRILLHART, CITY MANAGER

CONSULTANT: GOURAS AND ASSOCIATES  
214 DRAPERSON DRIVE  
RIDGELAND, MISSISSIPPI 39157  
PHONE: (601) 605-8128  
MS. FELICITY EDWARDS

CIVIL ENGINEER: CDG ENGINEERING  
1962 WEST MAIN STREET  
DOTHAN, ALABAMA 36301  
PHONE: (334) 677-9431  
MR. TJ KELLEY  
MS. CARMEN CHOSIE

ARCHITECT: SNELL & ASSOCIATES ARCHITECTS, INC.  
4237 S. BRANNON STAND ROAD  
TAYLOR, ALABAMA 36305  
PHONE: (334) 678-0286  
MR. BILLY SNELL

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011000	Summary of Work
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017310	Cutting and Patching
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(Not used)

**Division 3 - Concrete**

(Not used)

**Division 4 - Masonry**

(Not used)

**Division 5 - Metals**

054000	Metal Studs
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**Division 6 - Wood and Plastics**

061000	Rough Carpentry
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074113	Metal Building Panels
076113	Standing Seam Sheet Metal Roofing
076200	Sheet Metal Flashing and Trim
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088819	Hurricane-Resistant Glazing
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(Not Used)

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(Not Used)

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(Not Used)

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(Not Used)

***Division 15 - Mechanical / Plumbing***

(Not Used)

***Division 16 - Electrical***

(Not Used)

## **PROJECT DRAWING INDEX**

### **AJ'S BUILDING – 120 DR. MARTIN LUTEHR KING JR. AVENUE**

- A0.0 COVER SHEET
- A0.1 REFERENCE PHOTOS 2023
- A1.0 EXISTING ELEVATIONS
- A1.1 NEW ELEVATIONS

### **MINI-MALL – 95 AVENUE 'I'**

- A0.0 COVER SHEET
- A0.1 EXTERIOR REFERENCE PHOTOS 2023
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- A2.1 NEW EXTERIOR ELEVATIONS

## INFORMATION TO BIDDERS

*This contract will be paid for in whole or in part with Community Development Block Grant – Disaster Recovery funding (CDBG-DR) from the U. S. Department of Housing and Urban Development (“HUD”) and FloridaCommerce for activities authorized under Title I of the Housing and Community Development Act of 1974 and as described in the 2020 State of Florida Action Plan for Disaster Recovery. As such this contract is subject to the applicable terms and conditions of **Subrecipient Agreement M0033** between FloridaCommerce and the **City of Apalachicola**, 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200 (including Appendix II to Part 200), 20 CFR Part 601, 24 CFR Part 570 subpart I, et seq., and all other State and Federal laws, rules, regulations, and policies governing the funds provided through the Subrecipient Agreement, as now in effect and as may be amended from time to time.*

*The Subrecipient Agreement allocates total funding of \$935,753.00 (100%) for this project, which includes \$910,753.00 (97.3%) in CDBG-DR funds and \$25,000.00 (2.7%) in non-federal Funding.*

*This contract is subject to the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and Section 3 of the Housing and urban Development Act of 1968. Additional information regarding the Required Contract Terms and Conditions for Subrecipient Agreement M0033 can be found in Attachments 'A' through 'E'.*

*All bidders must make positive efforts to use small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms in accordance with 2 CFR 200.321.*

*Minority and women's business enterprises, veteran-owned businesses, and labor surplus area firms are hereby solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.*

*The **City of Apalachicola** is an Equal Opportunity Employer.*

Sealed proposals will be received by the CITY OF APALACHICOLA on **November 12, 2025 at 2:00 PM Eastern Standard Time** at the office of **1 Bay Avenue, APALACHICOLA, FLORIDA 32320**, composed of the Base Bid, Alternate (if any), and Unit Price Bids for the **HILL COMMUNITY REVITALIZATION OF COMMERCIAL BUILDINGS in the CITY OF APALACHICOLA**.

A Cashier's check or bid bond payable to the CITY OF APALACHICOLA in an amount not less than five (5) percent of the amount of the bid must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

A pre-bid meeting will be held at the City Hall on **November 5<sup>th</sup>, 2025, at 2:00 PM Eastern Standard Time** to walk through each project for bid.

All bids must be submitted on the provided bid package forms. The bidder shall show evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The City reserves the right to reject any or all proposals and to waive technical errors if, in the City's judgement, the best interest of the City will thereby be promoted.

All bidders must be fully capable, both financially and in regards to experience, to perform and complete the work in a satisfactory manner and within the required time frame. Bidder shall have a minimum of three (3) years experience with a minimum of five (5) equivalent projects. If required by the City, the Bidder shall submit a statement of his / her experience, work force, financial status, and ability to bond the project.

Non-resident bidders must accompany any written bid documents with a written opinion of an attorney-at-law licensed to practice law in such non-resident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

## GENERAL DESCRIPTION OF PROJECT

### Location of project is:

CITY OF APALACHICOLA, FLORIDA 32320  
AJ's Building – 120 Dr. Martin Luther King Jr. Avenue  
Mini-Mall – 95 Avenue 'I'

### Description of work:

AJ's – Removal of existing asphalt shingle roofing and vinyl siding, removal of existing vinyl doors and windows, and installation of new metal roofing, hardie lap siding, and storefront doors and windows. See plans.

Mini-Mall – Various repair work inside and outside of structure, including both ground floor commercial spaces and upstairs apartment units. Removal of existing metal panel siding, metal roofing, gutter and downspouts, and installation of new hardie lap siding, metal roofing, and gutters and downspouts. See plans.

### Scope of work:

The work shall include all base bid items plus any of the alternatives agreed upon at the assignment of contract according to the drawings and specifications provided herein.

### Codes, Regulations, and Requirements All work shall comply with the following:

Florida Building Codes -  
2020 Building Code  
2023 Existing Building Code  
2023 Residential Building Code  
2023 Plumbing Code  
2023 Mechanical Code  
2023 Fuel Gas Code  
2017 National Electrical Code (NFPA 70)  
2023 Energy Conservation Code  
2018 State Energy Code IECC and 90.1-2016  
2023 Test Protocols for High Velocity Hurricane Zone  
2018 NFPA Life Safety Code  
2023 Accessibility Code  
Local and State Health Department Regulations  
Local Engineering Department Regulations and Requirements

**END OF SECTION**

## BID FORM

The Bidder provides the following sum totals for Project Bid(s):

AJ's Building – 120 Dr. Martin Luther King Jr. Avenue

\$ \_\_\_\_\_ (Materials and Labor)

Unit Price #1: Removal and Replacement of Roof Decking \$ \_\_\_\_\_

Unit Price #2: Removal and Replacement of Wall Sheathing \$ \_\_\_\_\_

Alternate #1: Change Storm-rated Glass to Impact Safety Glass \$ \_\_\_\_\_

Mini-Mall – 95 Avenue 'I'

\$ \_\_\_\_\_ (Materials and Labor)

Unit Price #1: Removal and Replacement of Roof Decking \$ \_\_\_\_\_

Unit Price #2: Removal and Replacement of Wall Sheathing \$ \_\_\_\_\_

**Contractor MBE/WBE/VOB Status (Check all that apply):**

- ☐ Minority Business Enterprise
- ☐ Women's Business Enterprise
- ☐ Veteran-Owned Business
- ☐ Not a Minority Business Enterprise, Women's Business Enterprise, or Veteran Owned Business

**Contractor's Unique Entity Identifier:** \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the **City of Apalachicola** as owner in the  
penal sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns. Signed, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the **City of Apalachicola** a  
certain Bid, attached hereto and hereby made a part, hereof to enter into a contract in writing, for the construction of  
**Hill Community Revitalization of Commercial Buildings CDBG-DR Project # M0033.**

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate.
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for  
his faithful performance of said contract, and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and  
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this  
obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety  
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are  
corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper  
officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

SEAL

By: \_\_\_\_\_

## CONTRACTOR EVIDENCE OF LICENSE

All architects and engineers preparing plans and specifications for work to be contracted in the State of Florida shall include in their invitations to bidders and their specifications a copy of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether he is a resident or nonresident of this state and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of license before his bid is considered.

NAME OF COMPANY: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER OF COMPANY: \_\_\_\_\_

COMPANY CONTACT PERSON: \_\_\_\_\_

CONTRACTOR'S CURRENT LICENSE NUMBER: \_\_\_\_\_

ISSUING AGENCY: STATE OF \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

BID LIMIT: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

**CERTIFICATE FROM CONTRACTOR / SUBCONTRACTOR DESIGNATING OFFICER  
OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name: Hill Community Revitalization of Commercial Buildings

Date: \_\_\_\_\_ Location: Apalachicola, Florida CDBG-DR Project # M0033

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for

(specify if General Construction, Plumbing, Roofing, etc.) \_\_\_\_\_

In connection with construction of the above-mentioned CDBG-DR Project, and that (I) (we) have appointed

\_\_\_\_\_, whose signature appears below, to supervise the

payment of (my) (our) employees beginning \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the **City of Apalachicola / Franklin County** a new certificate appointing some other person for the purposes herein above stated.

\_\_\_\_\_  
(Signature of Appointee)

\_\_\_\_\_  
(Name of Firm or Corporation)

List with signatures of all owners, partners, and/or officers of the Corporation below:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- 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.

Grant: CDBG-DR #M0033

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Name and Title of Signer (print)

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Signature

---

Date

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

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

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

### CERTIFICATION BY BIDDER

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Name and Address of Bidder (include zip code)

1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes \_\_\_\_\_ No \_\_\_\_\_

2) Compliance reports were required to be file in connection with such contract or subcontract.

Yes \_\_\_\_\_ No \_\_\_\_\_

3) Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257).

Yes \_\_\_\_\_ No \_\_\_\_\_ None Required \_\_\_\_\_

4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes \_\_\_\_\_ No \_\_\_\_\_

---

Name and Title of Signer (print)

---

Signature

---

Date

## CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

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Name of Prime Contractor

Project Name: Hill Community Revitalization of Commercial Buildings

Project Number: CDBG-DR # M0033

The undersigned hereby certifies that:

- A. Section 3 provisions are included in the Contract.
- B. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- C. No segregated facilities will be maintained.

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Name and Title of Signer (print)

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Signature

---

Date

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Hill Community Revitalization of Commercial Buildings, CDBG-DR Project # M0033

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your Bid for Contract has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Owner: City of Apalachicola

By: \_\_\_\_\_  
Hon. Brenda Ash, Mayor

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## AGREEMENT FOR CONTRACTOR SERVICES

### CITY OF APALACHICOLA HILL COMMUNITY REVITALIZATION CDBG-DR PROJECT NUMBER M0033

This Agreement made as of this \_\_\_\_ day of, \_\_\_\_\_, 2025, by and between the **City of APALACHICOLA**, Florida - (the "CITY"), and \_\_\_\_\_ authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is \_\_\_\_\_, Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

#### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **HILL COMMUNITY REVITALIZATION CDBG-DR PROJECT NUMBER M0033**.

**CONTRACTOR shall comply with, and shall ensure that all subcontractors comply with, all applicable procedures, guidelines, manuals, standards, and directives as described in EXHIBIT A: Required Contract Terms & Conditions – Hill Community Revitalization Subrecipient Agreement M0033; EXHIBIT B: HUD-4010 – Federal Labor Standards Provisions and Davis Bacon Wage Decision; EXHIBIT C: Minority Business Enterprises / Women's Business Enterprises / Veteran-Owned Businesses; EXHIBIT D: Environmental Review Record Required Mitigation Measures and Conditions; and EXHIBIT E: Section 3 Clause and Section 3 Required Forms.**

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

#### **ARTICLE 2 – SCHEDULE**

The CONTRACTOR will commence the work required by the contract documents within **10** calendar days after the date of the Notice to Proceed and will substantially complete the project within **150** consecutive calendar days and fully complete the project within **30** days thereafter, unless the period for completion is otherwise extended by the contract documents.

#### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$\_\_\_\_\_, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY (retainage).

- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY’S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

## **ARTICLE 8 – INSURANCE & BONDS**

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of APALACHICOLA, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

## **ARTICLE 9 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

Liquidated damages shall be paid to the CITY at the rate of \$500 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

#### **ARTICLE 11 - ARREARS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

**PUBLIC RECORDS LAW.** CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of APALACHICOLA in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of APALACHICOLA and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Sheneidra Cummings, City Clerk, at 850-653-9319, by email at [scummings@cityofapalachicola.com](mailto:scummings@cityofapalachicola.com), or via mail, at 1 Bay Avenue, Apalachicola, FL 32320.**

#### **ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

#### **ARTICLE 14 - CONTRACT ASSIGNMENT**

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### **ARTICLE 15 - AMENDMENT**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 16 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 17 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 18 - SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY**

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

## **ARTICLE 20 - MODIFICATION**

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 21 - CONTRACT DOCUMENTS**

The other documents which comprise the entire Agreement are described below and incorporated herein by reference and consist of the following:

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
  - Bid Certification Form
  - Drug-Free Workplace Certification
  - Public Entity Crimes Statement
  - Anti-Collusion Clause
  - Proprietary/Confidential Information Disclosure
- G. Addenda (if any),
- H. Performance & Payments Bonds, (if required)
- I. Notice of Award,
- J. Engineered Drawings, if required.
- K. EXHIBIT A: Required Contract Terms & Conditions – Hill Community Revitalization Program Subrecipient Agreement M0033
- L. EXHIBIT B: HUD-4010 – Federal Labor Standard Provisions and Davis Bacon Wage Decision
- M. EXHIBIT C: Minority Business Enterprises, Women's Business Enterprises, and Veteran-Owned Businesses
- N. EXHIBIT D: Environmental Review Record Required Mitigation Measures and Conditions
- O. EXHIBIT E: Section 3 Clause and Section 3 Required Forms

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

**ARTICLE 22 - VENUE**

All applicable laws, regulations and ordinances of the State of Florida, Franklin County and the City of Apalachicola will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Franklin County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

**ARTICLE 23 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Apalachicola  
1 Bay Avenue  
Apalachicola, Florida 32320  
Attention: Sheneidra Cummings, City Clerk  
Phone: (850) 653-9319  
Email: [scummings@cityofapalachicola.com](mailto:scummings@cityofapalachicola.com)

With a copy to:

Daniel W. Hartman, City Attorney  
P.O. Box 10910  
Tallahassee, FL 32302  
Phone: (850) 386-4242  
Fax: (850) 386-4241

and if sent to the CONTRACTOR shall be mailed to:

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Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF APALACHICOLA, FLORIDA

Attest: \_\_\_\_\_

Sheneidra Cummings,  
City Clerk

By: \_\_\_\_\_

Charles Anderson, City Manager

Contractor Witnesses:  
(2 REQUIRED)

Contractor:

Witness: \_\_\_\_\_

Name

\_\_\_\_\_

Business Name

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Signature

Witness: \_\_\_\_\_

Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

## **BONDING AND INSURANCE REQUIREMENTS**

### The Common Rule

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency must make a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or, certified check, accompanying a bid as assurance that the bidder will, upon acceptance of his / her bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

References 41-16-50 through 41-16-63 of the Code of Florida of 1975 as amended through the 1981 Regular Session.  
OMB Circular A-102 Attachment B.

As a minimum a local unit of government or any subdivision thereof receiving a grant from the state/federal government will be required to cause to be furnished the following:

### Bid Bonds

All bidders must furnish a bid bond on any contract exceeding \$10,000 and may be required on amounts less than \$10,000 at the discretion of the locality; provided that bonding is available for such services, equipment or materials. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 the bid bond shall not be less than five percent of the bid price. See additional requirement for PUBLIC WORKS CONTRACTS.

The bid bond shall consist of a "guarantee" such as a bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his / her bid, execute such contractual documents as may be required within the time specified.

### Performance Bonds

All bidders may be required to furnish a performance bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 such bond shall be not less than 100 percent of the contract price. See additional requirement for PUBLIC WORKS CONTRACTS.

A performance bond is one executed in connection with a contract to secure fulfillment of all of the contractor's obligations under such contract.

### Payment Bond or Surety Bond

All bidders may be required to furnish a surety or payment bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 such bond shall be not less than 100 percent of the contract price. See additional requirements for PUBLIC WORKS CONTRACTS.

A payment bond or surety bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Reference 39-1-1 in its entirety, Code of Florida of 1982 as amended through the 1981 Regular Session.

### Public Works Contracts - For Contracts of \$5,000 to \$99,999

While the foregoing information is applicable on all contracts in the minimums and maximums as specified, there are special requirements for contracts on public works setting certain constraints within those minimums and maximums.

### Performance Bonds and Surety or Payment Bonds

Any person, firm or corporation entering into a contract with any county or municipal corporation or subdivision thereof for repair, construction or prosecution of any public buildings or public work, highways, or bridges shall be required, before commencing such work, to execute a performance bond for not less than 100 percent of the contract price.

The contractor shall immediately after completion of the contract give notice of said completion by an advertisement in some newspaper of general circulation published within the city or county or town wherein the work has been done for a period of four (4) successive weeks.

In no instance shall a final settlement be made upon the contract-until the expiration of 30 days after completion of same.

Proof of publication shall be made by the contractor to the contracting authority by affidavit of the publisher and a printed copy of the notice published. If there is no newspaper published in the county where the work is done, the notice may be given by posting at the courthouse for 30 days, and proof of same shall be made by the probate judge or sheriff and the contractor.

### Bid Bonds

All bidders shall furnish a bid bond in an amount not less than five (5) percent of the bid price.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

---

(Name of Contractor)

---

(Address of Contractor)

a corporation, hereinafter called Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto  
**City of Apalachicola, 1 Bay Avenue.; Apalachicola, Florida 32320**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HILL COMMUNITY REVITALIZATION OF COMMERCIAL BUILDINGS, CDBG-DR PROJECT # M0033**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in **five (5)** counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary) By

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

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

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

Surety

By \_\_\_\_\_

(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_  
Witness as to Surety

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

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

---

(Name of Contractor)

---

(Address of Contractor)

a corporation, hereinafter called Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto  
**City of Apalachicola, 1 Bay Avenue; Apalachicola, Florida 32320**

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HILL COMMUNITY REVITALIZATION OF CONCRETE SIDEWALKS, CDBG-DR PROJECT # M0033**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND, the Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in **five (5)** counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary) By

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

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

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

Surety

By \_\_\_\_\_

(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_  
Witness as to Surety

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

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned \_\_\_\_\_, the duly authorized and acting legal representative of the **City of Apalachicola**, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Project: **Hill Community Revitalization of Commercial Buildings**

\_\_\_\_\_

**CDBG-DR PROJECT # M0033**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_

of 20 \_\_\_\_\_, on or before \_\_\_\_\_ of 20 \_\_\_\_\_, and you are to complete the WORK within **ninety (90)** consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_ of 20 \_\_\_\_\_.

Owner: City of Apalachicola

By \_\_\_\_\_

Hon. Brenda Ash, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# **ATTACHMENT A**

## **Required Contract Terms and Conditions Florida Commerce CDBG-DR Hometown Revitalization Program Subrecipient Agreement M0033 – Hill Community Revitalization Project**

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### **1. GENERAL**

This contract will be paid for in whole or in part with Community Development Block Grant – Disaster Recovery funding (CDBG-DR) from the U. S. Department of Housing and Urban Development (“HUD”) and FloridaCommerce for activities authorized under Title I of the Housing and Community Development Act of 1974 and as described in the 2020 State of Florida Action Plan for Disaster Recovery. As such this contract is subject to the applicable terms and conditions of **Subrecipient Agreement M0033** (the “Subrecipient Agreement”) between FloridaCommerce and the **City of Apalachicola** (the “Subrecipient”), 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200 (including Appendix II to Part 200), 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other State and Federal laws, rules, regulations, and policies governing the funds provided through the Subrecipient Agreement, as now in effect and as may be amended from time to time.

The contractor and all subcontractors shall be bound by the terms of the aforementioned Subrecipient Agreement, as applicable, as well as any applicable State and Federal laws, rules, and regulations.

The Subrecipient Agreement allocates total funding of \$935,753 (100%) for this project, which includes \$910,753 (97.3%) in CDBG-DR funds and \$25,000 (2.7%) in non-federal Funding.

### **2. CONTRACT RECORDS**

The Subrecipient is required to retain sufficient records and supporting documentation to demonstrate contractor and subcontractor compliance with the terms and conditions of the Subrecipient Agreement for a period of **six (6) years from project closeout**. The contractor shall similarly retain all documentation demonstrating contractor and subcontractor compliance with applicable terms and conditions of the Subrecipient Agreement for a period of **six (6) years from project closeout**. The contractor shall submit any documentation that may be needed by the Subrecipient to satisfy this requirement, and shall, if requested, allow access to its records related to this project at reasonable times to representatives of FloridaCommerce, 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 or representatives of the Federal government or their duly authorized representatives.

### 3. HOLD HARMLESS

As required the Subrecipient Agreement, the contractor shall hold FloridaCommerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under any Contract resulting from this solicitation.

### 4. REPORTING

As required by the Subrecipient Agreement, the Subrecipient is required to document the contractor's progress in performing work funded through the Agreement. The contractor shall provide information to the Subrecipient that may be necessary to satisfy this requirement. Such information may include, but is not limited to:

- Certification regarding Debarment, Suspension, and Other Responsibility Matters for the Prime Contractor and Subcontractors.
- Section 3 Participation Reports for the Prime Contractor and Subcontractors.
- U.S. Department of Labor Weekly Payroll Reporting Forms for the Prime Contractor and Subcontractors (required for Davis-Bacon Compliance).
- Information needed to complete Form HUD 2880 – Applicant / Recipient Update / Disclosure Report.
- Information needed to complete Monthly and Quarterly Progress Reporting.
- Information needed to complete HUD Form 2516 - Contract and Subcontract Activity Form.
- Information needed to complete Section 3 Quarterly Reporting Requirements.

### 5. DEBARMENT AND SUSPENSION

The Subrecipient is required to comply with CDBG regulations regarding debarred or suspended activities (24 CFR 570.609, 24 CFR 570.489, as applicable), pursuant to which CDBG funding must not be provided to excluded or disqualified persons. **The contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.** The contractor shall be registered with SAM.gov to obtain a Unique Entity Identifier (UEI) number, such that Debarment and Suspension status can be confirmed.

**This requirement also applies to any subcontract expected to equal or exceed \$25,000.**

### 6. SECTION 287.133(2)(a)

Pursuant to Section 133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and

may not transact business with any public entity in excess of thirty-five thousand dollars (\$25,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. **The contractor represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.**

#### **7. SECTION 287.134(2)(a)**

Pursuant to Section 134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. **The contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.**

#### **8. EMPLOYMENT ELIGIBILITY VERIFICATION**

In accordance with 448.095, F.S.:

- The contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Subrecipient **WILL NOT** enter into a contract unless the contractor registers with and uses the E-Verify system.
- The contractor and any subcontractors shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility.
- The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov>

Furthermore, the Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification. The Contractor shall retain all verification forms for any individuals hired who will perform any services under this contract.

#### **9. FALSE CLAIMS**

In accordance with the Subrecipient Agreement, the following statement is hereby included in these terms and conditions:

"Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under U.S.C. 287, 1001, and 31 U.S.C. 3729."

## **10. RESIDENTIAL GREEN BUILDING STANDARD (IF APPLICABLE)**

Construction contracts for new or replacement housing require the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224, on Monday, November 21, 2016.

## **11. PROCUREMENT AND CONTRACTOR OVERSIGHT**

The Subrecipient Agreement requires the Subrecipient to comply with the procurement standards in 2 CFR 200.318-327 when procuring property and services under the Subrecipient Agreement. This contract is also subject to these standards, such that any applicable obligations stated therein are binding upon the contractor and all subcontractors (if any). Such obligations include, but are not limited to, the following:

### **A. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS (See 2 CFR 200.321):**

When possible, the contractor and all subcontractors should ensure that small businesses, minority businesses (MBE), women's business enterprises (WBE), veteran-owned businesses (VOB), and labor surplus area firms (See U.S. Department of Labor's list) are considered. Such consideration means:

- These business types are included on solicitation lists;
- These business types are solicited whenever they are deemed eligible as potential sources;
- Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring a contractor under a Federal award to apply this section to subcontracts.

**THE CONTRACTOR MUST DOCUMENT ALL EFFORTS TO UTILIZE THESE BUSINESS TYPES.**

**SEE ATTACHED LISTING OF MBE/WBE/VOB ENTITIES OPERATING IN THE PROJECT AREA, WHICH SHOULD BE USED WHEN HIRING SUBCONTRACTORS AND / OR CONSULTANTS.**

### **B. DOMESTIC PREFERENCES FOR PROCUREMENTS (See 2 CFR 200.322):**

The contractor and all subcontractors should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this

section must be included in all subawards, contracts, and purchase orders under Federal awards.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**C. PROCUREMENT OF RECOVERED MATERIALS (See 2 CFR 200.323):**

A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (See 2 CFR 200.216):**

As applicable, the contractor and all subcontractors shall comply with 2 CFR 200.216, as further described below:

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain covered telecommunications equipment or services;
  - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471

### **13. LABOR AND EMPLOYMENT**

#### **A. DAVIS-BACON ACT:**

This contract is subject to the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended. The contractor shall ensure that all laborers and mechanics employed 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. **SEE ATTACHED "HUD-4010 - FEDERAL LABOR STANDARDS PROVISIONS AND WAGE DETERMINATION" FOR DETAILED WAGE REQUIREMENTS.**

**B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

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.

**C. COPELAND ANTI-KICKBACK ACT:**

This contract is subject to 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. Documentation of compliance with applicable hour and wage requirements shall be submitted to the Subrecipient.

**D. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 ("SECTION 3 CLAUSE"):**

The following Section 3 Clause shall apply to this contract and **SHALL** be included in every subcontract issued in conjunction with this project:

- I. 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.
- II. 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.

- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. 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 actions, 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.
- V. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. 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.
- VII. 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).

**E. SECTION 3 BENCHMARKS AND REPORTING:**

A. Benchmarks: Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

**SEE ATTACHED "SECTION 3 REQUIRED FORMS". THESE MUST BE COMPLETED AND SUBMITTED WITH THE BID PACKAGE.**

B. Reporting: If the contractor's reporting indicates that the contractor has not met the Section 3 benchmarks described in 24 CFR 75.23, pursuant to 24 CFR 75.25(b), the contractor must report in a form prescribed by HUD on the qualitative nature of its activities and those pursued by the contractor and subcontractors.

C. The contractor shall comply with any Section 3 Project Implementation Plan documents, if any, provided to the Subrecipient by HUD or FloridaCommerce, which may be amended from time to time for HUD reporting purposes.

**14. HATCH ACT**

No funds provided through this project shall be in any way or to any extent used to engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**15. ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS**

The attached Environmental Mitigation Measures and Conditions have been adopted by the Subrecipient to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the authorities and factors evaluated in the Environmental Review Record.

**The contractor and all subcontractors shall ensure that these measures and conditions are strictly observed throughout construction activities.**

**SEE ATTACHED ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS.**

**16. CLEAN AIR AND WATER ACT**

For Prime Contracts in excess of \$100,000, the 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. The contractor shall report any violation of the above to the Subrecipient and FloridaCommerce.

**17. ENERGY EFFICIENCY**

The 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.

**18. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Contract will be American-made.

**19. EQUAL EMPLOYMENT OPPORTUNITY (See 41 CFR 60-1.4(b))**

The contractor and all subcontractors shall abide by the Equal Employment Opportunity Laws of the United States. 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 setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **20. LOBBYING PROHIBITION**

No funds or other resources received from FloridaCommerce under the Subrecipient Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

The contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The language of Paragraphs 1 through 4 of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The contractor and all subcontractors 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 a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **21. PRO-CHILDREN ACT**

If applicable, the 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. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) 103-277, the Contractor 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.

## **22. LICENSING AND PERMITTING**

All contractors and subcontractors performing work on this project shall have current licenses and permits that may be required for the particular work for which they are engaged to perform.

## **23. 2 CFR 200 APPENDIX II TO PART 200**

In addition to other provisions required by HUD or FloridaCommerce, all contracts made by the Subrecipient under the Subrecipient Agreement must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. [PROCUREMENT OF RECOVERED MATERIALS]

(K) See §200.216. [PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT]

(L) See §200.322. [DOMESTIC PREFERENCES FOR PROCUREMENTS]

**ATTACHMENT B**

**HUD-4010 – FEDERAL LABOR STANDARDS PROVISIONS**

**AND**

**DAVIS BACON WAGE DECISION**

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**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](mailto: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](mailto: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~~ <sup>\*\*</sup> 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 journeyworkers 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 journeyworkers 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.

"General Decision Number: FL20250011 06/27/2025

Superseded General Decision Number: FL20240011

State: Florida

Construction Type: Building

County: Franklin County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

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

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

Modification Number	Publication Date
0	01/03/2025
1	06/27/2025

\* ELEC1205-004 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 33.50	13.85
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ENGI0673-007 05/01/2024		

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane & Bridge Crane.	\$ 35.41	13.60
Tower Crane; Locomotive Crane; Crawler Crane;		
Truck Crane; & Hydro Crane..	\$ 35.41	13.60
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IRON0597-004 04/01/2024		

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 29.50	12.98
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* SUFL2009-046 05/22/2009		

	Rates	Fringes
CARPENTER.....	\$ 12.92 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.50 **	0.00
LABORER: Common or General.....	\$ 8.14 **	0.00
LABORER: Pipelayer.....	\$ 11.42 **	1.95
OPERATOR: Backhoe/Excavator.....	\$ 12.43 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 9.58 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.10 **	0.00
PLASTERER.....	\$ 15.90 **	0.00
PLUMBER.....	\$ 10.48 **	2.06
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 12.00 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 11.72 **	2.19
TRUCK DRIVER, Includes Dump and 10 Yard Haul Away.....	\$ 8.00 **	0.15
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher

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

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

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

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

#### ----- 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"

## **ATTACHMENT C**

**MINORITY BUSINESS ENTERPRISES**

**WOMEN'S BUSINESS ENTERPRISES**

**VETERAN-OWNED BUSINESSES**

*\*\*Note: This list is provided as a resource. You may utilize MBE/WBE/VOB companies even if they are not included on this list.\*\**

MBE	WBE	Veteran		Vendor Name	Contact	Email	Address	City	State	Phone Number
		Owned								
X	X	X		A Nelson Company LLC	Sonia Nelson	snelson@anelsoncompany.com	93 Baptist Hill Rd	Sopchoppy	FL	850-393-1221
	X			A-1 Air Conditioning of North Florida, Inc.	Carolyn Koch	at1airconditioning@gmail.com	30 Tomahawk Cir	Eastpoint	FL	(850) 670-4119
		X		A1 Independent Consulting	NORMAN HAMMOCK	NHAMMOCK@AOL.COM	110 EAST SEASCAPE DRIVE	CAPE SAN BLAS	FL	850-247-8787
	X			Amazing Mail Solutions, Inc.	Shannon Larson	shannon@ams-florida.com	2671 Crawfordville Highway	Crawfordville	FL	850-926-2995
		X		Apalachee Bay Marine Services	Joel Singletary	jsingletary@seatown.com	PO Box 481	Panacea	FL	(850) 984-3456
		X		Attack-One Fire Management Services, Inc	Kevin Carter	kevin@attack-one.com	2737 Coastal Hwy	Crawfordville	FL	850-926-6534
	X			CMV Concrete Service Manhole & Valve Adjustments, LLC	Christina Hatcher	2023cmv@gmail.com	2480 Spring Creek Highway	CRAWFORDVILLE	FL	(850) 570-9044
	X			Forward Wellness, LLC	Courtney Davis	courtney@forwardwellnessgroup.com	1616 Crawfordville Hwy	Crawfordville	FL	(850) 343-5800
	X			G3 Construction Group, Inc.	Carl Gilbert	sharon@g3const.com	16998 NW Charlie Johns Street	Blountstown	FL	(850) 653-6779
	X			HLK Hauling	Leah Poppell	hlkhauling@gmail.com	204 Jim French Rd	crawfordville	FL	(850) 661-6929
X	X			Hydra Engineering & Construction, LLC	Leslie Weiss	lahope@hydraengineering.com	36 Jasper Thomas Road	Crawfordville	FL	850-926-2593
		X		neilforrest.com	Neil Forrest	neil@neilforrest.com	5320 State Road 30A undefined	Port Saint Joe	FL	(850) 519-0328
	X			OVID Solutions LLC	Julie Dennis	Julie@ovidolutions.net	47 Andrew J Hargrett Sr. Rd.	Crawfordville	FL	850-270-3277
X				Quartress of Tallahassee Inc	Don Tolliver	quartress@gmail.com	53 Bridle Gate Dr	Crawfordville	FL	850-339-9311
	X			Red Enterprises, LLC	Amy Fuller	amy@redenterprises.net	404 NW 11th Street	Carrabelle	FL	(850) 508-8909
X				Robinson Painting service LLC	Frederick Robinson	colemansonij@gmail.com	167 Carousel Circle	Crawfordville	FL	850-590-6406
		X		Rogers Brothers Land Clearing	Jena Rogers	rogersbrotherslandclearing@hotmail.com	9788 SW Rogers Lane	Bristol	FL	850-510-3689
X	X			S&R Limited, LLC	Alean Smith	admin@srlimitedco.com	2343 Crawfordville Hwy Ste. 107 #113	Crawfordville	FL	(850) 792-2636
X				S&R Limited, LLC	Alean Smith	admin@srlimitedco.com	2343 Crawfordville Hwy Ste. 107 #113	Crawfordville	FL	(850) 792-2636
		X		Trulight LLC	Jonathan Kilpatrick	jonathan.kilpatrick@trulightconsulting.com	458 Northwood Road	Crawfordville	FL	(850) 545-1525
		X		Underwood Sloan & Associates, LLC	Calvin Sloan	calvin@underwoodslloan.com	77 Ponderosa Drive	Crawfordville	FL	(850) 443-5871
Source: https://vendor.myfloridamarketplace.com/search/vendor										
Accessed: October 17, 2024										

## **ATTACHMENT D**

### **ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS**

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The following Environmental Mitigation Measures and Conditions have been adopted by the Subrecipient to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the authorities and factors evaluated in the Environmental Review Record.

**The contractor and all subcontractors shall ensure that these measures and conditions are strictly observed throughout construction activities.**

<b>Law, Authority, or Factor</b>	<b>Mitigation Measure</b>
Historic Preservation	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 vicinity of the discovery. The contractor shall contact the Project Engineer and Project Owner, as well as the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333, as well as tribes that were consulted. Project activities shall not resume without verbal and/or written authorization. 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.
Floodplain Management	The contractor and all subcontractors will observe best management practices throughout construction to minimize adverse impacts to the floodplain and will comply with state and local floodplain protection procedures

**ATTACHMENT E**  
**SECTION 3 CLAUSE**  
**AND**  
**SECTION 3 REQUIRED FORMS**

*\*\*Note: Applicable Section 3 Forms **MUST** be completed  
and submitted **WITH THE BID PACKAGE.** \*\**

*Additional guidance is provided on Form 1.*

### SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. 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.
- II. 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.
- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. 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 actions, 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.
- V. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. 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.
- VII. 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).

## FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS

### **Instructions:**

This form must be completed for ALL projects and must be submitted with bid or application for funding.

### **Project Information**

Project Name: M0020 – WATER MAIN INSTALLATION - NORTH PHASE
Project Location or Address(es): Gulf County, FL

### **Developer/Contractor Information:**

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:

- ☐ Your business is at least 51% owned and controlled by low- or very low-income persons
- ☐ Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- ☐ Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- ☐ None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ Yes ☐ No

3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No

If your bid/contract amount is not greater than \$200,000, then you must submit the following forms with your bid or application for funding:

1. FORM 1 – Section 3 Assessment and Certifications
2. FORM 2 – Subcontractor Information

If your bid/contract amount is greater than \$200,000, and neither you nor your subcontractors are certifying as a Section 3 Business Concern as of bid submittal, you must submit the following forms with your bid or application for funding:

1. FORM 1 – Section 3 Assessment and Certifications
2. FORM 2 – Subcontractor Information
3. FORM 3 – Employee Roster
4. FORM 4 – Planned Qualitative Efforts

If your bid/contract amount is greater than \$200,000, you must submit Forms 1-5 with your bid or application for funding. If you or any of your subcontractors are certifying as a Section 3 Business Concern as of bid submittal, Form 6 and Form 7 and/or Form 8 must be included for each contractor or subcontractor claiming Section 3 status at bid onset.

1. FORM 1 – Section 3 Assessment and Certifications
2. FORM 2 – Subcontractor Information
3. FORM 3 – Employee Roster
4. FORM 4 – Planned Qualitative Efforts
5. FORM 5 – Section 3 Contract Clause
6. FORM 6 – Section 3 Business Concern Certification
7. FORM 7 – Section 3 Worker and Targeted Section 3 Worker Self Certification
8. FORM 8 – Section 3 Worker and Targeted Section 3 Worker Employer Certification

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete Form 1 and Form 2 and submit them with my bid even if my bid is under \$200,000.	<input type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included/will include the Section 3 Clause (Form 5) in all subcontracts for which Section 3 compliance is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit monthly and final Section 3 reports, associated forms as applicable and supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and all other applicable forms as required and attached them to my bid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*

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

\_\_\_\_\_  
Date

## SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)

### 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 weekly, monthly, and quarterly on the status of the Plan.

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

Grant No: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Contact Person / Phone #: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

### **Are you a Certified Section 3 Business Concern?**

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☐ No, but will work with the Grant Administrator 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 Work Hours**

The contractor has 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 below shall apply to project hours worked including subcontracting. The Contractor's minimum Section 3 goals are as follows:

- Twenty-Five percent (25%) of the total hours on a section 3 project must be worked by Section 3 workers; and
- Five Percent (5%) of the total hours on a section 3 project must be worked by Targeted Section 3 workers.

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:

- 1<sup>st</sup>: 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).
- 2<sup>nd</sup>: Participants in HUD YouthBuild programs (category 2 residents).
- 3<sup>rd</sup>: 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.
- 4<sup>th</sup>: 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:

- 1<sup>st</sup>: 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
- 2<sup>nd</sup>: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD YouthBuild programs (category 2 businesses);
- 3<sup>rd</sup>: Other section 3 business concerns.

### Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low--income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures according to 24 CFR 75.25 (b)(1-14) 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 some of the examples as set forth in the Section 3 Compliance section.

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 Worker" is
  - Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
    - 1 The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
    - 2 The worker is employed by a Section 3 business concern.
    - 3 The worker is a YouthBuild participant.
  - 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.
- b. A "Targeted Section 3 Worker" is
  - A worker employed by a Section 3 business concern; or
  - A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    - 1 Living within the service area or the neighborhood of the project, as defined in [§ 75.5](#); or
    - 2 A YouthBuild participant.
- c. "Section 3 business concern" means a business concern—
  - A business concern meeting at least one of the following criteria, documented within the last six-month period:
    - 1 It is at least 51 percent owned and controlled by low- or very low-income persons;
    - 2 Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
    - 3 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.
- d. A new hire means a full--time employee for a new permanent, temporary, or seasonal employment opportunities.
- e. 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,

dieticians, 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 75.27 or Form 5.

### **Section 3 Reporting/Recordkeeping by Contractor**

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a weekly, monthly, and quarterly basis on the provided Section 3 Compliance Report. The state pass-through agency or its designee 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 the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor. As the contractor or 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 will 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., 25 percent of hours for section 3 workers and 5 percent of hours for targeted section 3 workers). In addition, the efforts to comply with Section 3 shall be reported each week, month, and quarter as directed by the state pass-through agency and any required documentation shall be submitted as set forth below. Reports in a form provided by the administrator shall be required each month and quarter capturing the following data:

- The number of section 3 and targeted section 3 hours worked on the project
- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and Certifications of all Section 3 employees.
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

### **Section 3 Compliance Monitoring of Contractors and Subcontractors**

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

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Date

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Signature of Company Representative

## FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted with bid or application for funding. If the project will receive over \$200,000 in HUD funds, this form must be updated and re-submitted at the time of contract execution and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
M0020 – WATER MAIN INSTALLATION - NORTH PHASE			

Check the box that applies and complete the table if applicable:

- ☐ This project WILL NOT utilize subcontractors.
- ☐ This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount	Section 3 Business Concern (Y/N)**
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

**\*\*If the subcontractor is identified as a Section 3 Business Concern, bidder must include a *Section 3 Business Concern Certification* along with all the supporting documentation required.**

### FORM 3 – EMPLOYEE ROSTER

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
M0020 – WATER MAIN INSTALLATION - NORTH PHASE			

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)**	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of all labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

**\*\* If Section 3 status is marked "Yes", bidder must submit a *Section 3 Self Certification Form* or a *Section 3 Employer Self Certification Form*.**

**FORM 4 – PLANNED QUALITATIVE EFFORTS**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date
M0020 – WATER MAIN INSTALLATION - NORTH PHASE			

1. Describe all efforts you will make to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

2. Describe all efforts you will make to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

## FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

3. Describe all additional qualitative efforts you will make to comply with Section 3 requirements. See below for examples.

### Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
  - Provide training or apprenticeship opportunities
  - Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
  - Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
  - Hold one or more job fairs
  - Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
  - Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
  - Help Section 3 workers to obtain financial literacy training and/or coaching
  - Engage in outreach efforts to identify and secure bids from Section 3 business concerns
  - Provide technical assistance to help Section 3 business concerns understand and bid on contracts
  - Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
  - Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
  - Promote 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
  - Other:
4. If there will be employment opportunities associated with your project, attach a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

## FORM 5 – SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clauses:

- I. 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.
- II. 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.
- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. 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 actions, 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.
- V. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. 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.
- VII. 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).

**FORM 6 - SECTION 3 BUSINESS CONCERN CERTIFICATION – 2024**

**Instructions:**

1. This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Business Name:	Address:
Authorized Representative:	Title:
Phone #:	Email:

1. Does the business listed above qualify as a Section 3 business concern as outlined in 24 CFR 75.5?

☐ Yes   ☐ No

The business qualifies a Section 3 business concern if it satisfies at least one of the following criteria, as documented within the last six-month period (*check all that apply*).

- ☐ The business is at least 51% owned and controlled by low- or very low-income persons based on the HUD income limits reported below.
- ☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers as defined by 24 CFR Part 75 – i.e., workers who currently are, or when hired within the past five years were low-income persons or YouthBuild participants.

**Documentation in support of the qualification as a Section 3 business concern that you have selected above must be submitted along with this form. This documentation can be found on page 2 of this Form.**

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**Business Concern Affirmation**

I affirm that the above statements 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 the subrecipient 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: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM 6 - SECTION 3 BUSINESS CONCERN CERTIFICATION – 2024 - CONTINUED**

**Section 3 Business Concern Documentation**

**If claiming Section 3 Business Concern status, the following must be submitted for each numbered section chosen by each contractor/subcontractor:**

1. The business is at least 51% owned and controlled by low- or very low-income persons based on the HUD income limits reported below.
  - a. Section 3 Worker and Targeted Section 3 Worker Self Certification(s) for all owners claiming Section 3 status for current year
  - b. Copy of most recent individual income tax return for all owners claiming Section 3 status
  - c. Copy of the operating agreement showing ownership percentages
2. At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
  - a. Section 3 Worker and Targeted Section 3 Worker Self Certification for all owners claiming Section 3 status for current year
  - b. Copy of lease in a federally assisted program **or** copy of evidence of participation in public assistance program that assists low or very low-income persons **or** copy of receipt of public assistance for all owners claiming Section 3 status
  - c. Copy of the operating agreement showing ownership percentages
3. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers as defined by 24 CFR Part 75 – i.e., workers who currently are, or when hired within the past five years were, low-income persons or YouthBuild participants.
4.
  - a. Listing of all projects in which work was conducted over the last three months
  - b. Total hours worked for all projects over the last three months for all workers
  - c. Total labor hours worked for all projects over the last three months for all Section 3 workers and targeted Section 3 workers
  - d. Certified payroll reports which tie back to hours reported in (b) and (c) listed above
  - e. Section 3 Worker and Targeted Section 3 Worker Self Certification forms for all Section 3 workers and/or Section 3 Worker and Targeted Section 3 Worker Employer Certification forms for all Section 3 workers
  - f. If project work was completed and contract was closed out over the previous three months, verification from the Section 3 funded subrecipient that the contractor/subcontractor was certified as Section 3 compliant upon project completion. If provided, then (b), (c), (d), and (e) are not required to be submitted at bid submittal. However, if bid is awarded, contractor/subcontractor will be responsible for ensuring all relevant Section 3 documentation is included with monthly reports.

**FORM 7 - SECTION 3 WORKER AND TARGETED SECTION 3  
WORKER SELF-CERTIFICATION: 2025  
Franklin County, FL Area : Effective 04/01/2025**

**Instructions:**

1. A section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75 (21).
2. Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Submitted to: \_\_\_\_\_ ("Contractor") ("Subcontractor").

I, \_\_\_\_\_, am a legal resident of \_\_\_\_\_.

My permanent address is: \_\_\_\_\_

I am a Section 3 resident because **(must check one)**:

- ☐ I am currently employed by a Section 3 business concern.
- ☐ I am currently, or within the past five years have been, living within one mile of the Section 3 project.
- ☐ I am currently, or within the past five years have been, a Youth Build participant.
- ☐ I am currently below the income limit for this year or at the time of hire was below the income limit established by HUD for the past five years as indicated below. **(Please circle all years that apply)**

**Franklin County, FL Area**

Fiscal Year	2025 Eff. 4/01/25	2024 Eff. 4/01/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21	2020 Eff. 4/1/20
Low – Income (80% AMI)	\$42,500	\$38,950	\$36,650	\$34,650	\$32,550	\$31,050

***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.***

I can provide the following documentation as evidence of my status (if requested, I can provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low-income persons
- ☐ Copy of individual income tax return(s)

**Employee Affirmation**

I affirm that the above statements are true and complete, and hereby certify, under penalty of law, that the information provided is correct to the best of my knowledge and belief.

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM 8 - SECTION 3 WORKER AND TARGETED SECTION 3 WORKER EMPLOYER CERTIFICATION – 2025**  
**Franklin County, FL Area : Effective 04/01/2025**

**Instructions:**

1. Contractors on Section 3 projects must submit this form for each employee reported as a Section 3 worker or Targeted Section 3 Worker, as defined in 24 CFR Part 75 (21).

Section 3 Worker Name:	Address:
Position/Job Title:	Project:
Employer Name:	Authorized Representative Name and Title:
Employer Phone #:	Employer Email:

**1. Does the employee listed above qualify as a Section 3 worker per 24 CFR 75.5?**

☐ Yes ☐ No

A Section 3 worker means any worker who currently fits, or when hired within the past five years fit, at least one of the following criteria, as documented (*check all that apply*).

- ☐ The worker's income for the previous or annualized calendar year is below the income limit established by HUD as outlined below. (***Please circle all years that apply***)

**Franklin County, FL Area**

Fiscal Year	2025 Eff. 4/01/25	2024 Eff. 4/01/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21	2020 Eff. 4/1/20
Low – Income (80% AMI)	\$42,500	\$38,950	\$36,650	\$34,650	\$32,550	\$31,050

**2. Does the employee listed above qualify as a Targeted Section 3 worker per 24 CFR 75.21?**

☐ Yes ☐ No

A Targeted Section 3 worker means any worker who currently fits, or when hired within the past five years for, at least one of the following criteria, as documented (*check all that apply*).

- ☐ The worker is employed by a Section 3 business concern.
- ☐ The worker currently fits or when hired fit at least one of the following categories, as documented within the past five years.
- ☐ Living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; or
- ☐ A Youthbuild participant. (Attach a copy of the employee's self-certification.)

**Employer Certification**

By submitting this form, I hereby certify under penalty of perjury that the information provided above is true and correct, and that I am authorized on behalf of the company to make this certification. I agree to provide documentation verifying the employee's Section 3 eligibility if requested.

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION 011000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### **1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The submitted project consists of the work to be performed per the scope of each individual structure included in the bid package: AJ's Building, and Mini-Mall in Apalachicola, Florida.

#### **1.3 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy, if applicable.
  - 2. Prior to partial Owner occupancy, required inspections and tests shall have been successfully completed.
  - 3. The contractor shall endeavor to minimize dirt, dust, and other construction debris from entering the habitable areas of the schools to assist the Owner to maintain a clean environment for school functions.

#### **1.4 MISCELLANEOUS PROVISIONS**

- A. In situations where the Contractor needs a portion of the Work to be observed by the Architect and/or the Architect's consultant(s), the Contractor shall keep the Architect informed of the schedule weekly so that the Architect will have, at the very least, 24 hours notice of when the portion of work will be complete and ready to be observed. With the understanding that construction activities quite often require a flexible schedule, the Architect will attempt to respond to the Contractor's request for observation. The Contractor should be careful not to schedule work so tightly that there will not be time for a 24 hour lag between the time a stage of work is ready to be observed and the time the observation takes place.
- B. Where the Contract for the Work provides for compensation for additional work by the Architect at the Contractor's expense, the following process may be employed. The circumstances and additional charges shall be issued in writing by the Architect. The amount shall be deducted by a Change Order, or a Change Directive, from the Contract and the money shall be paid by the Owner to the Architect. These charges by the Architect are totally independent of, and are in addition to, any liquidated damages that may be stated in the Contract or otherwise sought by the Owner.

### **PART 2 – PRODUCTS AND PART 3 – EXECUTION NOT USED**

**END OF SECTION 011000**

## SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 MINOR CHANGES IN THE WORK

Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, by written documentation which include drawing if necessary.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
  - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Unless specifically waived or requested otherwise by the Architect, all Change Order Proposals involving a change in the contract amount are to be submitted as a lump sum proposal completely itemized for all increases and decreases, in accordance with this article and as prescribed elsewhere in these contract documents.
  - 3. All pertinent information relative to the pricing of the change order should be presented to the Architect with the Change Order Proposal in a manner that is self-explanatory and can be reviewed in the first submission.
  - 4. A complete itemized breakdown is required for both work by the General Contractor and for work by each subcontractor involved in the change.
  - 5. Each item of work shall be represented in the breakdown by its description, quantity, and unit of measure.

6. Pricing shall be in the form of unit prices based on the same unit of measure as the corresponding unit of work.
  7. Expenses for equipment shall be similarly represented indicating the equipment description, unit cost of rental.
  8. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  9. Labor is to be identified with the specific item of material to be placed or operation to be performed. The unit prices for labor are to be based on the wage rate less the labor burden. Labor burden should be applied as a percentage of the total of the unit labor costs. Labor burden is hereby defined as:  
"Worker's or Workmen's Compensation paid by the employer. Old Age and Unemployment Insurance paid by the employer. Social Security paid by the employer. Fringe Benefits."
  10. Requests for additional Contract Time shall be accompanied by a description of the reason(s) for the change and the effect they had, or will have, on the "Critical Path" of the construction schedule. Also, see Modifications to the General Conditions for extensions of time.
  11. Change Order Proposals not itemized in accordance with this article will be considered incomplete and may be returned to the General Contractor for resubmittal. No request for the addition of time to the Contract for delays due to the evaluation of a change order proposal will be considered if the change order proposal submitted does not comply with the guidelines stated above.
  12. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use form "Proposal Request" AIA Document G709.

1.5 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701 "Contract Change Order."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**

## **SECTION 012700 - UNIT PRICES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.

#### **1.3 DEFINITIONS**

Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **1.4 PROCEDURES**

- A. Unit prices include all necessary labor, material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
- B. The Unit Prices indicated on the "Unit Price Schedule" will be used to add to and deduct from the contract price depending on existing conditions discovered during the construction process.
- C. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- D. Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 UNIT PRICE SCHEDULE**

- A. Unit Price No. 1 - Removal and Replacement of Roof Decking:  
The scope of this unit price includes all aspects of decking replacement including, but not limited to, removal, haul-off, disposal, new decking procurement and placement.
  - 1. Description: Metal or wood decking, attic insulation.
  - 2. Unit of Measurement: per square foot.
- B. Unit Price No. 2 – Removal and Replacement of Wall Sheathing:  
The scope of this unit price includes all aspects of sheathing replacement including, but not limited to, removal, haul-off, disposal, new sheathing procurement and placement.
  - 1. Description: Plywood sheathing, wall insulation.
  - 2. Unit of Measurement: per square foot.

**END OF SECTION 012700**

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. The General Conditions of the Contract.
  - 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

#### 1.3 DEFINITIONS

**Schedule of Values:** A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.
    - f. List of products.
    - g. List of principal suppliers and fabricators.
    - h. Schedule of submittals.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
- B. Identification: Include the following Project identification on the Schedule of Values:
  - 1. Project name and location.
  - 2. Name of Architect.
  - 3. Architect's project number.
  - 4. Contractor's name and address.
  - 5. Date of submittal.
- C. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - 1. Related Specification Section or Division.
  - 2. Description of the Work.
  - 3. Name of subcontractor.
  - 4. Name of manufacturer or fabricator.
  - 5. Name of supplier.

6. Change Orders (numbers) that affect value.
  7. Dollar value.
  8. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- D. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  2. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  3. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
  4. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- E. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- F. Schedule Updating: For Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum, include each Change Order as a new line item on the Schedule of Values.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each prowl payment application, and associated required documentation, is the 25th day of each month. The period covered by each Application for Payment includes work completed during the previous thirty (30) day period. It is acceptable to fax a draft copy of the request for payment for preliminary review by the Architect. Upon approval, executed applications for payment may be sent for approval.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 7 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Submittal Schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. Copies of building permits.
  8. Certificates of insurance and insurance policies.
  9. Performance and payment bonds.
  10. Data needed to acquire the Owner's insurance.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Maintenance instructions.
    - d. Final cleaning.
    - e. Application for reduction of retainage and consent of surety.
    - f. Advice on shifting insurance coverages.
    - g. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  5. Transmittal of required Project construction records to the Owner.
  6. Proof that taxes, fees, and similar obligations were paid.
  7. Removal of temporary facilities and services.
  8. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900**

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. General project coordination procedures.
  - 3. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit (6) six opaque copies of each submittal. Architect will return (4) four copies.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.5 CONTRACTOR COMMUNICATION

- A. General: The contractor shall have a superintendent available at all times during the course of construction, the following methods of communication, without exception:
  1. Active E-Mail Account: Contractor shall have an established e-mail account by which all correspondence with architect can be facilitated in a timely manner.
  2. Mobile Phone: Contractor shall have an operational mobile phone both at the contractor's main office, and the job site.

#### 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; Quality Control Officer/Safety Officer, major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for requests for interpretations (RFIs).
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Submittal procedures.
    - j. Preparation of Record Documents.
    - k. Use of the premises.
    - l. Work restrictions.
    - m. Responsibility for temporary facilities and controls.
    - n. Construction waste management and recycling.
    - o. Parking availability.
    - p. Office, work, and storage areas.
    - q. Equipment deliveries and priorities.
    - r. First aid.
    - s. Security.
    - t. Progress cleaning.
    - u. Working hours.
- C. Progress Meetings: Conduct progress meetings 3 to 4 times a month at regular intervals mutually agreeable to participants depending on the phase of the project. Coordinate dates of meetings with preparation of payment requests. The location of these meetings may rotate between the various project locations for this project, as mutually decided by the Owner, Architect, and Contractor.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, Quality Control Officer/Safety Officer, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.

- 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Requests for interpretations (RFIs).
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Reporting: Record and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
  - 2. Division 1 Section "Product Requirements" for submitting test and inspection reports and Delegated-Design Submittals.
  - 3. Division 1 Section "Closeout Procedures" for submitting warranties.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Submit Submittal Schedule prior to submittal of first Application for Payment.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Allow 15 days for processing each resubmittal.
  - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.

- b. Date.
  - c. Name and address of Architect.
  - d. Name and address of Contractor.
  - e. Name and address of subcontractor.
  - f. Name and address of supplier.
  - g. Name of manufacturer.
  - h. Unique identifier, including revision number.
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Other necessary identification
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, if received from sources other than Contractor.
  - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit (6) six copies of each submittal, unless otherwise indicated. Architect will return (4) four copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Standard product operating and maintenance manuals.
    - g. Compliance with recognized trade association standards.
    - h. Compliance with recognized testing agency standards.
    - j. Application of testing agency labels and seals.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.

- c. Fabrication and installation drawings.
  - d. Roughing-in and setting diagrams.
  - e. Shopwork manufacturing instructions.
  - f. Design calculations.
  - g. Compliance with specified standards.
  - h. Notation of dimensions established by field measurement.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8 1/2 by 11 inches but no larger than 30 by 40 inches.
- 3. Number of Copies: Submit copies of each submittal, as follows:
  - a. Submit (6) six blue or black line prints. Architect will return (4) four prints. If submittal is required for operation and maintenance manuals, contractor shall reproduce approved submittal.
- D. Samples: Prepare physical units of materials or products, including the following:
  - 1. Comply with requirements in Division 1 Section "Product Requirements" for mockups.
  - 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample.
    - b. Product name or name of manufacturer.
    - c. Sample source.
  - 4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
    - a. Size limitations.
    - b. Compliance with recognized standards.
    - c. Availability.
    - d. Delivery time.
  - 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
    - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  - 6. Number of Samples for Initial Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Product Requirements."

- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- E. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- F. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- G. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Final Unrestricted Release: When the Architect marks a submittal "Concept Conforms," and there are no notes on or with the submittal by the Architect or Engineers, that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2. Final-But-Restricted Release: When the Architect marks a submittal "Concept Conforms with Notes Where Applicable," and there are notes on or with the submittal by the Architect or Engineers, that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Returned for Re-submittal: When the Architect marks a submittal "submit Specified Item," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
4. Returned for Re-submittal: When the Architect marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
5. Rejected: When the Architect marks a submittal "Rejected," do not proceed with that portion of the Work covered by the submittal. This stamp indicates that the products submitted are unacceptable as a component of the Work.
  - a. Do not use, or allow others to use, submittals marked "Submit Specified Item," "Revise and Resubmit," or "Rejected" at the Project Site or elsewhere where Work is in progress.
6. This review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. The contractor is responsible for:
  - a. dimensions to be confirmed and correlated at the jobsite
  - b. information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction
  - c. coordination of the Work of all trades
  - d. and for performing all work in a safe and satisfactory manner
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

**END OF SECTION 013300**

## SECTION 014000 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall coordinate inspections, tests, and other quality-control services required and specified elsewhere in the Contract Documents.
  - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
  - 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
  - 1. Provide access to the Work.
  - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  - 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  - 4. Provide facilities for storage and curing of test samples.
  - 5. Deliver samples to testing laboratories.

6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Provide security and protection of samples and test equipment at the Project Site.
- D. Owner Responsibility: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, Costs for these services are not included in the Contract Sum.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
  1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

#### 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
  1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - j. Test results and an interpretation of test results.
    - k. Ambient conditions at the time of sample taking and testing.
    - m. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
    - n. Name and signature of laboratory inspector.
    - p. Recommendations on retesting.

#### 1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
  1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

#### PART 2 - PRODUCTS (Not Applicable)

## PART 3- EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

**END OF SECTION 014000**

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. "Approved": The term "approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the General Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- J. "Installer": An installer is the Contractor or another entity engaged by the Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- K. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- L. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project.

#### 1.3 INDUSTRY STANDARDS

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

- C. **Conflicting Requirements:** Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
  - 1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. **Abbreviations and Names:** Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Heating and cooling facilities.
  - 4. Ventilation.
  - 5. Electric power service.
  - 6. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Stormwater control.
  - 2. Tree and plant protection.
- E. Related Sections include the following:
  - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 2. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Owner's construction forces.
  - 2. Occupants of Project.
  - 3. Architect.
  - 4. Testing agencies.
  - 5. Personnel of authorities having jurisdiction.
- B. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- C. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

#### 1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.5 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
  - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Water: Potable.

### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Prefabricated Mobile units or Job-built construction with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading. Provide the following for job-built construction:
  - 1. Exposed Lumber and Plywood: Paint with exterior-grade, acrylic-latex emulsion over exterior primer.
  - 2. Interior Walls: Paint with two coats of interior latex-flat wall paint.
  - 3. Roofs: Asphalt shingles or roll roofing.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a fiberglass reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap dispenser, bottled drinking water units, including paper cup supply.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid propane gas or fuel oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110-V to 120-V plugs into higher voltage outlets; equipped with ground fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V AC, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

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

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
  - 1. Provide rubber hoses as necessary to serve Project site.
  - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  - 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  - 1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  - 1. Install electric power service underground, unless overhead service must be used.
  - 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- G. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

- H. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
  - 1. Provide additional telephone lines for the following:
    - a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
    - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
  - 3. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Common-Use Field Office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 8 persons at Project site. Keep office clean and orderly.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- B. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

**END OF SECTION 015000**

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 1 Section "References" for applicable industry standards for products specified.
  - 2. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
  - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

#### 1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Cost information, including a proposal of change, if any, in the Contract Sum.
  - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

#### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

### PART2 - PRODUCTS

#### 2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
  1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
    - a. Substitutions may be considered.
  2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
    - a. Substitutions may be considered.
  3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
    - a. Substitutions may be considered.

4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  - a. Substitutions may be considered.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
  - a. Substitutions may be considered.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 15 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.

## 2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000**

## SECTION 017310 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their' load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Exterior curtain-wall construction.
  - 4. Equipment supports.
  - 5. Piping, ductwork, vessels, and equipment.
  - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize or avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

**END OF SECTION 017310**

## SECTION 017320 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 RESPONSIBILITY

- A. Nothing in this Section is to be construed as relieving the General Contractor of the responsibility for Means and Methods of Construction and Safety.

#### 1.3 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of a building or structure.
  - 2. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
  - 1. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.

#### 1.4 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.5 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

#### 1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

#### 1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
  1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Architect and Owner.
- E. Storage or sale of removed items or materials on-site will not be permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Maintain fire-protection facilities in service during selective demolition operations.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

### 3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- D. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise. Install dust filters to not damage HVAC equipment.
- E. Temporary Shoring: Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations.
  1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
  10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
1. Clean salvaged items.
  2. Store items in a secure area until delivery to Owner.
  3. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Protect items from damage during transport and storage.
  3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- F. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- G. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- H. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- J. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

### 3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

**END OF SECTION 017320**

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in heat and other utilities.
  - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 13. Complete final cleaning requirements, including touchup painting.
  - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to General Conditions of the Contract.
  - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Prior to 100% billing of project, a representative of the Owner will review all close-out documents for accuracy. In addition to the requirements listed below, the contractor shall provide (2) CD's of As-Built Specifications and drawings.
- B. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- C. Record Drawings: Maintain and submit two sets of blue- or black-line white prints of Contract Drawings and Shop Drawings.

1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
  - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
6. Provide full set scanned and produced in a digital format with three copies on disc.
- D. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

## 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
  1. Operation Data
  2. Maintenance Data
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

## 1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11 inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - m. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - n. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - o. Replace parts subject to unusual operating conditions.
  - p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - r. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - s. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - t. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 017700**

## SECTION 061000 - ROUGH CARPENTRY

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.
  - 2. Wood furring, grounds, nailers, and blocking.
  - 3. Underlayment.

#### 1.3 DEFINITIONS

Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
  - 1. NELMA - Northeastern Lumber Manufacturers Association.
  - 2. NLGA - National Lumber Grades Authority (Canadian).
  - 3. SPIB - Southern Pine Inspection Bureau.
  - 4. WCLIB - West Coast Lumber Inspection Bureau.
  - 5. WWPAA - Western Wood Products Association.
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
  - 1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 1. Provide dressed lumber, S4S, unless otherwise indicated.
  - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

#### 2.2 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Framing Other than Non-Load-Bearing Partitions: Provide framing of the following grade and species:
  - 1. Grade: No. 2.
  - 2. Species: Spruce-pine-fir south; NELMA.

3. Species: Douglas fir-larch north; NLGA.
  4. Species: Hem-fir north; NLGA.
  5. Species: Spruce-pine-fir north; NLGA.
  6. Species: Southern pine; SPIB.
  7. Species: Mixed southern pine; SPIB.
  8. Species: Douglas fir-larch; WCLIB or WWPA.
  9. Species: Hem-fir; WCLIB or WWPA.
  10. Species: Douglas fir south; WWPA.
  11. Species: Any species above.
- C. Other Framing Not Listed Above: Provide the following grades and species:
1. Grade: Construction or No. 2.
  2. Species: Douglas fir-larch north; NLGA.
  3. Species: Hem-fir north; NLGA.
  4. Species: Southern pine; SPIB.
  5. Species: Douglas fir-larch; WCLIB or WWPA.
  6. Species: Hem-fir; WCLIB or WWPA.
  7. Species: Douglas fir south; WWPA.
  8. Species: Any species above.
  9. Species and Grade: Any species and grade with a modulus of elasticity of at least 1,300,000 psi (8950 MPa) and an extreme fiber stress in bending of at least 850 psi (5.9 MPa) for 2-inch nominal (38 mm-actual) thickness and 12-inch nominal (286-mm actual) width for single member use.

## 2.3 MISCELLANEOUS LUMBER

- A. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- B. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- C. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

## 2.4 WOOD-BASED STRUCTURAL-USE PANELS, GENERAL

- A. Structural-Use Panel Standards: Provide either all-veneer, mat-formed, or composite panels complying with DOC PS 2, "Performance Standard for Wood Based Structural Use Panels," unless otherwise indicated. Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood," where plywood is indicated.
- B. Structural-Use Panel Standard: Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."
- C. Trademark: Factory mark structural-use panels with APA trademark evidencing compliance with grade requirements.

## 2.5 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
  1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.
- B. Combination Subfloor Underlayment: APA-rated Sturd-I-Floor.
  1. Exposure Durability Classification: Exposure 1.
  2. Span Rating: As required to suit joist spacing indicated.
  3. Edge Detail: Square.
  4. Surface Finish: Fully sanded face.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME 818.6.1.
- E. Lag Bolts: ASME 818.2.1. (ASME B18.2.3.8M)
- F. Bolts: Steel bolts complying with ASTM A307, Grade A (ASTM F568, Property Class 4.6); with ASTM A563 (ASTM A563M) hex nuts and, where indicated, flat washers.

## 2.7 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: fiberglass resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- C. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbonate (IPBC) as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
  - 2. "Table 1705.1 - Fastening Schedule," of the Standard Building Code.
- E. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- G. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

### 3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to form work before concrete placement.

### 3.3 WOOD FURRING

- A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
  - 1. Firestop furred spaces of walls at each floor level and at ceiling with wood blocking or noncombustible materials, accurately fitted to close furred spaces.

### 3.4 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Install framing members of size and at spacing indicated.
- C. Do not splice structural members between supports.
- D. Firestop concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where firestopping is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- (38- mm actual-) thickness lumber of same width as framing members.

### 3.6 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design / Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
  - 1. Comply with "Code Plus" provisions of above-referenced guide.

**END OF SECTION 061000**

## SECTION 072100 - THERMAL INSULATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

Section Includes: Insulation and air sealing system, including insulation, foam sealant and accessories.

#### 1.2 SUBMITTALS

- A. Product Data: Submit data on product characteristics, performance criteria, and limitations, including the following:
  - 1. General installation/application instruction.
  - 2. Environmental conditions required for installation and installation techniques.
  - 3. Safety requirements for application of products.
- B. Installer's/Applicator's Qualifications: Submit copy of Installer's/Applicator's certification from manufacturer.
- C. Sustainable Design: Provide manufacturer's certificates prepared by an independent, third party certifying to the following:
  - 1. Recycled material content for products with recycled content.
  - 2. Volatile organic compound content for each interior adhesive and sealant and related primer.
- D. Warranty: Submit manufacturer's standard one-year warranty against defects in material or manufacturing.

#### 1.3 QUALITY ASSURANCE

- A. Installer's/Applicator's Qualifications: Company with a minimum of two years in performing work of this section and certified by manufacturer as an approved Installer/Applicator.
- B. Volatile Organic Compound (VOC) Emissions: Provide products complying with GREENGUARD Product Emission Standard for Children and Schools.
- C. Recycled Content: Fiberglass insulation shall contain minimum 50 percent recycled content.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in manufacturer's original packaging.
- B. Storage: Store and protect products in accordance with manufacturer's instructions. Store with seals and labels intact and legible. Store inside and in a dry location. Protect insulation materials from moisture and soiling. Provide ventilation to prevent condensation and degradation of products.
- C. Inspection: Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

General: System consists of an air infiltration barrier applied to joints between materials of the exterior and interior wall framing to eliminate air infiltration into the building and the installation of insulation to reduce thermal transmission.

#### 2.3 MATERIALS

- A. Batt Insulation:
  - 1. Batt Insulation, Unfaced: ASTM C665, Type I, preformed glass fiber batt type, unfaced.
  - 2. Batt Insulation, Kraft Faced: ASTM C665, Type II, Class C preformed glass fiber batt type, Kraft paper faced one side.
  - 3. Batt Insulation, Foil Faced: ASTM C665, Type II, Class B preformed glass fiber batt type, foil faced one side with maximum flame/smoke properties of 75/450 in accordance with ASTM E84.
  - 4. Minimum R-Value, Thickness 3-1/2 Inches, R-19.

## 2.4 ACCESSORIES

- A. Accessories: Provide accessories per insulating system manufacturer's recommendations, including the following:
  - 1. Tape: Polyethylene self-adhering type for Kraft faced insulation and bright aluminum self-adhering type for foil faced insulation.
  - 2. Insulation Fasteners: Impale clip of galvanized steel; type recommended by insulation manufacturer for particular use intended.
  - 3. Mechanical Insulation Fasteners: FM approved, corrosion resistant, size required to suit application.
  - 4. Wire Mesh: Galvanized steel, hexagonal wire mesh.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

Examine substrates, flashing conditions, penetrations, adjoining construction and the conditions under which work is to be installed. Verify that surfaces are dry and free of oil, grease, dust, rust, or other contaminant.

### 3.2 PREPARATION

- A. Before beginning work, protect windows, plumbing fixtures, finish materials, and finish surfaces within work area by covering them with a plastic film. Secure edges of film to assure air infiltration barrier with flexible seal technology does not get behind the film.
- B. Sweep area to receive air infiltration barrier application to remove dust and other contaminants that will interfere with providing a thorough seal.
- C. Fill medium-sized gaps (gaps between 3/8 inch and 3 inches) between surfaces to be sealed with fiberglass insulation. Cover gaps greater than 3 inches with rigid, nonporous material such as gypsum board, extruded polystyrene insulation, sheathing, OSB, particle board, agri-fiber particle board, or plywood secured to framing and apply sealant at the perimeter.
- D. To protect and prevent materials from sticking to eyes and skin when applying foam sealant materials wear, goggles or a face shield, a long sleeved shirt, chemical gloves and, if the installation site is dusty, a dust mask.
- E. If using products with Flexible Seal Technology that may contain isocyanates, comply fully with OSHA regulations regarding protective clothing, breathing apparatus, ventilation, and restricting access to areas of application.

### 3.3 INSTALLATION OF BATT INSULATION

- A. Install batt insulation in accordance with ASTM C1320.
- B. Install in exterior walls, roof and ceiling spaces without gaps or voids. Fluff insulation to full thickness for specified R-value before installation. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.
- E. For unfaced batt insulation, install with friction fit or retain in place with manufacturer's recommended fasteners or mesh.
- F. For batt insulation with factory-applied facing, install with vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over or between framing members. Tape seal butt ends, lapped flanges, and tears or cuts in membrane. Secure insulation in place using one of the following methods:
  - 1. Friction fit.
  - 2. Staple or nail facing flanges in place as needed.
  - 3. Tape in place.

4. Retain in place with spindle fasteners.
5. Retain in place with wire mesh secured to framing members.

**END OF SECTION 072100**

## SECTION 074113 - METAL BUILDING PANELS

### PART 1 - GENERAL

#### 1.1 REFERENCES

- A. ASTM D523 - Standard Test Method for Specular Gloss.
- B. ASTM D3363 - Standard Test Method for Film Hardness by Pencil Test.

#### 1.2 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Manufacturer's specifications and installation instructions for building components and accessories.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum ten years experience in producing pre-engineered buildings of the type specified.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Follow manufacturer's recommended storage procedures. Do not allow steel siding and roofing to contact the ground.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

#### 1.6 PROJECT CONDITIONS

- A. Anticipate environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Roofing and Siding Finish, Warranted by the original materials manufacturer for 40 years from the date of shipment. Refer to Warranty document for complete details.
- C. Individual Building Products: Manufacturer's standard warranty.
- D. Installation Warranty: One year general installation warranty, five years against leaks.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Lester Building Systems, 1111 2nd Ave., Lester Prairie, MN 55354; American Building, 1150 State Dock Rd, Eufaula, AL 36027; Star Buildings Systems, Oklahoma City, OK 73149, or equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 016000.

## 2.2 SIDING

### A. Wall panel to be:

1. Material and Finish: 26 Gauge, ASTM A 653 (A 653 M), Structural Quality, Grade 80 (550) (formerly Grade E), galvanized steel with G60 (2180) zinc coating both sides, Triple Spot Test (551) Exterior Surface Finish:
  - a. Bonderize and provide baked on primer and factory applied, baked-on 70% Kynar 500 or Hylar 5000 PVDF fluoropolymer resin based Fluropon paint coating as manufactured by Valspar, 0.9 mil (0.023 mm) minimum dry film thickness.
  - b. Gloss (60 Degrees): ASTM D523, 20 to 80.
  - c. Pencil Hardness: ASTM D3363, F to 2H.
  - d. T-Bend: ASTM D4145: 2T to 4T.
  - e. Color: As selected by the Architect
2. Configuration:
  - a. Roll-formed; 36 inch (915 mm) coverage width. Provide panels covering up to 35 foot (10.5 m) lengths in single pieces.
  - b. Four major corrugations, 7/8 Inch (22 mm) high, spaced 12 inches (305 mm) on center with 3 minor corrugations, 1/8 inch (3 mm) high, spaced 3 inches (76 mm) on center between each major corrugation.
  - c. Form one outboard corrugation as overlapping corrugation.
  - d. Form opposite outboard corrugation as underneath corrugation with full return leg to support side lap and a continuous anti-siphon drain channel.
  - e. Factory cut to required length.
  - f. Fasteners: Color coated No. 10 piercing screws with 1/4 inch (6 mm) hex head pre-assembled to 1/2 inch (13 mm) O.D. dome seal or bond seal galvanized steel and EPDM washers.

### B. Siding Accessories:

1. Wall Trim and Flashings: Manufacturer's standard wall trim and flashings.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that site conditions are acceptable for erection/installation of pre-engineered wood building system.
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory conditions.
- C. Commencement of work by erector/installer is acceptance of site conditions.

**END OF SECTION 074113**

## SECTION 076113 - STANDING SEAM SHEET METAL ROOFING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Roll-formed metal roof panels and related flashing/trim, sealant, and other accessories to provide complete roofing system.

#### 1.2 RELATED REQUIREMENTS

- A. Division 7 Section "Sheet Metal Flashing and Trim" for flashing items not covered in this section.

#### 1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE)
  - 1. ASCE 7 Minimum Design Loads for Buildings and Other Structures
- B. ASTM International (ASTM)
  - 1. ASTM A792/A792M Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process
  - 2. ASTM A924/A924M Standard Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot-Dip Process
  - 3. ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus
  - 4. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
  - 5. ASTM C920 Standard Specification for Elastomeric Joint Sealants
  - 6. ASTM D1308 Effect of Household Chemicals on Clear and Pigmented Organic Finishes
  - 7. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
  - 8. ASTM D2244 Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
  - 9. ASTM D2247 Testing Water Resistance of Coatings in 100% Relative Humidity
  - 10. ASTM D2794 Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
  - 11. ASTM D3359 Standard Test Methods for Rating Adhesion by Tape Test
  - 12. ASTM D3363 Film Hardness by Pencil Test
  - 13. ASTM D4214 Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films
  - 14. ASTM D4587 Standard Practice for Fluorescent UV-Condensation Exposures of Paint and Related Coatings
  - 15. ASTM D522/D522M Mandrel Bend Test of Attached Organic Coatings
  - 16. ASTM D523 Standard Test Method for Specular Gloss
  - 17. ASTM D610 Evaluating Degree of Rusting on Painted Steel Surfaces
  - 18. ASTM D822 Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings
  - 19. ASTM D968 Abrasion Resistance of Organic Coatings by Falling Abrasive
  - 20. ASTM E1592 Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
  - 21. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
  - 22. ASTM G152 Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
  - 23. ASTM G153 Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
- C. Metal Building Manufacturers Association (MBMA):
  - 1. MBMA RSDM Metal Roofing Systems Design Manual
- D. National Roofing Contractors Association (NRCA)
  - 1. NRCA 0420 Architectural Metal Flashing, Condensation Control and Reroofing
  - 2. NRCA RoofMan The NRCA Roofing Manual

- E. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
  - 1. SMACNA Architectural Sheet Metal Manual
- F. Underwriter's Laboratory (UL)
  - 1. UL 580 Tests for Uplift Resistance of Roof Assemblies

#### 1.4 PREINSTALLATION MEETINGS

- A. After approval of submittals and before performing roofing system installation work, hold a pre-roofing conference to review the following:
  - 1. Drawings, specifications, and submittals related to the roof work.
  - 2. Submit, as a minimum; sample profiles of roofing panels, with factory-applied color finish samples, flashing and accessories, typical fasteners and pressure sensitive tape, sample gaskets and sealant/insulating compounds. Also include manufacturer's installation manual.
  - 3. Roof system installation;
  - 4. Procedure for the roof manufacturer's technical representative's onsite inspection and acceptance of the roofing substrate, the name of the manufacturer's technical representatives, the frequency of the onsite visits, distribution of copies of the inspection reports from the manufacturer's technical representative;
  - 5. Contractor's plan for coordination of the work of the various trades involved in providing the roofing system and other components secured to the roofing; and
  - 6. Quality control plan for the roof system installation;
  - 7. Safety requirements.

#### 1.5 SUBMITTALS

- A. Shop Drawings
  - 1. Roofing Panels
  - 2. Flashing and Accessories
  - 3. Gutter/Downspout Assembly
- B. Product Data: Submit manufacturer's catalog data for the following items:
  - 1. Roof Panels
  - 2. Factory-Applied Color Finish
  - 3. Accessories
  - 4. Fasteners
  - 5. Underlayment
  - 6. Gaskets and Sealing/Insulating Compounds
- C. Samples
  - 1. Roof Panels
  - 2. Factory-applied Color Finish, Samples
- D. Manufacturer's Instructions
  - 1. Installation Manual
- E. Closeout Submittals
  - 1. Warranties

#### 1.6 QUALITY ASSURANCE

- A. Qualification of Manufacturer: Submit documentation verifying metal roof panel manufacturer has been in the business of manufacturing metal roof panels for a period of not less than 10 years.
- B. Manufacturer's Technical Representative: The manufacturer's technical representative must be thoroughly familiar with the products to be installed, installation requirements and practices, and with any special considerations in the geographical area of the project. The representative must perform field inspections and attend meetings as specified herein.
- C. Single Source: Roofing panels, fasteners, clips, closures, and other accessories must be standard products supplied by the manufacturer, and the most recent design of the manufacturer to operate as a complete system for the intended use.

- D. Qualification of Installer: Metal roof system installer must be licensed in the state or municipality where the project will take place, and shall be factory trained by the manufacturer. Installer shall have a minimum of three years' experience installing the specified roof system. Supply the names, locations and client contact information of 5 projects of similar size and scope constructed by applicator using the manufacturer's roofing products submitted for this project within the previous three years.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle panel materials, bulk roofing products, accessories, and other manufactured items in a manner to prevent damage and deformation, as recommended by the manufacturer, and as specified.
- B. Delivery: Package and deliver materials to the site in undamaged condition. Provide adequate packaging to protect materials during shipment. Do not uncrate materials until ready for use, except for inspection. Immediately upon arrival of materials at jobsite, inspect materials for damage, deformation, dampness, and staining. Remove affected materials from the site and immediately replace. Remove moisture from wet materials not otherwise affected, restack and protect from further moisture exposure.
- C. Handling: Handle materials in a manner to avoid damage. Select and operate material handling equipment so as not to damage materials or applied roofing.
- D. Storage: Stack materials stored on site on platforms or pallets, and cover with tarpaulins or other weathertight covering which prevents trapping of water or condensation under the covering. Store roof panels so that water which may have accumulated during transit or storage will drain off. Do not store panels in contact with materials that might cause staining. Secure coverings and stored items to protect from wind displacement.

#### 1.8 WARRANTY

- A. Furnish the metal roof panel manufacturer's warranty as described below and subject to the applicable terms, conditions, and exclusions:
  - 1. Steel Substrate: Warrant that steel substrate will not as a result of corrosion rupture, fail structurally, or perforate for a period of 25 years.
  - 2. Kynar/polyvinylidene fluoride (PVDF) Paint System: Warrant that the paint system shall not fade more than 5 Hunter BE units as measured by ASTM D D2244 or chalk more than a number 8 rating as measured by ASTM D 4214 for a period of 30 years. Warrant that the paint system will not chip, crack, peel, flake, or otherwise lose adhesion for a period of 35 years.
- B. Provide roof system installer warranty for a period of not less than five years that the roof system, as installed, is free from defects in installation workmanship, to include the roof panel installation, flashing, accessories, attachments, and sheet metal installation integral to a complete watertight roof system assembly. Correction of defective workmanship and replacement of damaged or affected materials is the responsibility of the metal roof system installer. All costs associated with the repair or replacement work are the responsibility of the installer.
- C. Weathertight Warranty: Provide a manufacturer's 20 year warranty for the roofing system guaranteeing that the roof system shall remain weathertight for the duration of the warranty term, subject to the terms, conditions, and exclusions of the warranty program.
- D. Continuance of Warranty: Repair or replacement work that becomes necessary within the warranty period must be approved, as required, and accomplished in a manner so as to restore the integrity of the roof system assembly and validity of the metal roof system manufacturer warranty for the remainder of the warranty period.

#### 1.9 CONFORMANCE AND COMPATABILITY

- A. The entire metal roofing and flashing system must be in accordance with specified and indicated requirements, including wind requirements. Work not specifically addressed and any deviation from specified requirements must be in general accordance with recommendations of the MBMA RSDM,

NRCA RoofMan, the metal panel manufacturer's published recommendations and details, and compatible with surrounding components and construction. Submit any deviation from specified or indicated requirements to the project manager for approval prior to installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design Manufacturer: Gulf Coast Supply and Manufacturing, LLC; Newberry, FL.  
(Tel: 888-393-0335 | Email: info@gulfcoastsupply.com | Web: www.gulfcoastsupply.com)
  - 1. 24ga steel GulfSeam, snaplock, clip system with 1- $\frac{3}{4}$ " tall rib and striated flat. 18" coverage.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Material:
  - 1. Steel panels and accessory components must conform to the following standard(s): ASTM A792 and ASTM A924
  - 2. Aluminum panels and accessory components must conform to the following standard(s): ASTM B209
- B. Wind Uplift
  - 1. Provide metal roof panel system tested according to ASTM E1592 and/or UL 580. Uplift force due to wind action governs the design for panels. Roof system and attachments must resist the wind loads as determined by ASCE 7, in pounds per square foot.

### 2.3 METAL ROOF PANEL ACCESSORIES

Accessories must be compatible with the metal roof panels. Sheet metal flashing, trim, metal closure strips, caps, and similar metal accessories must be not less than the minimum thicknesses specified for roof panels. Provide exposed metal accessories to match the panels furnished. Molded foam rib, ridge and other closure strips must be closed-cell or solid-cell synthetic rubber or neoprene premolded to match configuration of the panels and not absorb or retain water. Pre-manufactured accessories must be manufacturer's standard for intended purpose, compatible with the metal roof system and approved for use by the metal roof panel manufacturer. Support all rooftop equipment/penetrations with curbs designed to structurally support the intended use. Construct curbs to match roof slope.

- A. Fasteners:
  - 1. Exposed Fasteners: Fasteners for roof panels must be corrosion resistant coated steel, compatible with the sheet panel or flashing material and of the type and size recommended by the manufacturer to meet the performance requirements and design loads. Fasteners for accessories must be the manufacturer's standard. Provide an integral metal washer, matching the color of attached material with compressible sealing EPDM gasket.
  - 2. Screws: Provide corrosion resistant screws, coated steel of the type and size recommended by the manufacturer to meet the performance requirements.
  - 3. Rivets: Provide blind rivets, corrosion resistant coated steel, and color matched. Seat rivets in silicone caulk where watertight connections are required.
  - 4. Clips: Provide hot-dip galvanized, conforming to ASTM A653/A653M clips. Size, shape, thickness and capacity must meet the thickness and design load criteria specified.
- B. Sealants: Sealants are to be an approved gun type for use in hand or air pressure caulking guns with a minimum solid content of 85 percent of the total volume. Sealant must dry with a tough, durable surface skin which permits it to remain soft and pliable underneath, providing a weather tight joint. Shall be tested in accordance with ASTM C920.
  - 1. Field Applied Sealants: Sealants for field-applied caulking must be an approved gun grade, non sag on-component polysulfide or two component polyurethane with an initial maximum Shore A durometer hardness of 25, conforming to ASTM C920, Type II. Color to match panel color.

2. Tape Sealants: Provide pressure sensitive, 100 percent solid tape sealant with a release paper backing; permanently elastic, non-sagging, non-toxic and non-staining as approved by the roof panel manufacturer.
- C. Sheet Metal Flashing and Trim: Custom fabricate sheet metal flashing and trim to comply with recommendations within the SMACNA that apply to design, dimensions, metal type, and other characteristics of design indicated. Shop fabricate items to the greatest extent possible. Obtain and verify field measurements for accurate fit prior to shop fabrication. Fabricate flashing and trim without excessive oil canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- D. Underlayment: Provide self-adhering modified underlayment material in compliance with ASTM D1970/D1970M, suitable for use as underlayment for metal roofing. Use membrane resistant to cyclical elevated temperatures for extended period of time in high heat service conditions. Provide membrane with integral non-tacking top surface of polyethylene film or other surface material to serve as separator between bituminous material and metal products to be applied above.
- E. Gaskets: Gaskets and sealing/insulating compounds must be nonabsorptive and suitable for insulating contact points of incompatible materials. Sealing/insulating compounds must be non-running after drying.
- F. Finish Repair Materials: Repair paint for color finish enameled roofing must be compatible paint of the same formula and color as the specified finish furnished by the manufacturer. Only use repair and touch-up paint supplied by the roof panel manufacturer and is compatible with the specified system.

## 2.4 FABRICATION

- A. Fabricate and finish metal roof panels and accessories on a factory stationary roll former to the greatest extent possible, per manufacturer's standard procedures and processes, and as necessary to fulfill indicated performance requirements. Comply with indicated profiles, dimensional and structural requirements.

## 2.5 FINISHES

- A. Finish quality and application processes must conform to the related standards specified within this section. Noticeable variations within the same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved samples and are assembled or installed to minimize any contrasting variations.
- B. All panels are to receive a factory applied polyvinylidene fluoride/Kynar (PVDF) finish consisting of a baked topcoat with a manufacturer's recommended prime coat conforming to the following:
  1. Color: The exterior finish chosen from the manufacturer's standard color chart.
  2. Physical Properties: Coating must conform to the industry and manufacturer's standard performance criteria as listed by the following certified test reports:
    - i. Abrasion: ASTM D968
    - ii. Adhesion: ASTM D3359
    - iii. Chemical Pollution: ASTM D1308
    - iv. Flame Spread: ASTM E84
    - v. Flexibility: ASTM D522
    - vi. Formability: ASTM D522
    - vii. Specular Gloss: ASTM D523
    - viii. Humidity: ASTM D2247
    - ix. Pencil Hardness: ASTM D3363
    - x. Reverse Impact: ASTM D2794
    - xi. Salt Spray: ASTM B117
    - xii. Weatherometer: ASTM G152, ASTM G153 and ASTM D822 or ASTM D3361, ASTM D4587, and ASTM G23

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the work. Ensure surfaces are suitable, dry and free of defects and projections which might affect the installation.
- B. Examine primary and secondary roof framing to verify that rafters, purlins, angels, channels, and other structural support members for panels and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer, UL, ASTM, and ASCE 7.
- C. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking; and that installation is within flatness tolerances required by metal roof panel manufacturer, or total variation less than  $\pm 1/2"$  from line of true slope in 10'.
- D. Examine rough-in for components and systems penetrating metal roof panels to verify actual locations of penetrations relative to seam locations of panels prior to installation.
- E. Submit a written report to the project manager listing conditions detrimental to the performance of the work. Proceed with installation only after defects have been corrected or the impacts identified have been accepted in writing.

### 3.2 METAL PANEL INSTALLATION

- A. Installation must meet specified requirements and be in accordance with the manufacturer's installation instructions and approved shop drawings. Do not install damaged materials. Dissimilar materials which are not compatible when contacting each other must be insulated by means of gaskets or sealing/insulating compounds. Keep all exposed surfaces and edges clean and free from sealant, metal cuttings, hazardous burrs, and other foreign material. Remove stained, discolored, or damaged materials from the site.
- B. Preparation:
  - 1. Clean all substrate substances which may be harmful to roof panels including removing projections capable of interfering with roof panel attachment.
  - 2. Install sub-purlins, eave angles, furring, decking, and other miscellaneous roof panel support members and anchorage according to manufacturer's written instructions, the project design, and applicable codes.
- C. Underlayment:
  - 1. Install underlayment according to the underlayment manufacturer's written recommendations, the roof panel manufacturer's written recommendations and recommendation in NRCA "The NRCA Roofing and Waterproofing Manual".
  - 2. Show the extent and location of the appropriate underlayment on the drawings. The underlayment must ensure that any water penetrating below the roof panels will drain outside of the building envelope.
  - 3. Install self-adhering sheet underlayment; wrinkle free on roof deck. Comply with temperature installation restrictions of manufacturer where applicable. Install at locations indicated on project drawings, lapped in a direction to shed water. Lap sides not less than 4 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Cover underlayment within 30 days.
- D. Metal Panel Installation
  - 1. Provide metal roof panels of full length from eave to ridge or eave to wall as indicated, unless otherwise indicated or restricted by shipping limitations. Anchor metal roof panels or other components of the Work securely in place, with provisions for thermal and structural movement in accordance with NRCA 0420. Use approved fasteners and clips as required by section 2.3.
  - 2. Metal Protection: Where dissimilar metals contact each other or possibly corrosive substrates, protect against galvanic action by applying rubberized asphalt underlayment to each contact surface.

3. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and required for weatherproof performance of metal roof panel system. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal roof panel manufacturer.
4. Handling and Erection
  - i. Erect roofing system in accordance with the approved erection drawings, printed instructions and safety precautions of the manufacturer.
  - ii. Do not subject panels to overloading, abuse, or undue impact. Do not apply bent, chipped, or defective panels. Damaged panels must be replaced and removed from the site at the contractors expense. Erect panels true, plumb, and in exact alignment with the horizontal and vertical edges of the building, securely anchored, and with indicated rake, eave, and curb overhang. Allow for thermal movement of the roofing, movement of the building structure, and provide permanent freedom from noise due to wind pressure.
  - iii. Do not permit storage, walking, wheeling or trucking directly on applied roofing materials. Provide temporary walkways, runways, and platforms of smooth clean boards or planks as necessary to avoid damage to the installed roofing materials, and to distribute weight to conform to the indicated live load limits of the roof construction.
  - iv. Roof panels must be laid with corrugations in the direction of the roof slope. End laps of exterior roofing must not be less than 12 inches; side laps of standard exterior corrugated panels must not be less than 2-1/2 corrugations (or one rib for rib or PBR type panels)
  - v. Field cutting of metal roof panels by torch or abrasive blades is not permitted. Field cut only as recommended by manufacturer's written instructions.
5. Closure Strips
  - i. Install closure strips at open ends of metal ridge rolls; open ends of corrugated or ribbed pattern roofs, and at intersection of wall and roof, unless open ends are concealed with formed eave flashing; rake of metal roof unless open end has a formed flashing member; and in other required areas.
  - ii. Install closure strips at intersection of the wall with metal roofing; top and bottom of metal siding; heads of wall openings; and in other required locations.
6. Workmanship
  - i. Make lines, arises, and angles sharp and true. Free exposed surfaces from any visible wave, warp, buckle and tool marks. Make sheet metal exposed to the weather watertight with provisions for expansion and contraction.
  - ii. Make surfaces to receive sheet metal plumb and true, clean, even, smooth, dry, and free of defects and projections which might affect the application. For installation of items not shown in detail or not covered by specifications conform to the applicable requirements of SMACNA. Provide sheet metal flashing in the angles formed where roof decks abut walls, curbs, ventilators, pipes, or other vertical surfaces and wherever indicated and as necessary to make the work watertight.

### 3.3 ACCESSORY INSTALLATION

- A. Fastener Installation: Anchor metal roof panels and other components of the Work securely in place, using approved fasteners according to manufacturer's written instructions.
- B. Flashing, Trim, and Closure Installation
  1. Comply with performance requirements, manufacturer's written installation instructions, and SMACNA. Provide concealed fasteners where possible. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently water tight and weather resistant. Work is to be accomplished to form weather tight construction without waves, warps, buckles, fastening stresses or distortion, and to allow for expansion and contraction. Cutting, fitting, drilling, and other operations in connection with sheet metal required to accomplish the work must conform to the manufacturers written instructions.

2. Install exposed metal flashing at building corners, rakes, eaves, junctions between metal siding and roofing, valleys and changes off slope or direction in metal roofing, building expansion joints and gutters.
3. Exposed metal flashing must be the same material, color, and finish as the specified metal roofing panels. Lap ends of flashing minimum of 4" and seal with approved joint sealant. Box out ends of flashing where required and provide rivets at corners and as required to create a stable and weathertight system.
4. Fasten flashing at not more than 12 inches on center for roofs, except where flashing is held in place by the same screws used to secure panels. Exposed flashing and flashing subject to rain penetration must be bedded in specified joint sealant. Flashing which is contact with dissimilar metals must be isolated by means of the specified asphalt mastic material to prevent electrolytic deterioration.

### 3.4 FIELD QUALITY CONTROL

#### A. ACCEPTANCE PROVISIONS

1. Erection Tolerances: Erect metal roofing straight and true with plumb vertical lines correctly lapped and secured in accordance with the manufacturer's written instructions. Variation in coverage ("stretching" or "compressing" the panel width) not to exceed  $\pm 1/16$ " per panel and accumulated variation not to exceed  $\pm 1/500$  (2.4" in 100'). Total combined deviation from true due to fanning/dogleg shall not exceed panel length divided by 500 ( $\pm L/500$ ).

#### B. Leakage Tests

1. Finished application of metal roofing is to be subject to inspection and test for leakage by the Project Manager or designated representative, and Architect/Engineer.
2. Inspection and testing is to be made promptly after erection to permit correction of defects and removal/replacement of defective materials.

#### C. Repairs to Finish

1. Scratches, abrasions, and minor surface defects of finish may be repaired with the specified repair materials and as recommended by the metal roof panel manufacturer. Repaired metal surfaces that are not acceptable to the project requirements are to be immediately removed and replaced with new material.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed sheet metal work at completion of installation. Remove metal shavings, filings, nails, bolts, and wires from roofs. Remove grease and oil films, excess sealants, handling marks, contamination from steel wool, fittings and drilling debris and scrub the work clean. Exposed metal surfaces must be free of dents, creases, waves, scratch marks, solder or weld marks, and damage to the finish coating. Touch up scratches in panel finish with manufacturer supplied touch-up paint system to match panel finish. Treat exposed cut edges with manufacturer supplied clear coat.
- B. Collect all scrap/waste materials and place in containers. Promptly dispose of demolished and scrap materials.
- C. Do not permit storing, walking, wheeling, and trucking directly on applied roofing/insulation materials. Provide temporary walkways, runways, and platforms of smooth clean boards or planks as necessary to avoid damage to applied roofing/insulation materials, and to distribute weight to conform to indicated live load limits of roof construction.

**END OF SECTION 076113**

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes sheet metal flashing and trim in the following categories:
  - 1. Roof-drainage systems.
  - 2. Exposed trim, gravel stops, and fasciae.
  - 3. Copings
  - 4. Metal flashing.
  - 5. Roof expansion-joint covers.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

#### 1.3 PERFORMANCE REQUIREMENTS

General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
- D. Samples of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include Sample sets composed of two or more units showing the full range of variations expected.
  - 1. 12 inch-long Samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
- E. Qualification data for firms and persons specified in the "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

#### 1.5 QUALITY ASSURANCE

Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

#### 1.6 PROJECT CONDITIONS

Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

### PART 2 - PRODUCTS

## 2.1 METALS

- A. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet conforming to ASTM A755, G90 coating designation, coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Galvanized Steel Sheet Finish" Article; not less than 0.0336 inch thick, unless otherwise indicated.
  - 1. Thickness: 24 gauge, unless noted otherwise.
- B. Lead Sheet: ASTM B749, Type L51121, copper-bearing lead sheet, with a minimum thickness of 0.0625 inch except not less than 0.0937 inch thick for applications where burning (welding) is involved.
- C. Stainless Steel: Type 304.

## 2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Manufacturers: Subject to compliance with requirements, manufacturers offering reglet material that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Fry Reglet Corporation.
  - 2. Hickman: W.P. Hickman Co.
  - 3. Keystone Flashing Company.

## 2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B32, Grade Sn50, used with rosin flux.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- D. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- E. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- F. Elastomeric Sealant: Generic type recommended by sheet metal and roof system manufacturers and fabricators of components being sealed.
- G. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior non-moving joints, including riveted joints.
- H. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet metal.
- J. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- K. Roofing Cement: ASTM D4586, Type I, asbestos free, asphalt based.

## 2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in

Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

- F. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- J. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
  - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

## 2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Gutters with Girth 16 to 20 Inches: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge)
- C. Downspouts: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0217 inch thick. (or 24 gauge)
- D. Conductor Heads: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge)
- E. Splash Pans: Fabricate from the following material:
  - 1. Aluminum: 0.040 inch thick.
- F. Exposed Trim, Gravel Stops, and Fasciae: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge)
- G. Copings: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge)
- H. Counterflashing: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge)
- J. Flashing Receivers: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge).
- K. Drip Edges: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge).
- L. Equipment Support Flashing: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge).
- M. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Lead: 4.0 lb/sq. ft., hard tempered.
  - 2. Galvanized Steel: 0.0276 inch thick. (or 24 gauge).
- N. Roof Expansion-Joint Cover: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0276 inch thick. (or 24 gauge).
- P. Roof-to-Wall Expansion-Joint Cover: Fabricate from the following material:
  - 1. Coil-Coated Galvanized Steel: 0.0336 inch thick (or 22 gauge).

## 2.6 COIL-COATED GALVANIZED STEEL SHEET FINISH

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvanized steel sheet as recommended by coating manufacturers and applicator.

1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
  - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss, of which there shall be a minimum of 12, including off-white, buff, beige, and light gray.
  - b. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:
    - 1) Ausimont USA, Inc. (Hylar 5000)
    - 2) Elf Atochem North America, Inc. (Kynar 500)
2. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Atlas Aluminum Corporation.
  - b. MM Systems Corporation.
  - c. Petersen Aluminum Corporation.
  - d. Vincent Metals.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except where pre-tinned surface would show in finished Work.
  1. Do not solder the following metals:
    - a. Coil-coated galvanized steel sheet.
  2. Pre-tinning is not required for the following metals:
    - a. Lead.
  3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- E. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
  1. Use joint adhesive for nonmoving joints specified not to be soldered.

- F. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
  - 1. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- H. Install reglets to receive counterflashing according to the following requirements:
  - 1. Where reglets are shown in masonry, furnish reglets for existing masonry construction.
- J. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.
- K. Roof-Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.
- L. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- M. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
  - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
  - 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.
- N. Splash Pans: Install where downspouts discharge on low-sloped roofs, unless otherwise shown. Set in roof cement or sealant compatible with roofing membrane.

### 3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

**END OF SECTION 076200**

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including other Division 1 Specification Sections, apply to this Section. To the extent that these Division 1 specifications conflict with the General Provisions, the General Provisions shall control and apply.

#### 1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
  - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
    - a. Control and expansion joints in cast-in-place concrete.
    - b. Control and expansion joints in unit masonry.
    - c. Joints between different materials listed above.
    - d. Perimeter joints between materials listed above and frames of doors and windows.
    - e. Control and expansion joints in ceiling and overhead surfaces.
    - f. Other joints as indicated.
  - 2. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints of exterior openings where indicated.
    - c. Tile control and expansion joints.
    - d. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
    - e. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
    - f. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - g. Other joints as indicated.
  - 3. Interior joints in the following horizontal traffic surfaces:
    - a. Control and expansion joints in cast-in-place concrete slabs.
    - b. Control and expansion joints in tile flooring.
    - c. Other joints as indicated.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and air-tight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

#### 1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: If requested by the architect or engineer, install joint sealants in 48-inch-long segments in actual field application for verification of color and installation.
- D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- E. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.

- 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.
- G. Warranties: Special warranties specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
  - 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

#### 1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 20 years from date of Substantial Completion.
- D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
  - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.

4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS AND MANUFACTURERS

Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

### 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

### 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C920 classifications for type, grade, class, and uses.
- B. Additional Movement Capability: Where additional movement capability is specified in the Elastomeric Joint-Sealant Schedule, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C719, to withstand the specified percentage change in the joint width existing at the time of installation and remain in compliance with other requirements of ASTM C920 for uses indicated.
- C. Continuous-Immersion-Test-Response Characteristics: Where elastomeric sealants will be immersed continuously in water, provide products that have undergone testing according to ASTM C1247, and have not failed in adhesion or cohesion when tested with substrates indicated for Project.

### 2.4 LATEX JOINT SEALANTS

Latex Sealant Standard: Comply with ASTM C834 for each product of this description indicated in the Latex Joint-Sealant Schedule at the end of Part 3.

### 2.5 PREFORMED JOINT SEALANTS

- A. Preformed Foam Sealants: For each product of this description indicated in the Preformed Joint-Sealant Schedule at the end of Part 3, provide manufacturer's standard preformed, pre-compressed, impregnated, open-cell foam sealant manufactured from high-density urethane foam impregnated with a nondrying, water-repellent agent; factory produced in pre-compressed sizes and in roll or stick form to fit joint widths indicated and to develop a watertight and airtight seal when compressed to the degree specified by manufacturer; and complying with the following:
  1. Properties: Permanently elastic, mildew resistant, nonmigratory, non-staining, and compatible with joint substrates and other joint sealants.
  2. Density: Manufacturer's standard not less than 8 lb./cu.ft.
  3. Backing: Pressure-sensitive adhesive, factory applied to one side with protective wrapping.

### 2.6 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Type C: Closed-cell material with a surface skin.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

## 2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from pre-construction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
  1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
    - a. Metal.
    - b. Glass.
    - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealants from surfaces adjacent to joint.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.
- G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, to produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant to comply with sealant manufacturer's written instructions.

### 3.4 CLEANING

Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that installations with repaired areas are indistinguishable from the original work.

### 3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Multicomponent Non-sag Urethane Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
  - 1. Products: Provide one of the following:
    - a. Chem-Calk 500; Bostik Inc.
    - b. Dymeric; Tremco.
    - c. Dymeric 240; Tremco, Inc.
    - d. Vulkem 922; Tremco, Inc.
    - e. NP 2; Sonneborn Building Products Div., ChemRex Inc.
    - f. Dynatrol II; Pecora Corp.
  - 2. Type and Grade: M (multicomponent) and NS (nonsag).
  - 3. Class: 25.
  - 4. Use Related to Exposure: NT (nontraffic).
  - 5. Applications:
- B. Multicomponent Pourable Urethane Sealant: Provide products complying with the following:
  - 1. Products: Provide one of the following:
    - a. Chem-Calk 550; Bostik Inc.
    - b. Vulkem 245; Tremco, Inc.
    - c. Pourthane; W.R. Meadows, Inc.
    - d. NR-200 Urexpan; Pecora Corporation.
    - e. SL 2; Sonneborn Building Products Div., ChemRex Inc.
    - f. THC-900; Tremco.
  - 2. Type and Grade: M (multicomponent) and P (pourable).
  - 3. Class: 25.
  - 4. Uses Related to Exposure: T (traffic).
  - 5. Applications: For traffic use at joints in concrete slabs
- C. Single-Component Pourable Urethane Sealant: Provide products complying with the following:
  - 1. Products: Provide one of the following:
    - a. Chem-Calk 950; Bostik Inc.
    - b. Vulkem 45; Tremco, Inc.
    - c. NR-201; Pecora Corporation.
    - d. SL 1; Sonneborn Building Products Div., ChemRex Inc .
  - 2. Type and Grade: S (single component) and P (pourable).
  - 3. Class: 25.
  - 4. Uses Related to Exposure: T (traffic)
  - 5. Applications: For traffic use at joints in concrete slabs

### 3.7 LATEX JOINT-SEALANT SCHEDULE

- A. Latex Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
  - 1. Products: Provide one of the following:
    - a. Chem-Calk 600; Bostik Inc.
    - b. AC-20; Pecora Corporation.
    - c. Sonolac; Sonneborn Building Products Div., ChemRex, Inc.
    - d. Tremflex 834; Tremco.

### 3.8 PREFORMED JOINT-SEALANT SCHEDULE

- A. Preformed Foam Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
  - 1. Products: Provide one of the following:
    - a. Emseal 25V; Emseal Joint Systems, Ltd.

- b. Emseal Greyflex; Emseal Joint Systems, Ltd.
- c. Polytite B; Polytite Manufacturing Corporation.
- d. Polytite Standard; Polytite Manufacturing Corporation.
- e. Blocoband BF; Salamander Industrial Products Inc.
- f. Blocoband HF; Salamander Industrial Products Inc.
- g. Wilseal 600; Sealform, Ltd.

**END OF SECTION 079200**

## SECTION 088819 - HURRICANE-RESISTANT GLAZING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Hurricane-resistant monolithic two-ply composite interlayer laminated glass and insulating glass units with hurricane-resistant composite interlayer laminated glass.

#### 1.2 REFERENCES

- A. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- B. ASTM E1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
- C. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Windborne Debris in Hurricanes.
- D. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.

#### 1.3 DEFINITIONS

- A. Two-ply laminated glass: Two sheets of monolithic glass bonded together with a plastic interlayer by heat and pressure.
- B. Sealed Insulating Glass Unit Surfaces and Coating Orientation:
  - 1. Surface 1 - Exterior surface of outer pane (surface facing outdoors of outboard lite).
  - 2. Surface 2 - Interior surface of outer pane (surface facing indoors of outboard lite).
  - 3. Surface 3 - Exterior surface of inner pane (surface facing outdoors of inboard lite).
  - 4. Surface 4 - Room side surface of inner pane (surfacing facing indoors of inboard lite).

#### 1.4 SYSTEM DESCRIPTION

- A. Design Requirements
  - 1. Provide glazing systems capable of withstanding normal thermal movements, windloads and impact loads, without failure, including loss due to defective manufacture, fabrication and installation; deterioration of glazing materials; and other defects in construction.
  - 2. Provide glass products in the thicknesses and strengths (annealed or heat-treated) required to meet or exceed the following criteria based on project loads and in-service conditions per ASTM E1300.
    - a. Minimum thickness of annealed or heat-treated glass products is selected, so the worst-case probability of failure does not exceed the following:
      - 1) 8 breaks per 1000 for glass installed vertically or not over 15 degrees from the vertical plane and under wind action.
      - 2) 1 break per 1000 for glass installed 15 degrees or more from the vertical plane and under action of wind and/or snow.

#### 1.5 SUBMITTALS

- A. Submit 12-inch (305mm) square samples of each type of glass indicated (except clear monolithic glass products), and 12-inch (305mm) long samples of each color required (except black) for each type of sealant or gasket exposed to view.
- B. Submit manufacturer's product data sheet and glazing instructions.
- C. Glazing contractor shall obtain compatibility and adhesion test reports from sealant manufacturer, indicating that glazing materials were tested for compatibility and adhesion with glazing sealant, as well as other glazing materials including insulating units.
- D. Glazing Contractor shall provide test reports showing that the glass meets the requirements of any security test reports specified on drawings.

## 1.6 QUALITY ASSURANCE

- A. Comply with published recommendations of glass product manufacturers and organizations below, except where more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this section or referenced standards.
- B. Safety glass products are to comply with CPSC 16 CFR Part 1201 for Category II materials.
- C. Insulating Glass products are to be permanently marked either on spacers or at least one insulating unit component with appropriate certification label of inspecting and testing agency indicated below:
  - 1. US - Insulating Glass Certification Council (IGCC)
- D. Single-source fabrication responsibility: All glass fabricated for each type shall be processed and supplied by a single fabricator.

## 1.7 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's instruction for receiving, handling, storing and protecting glass and glazing materials.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
- D. Exercise exceptional care to prevent edge damage to glass, and damage/deterioration to coating on glass.
- E. Where insulating glass units will be exposed to substantial altitude changes, comply with insulating glass fabricator's recommendations of venting and sealing.

## 1.8 PROJECT / SITE CONDITIONS

- A. Environmental Requirements: Installation of glass products at ambient air temperature below 40 degrees F (4.4 degrees C) is prohibited.
- B. Field Measurements: When construction schedule permits, verify field measurements with drawing dimensions prior to fabrication of glass products.

## 1.9 WARRANTY

- A. Provide a written 10-year limited warranty from date of manufacture for insulating glass. Warranty covers deterioration due to normal conditions of use and not to handling, installing, protecting and maintaining practices contrary to glass manufacturer's published instructions.
- B. Provide written 5-year warranty from date of manufacture for composite interlayer laminated glass. Warranty covers deterioration due to normal conditions of use and not to handling installing, protecting and maintaining practices contrary to glass manufacturer's published instructions.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturer is used in this section to refer to a firm that produces primary glass or fabricated glass as defined in the referenced standards.
  - 1. Acceptable Manufacturers: Oldcastle Building Envelope, Guardian Industries, Pilkington, Vitro Architectural Glass (formerly PPG), or equal.

### 2.2 MATERIALS

- A. Monolithic Two-Ply Laminated Glass
  - 1. Laminated glass shall comply with ASTM C1172 and with other requirements as specified (UL 972, ASTM F1233, etc.).
- B. Sealed Insulating Glass (IG) Units with Two-Ply Laminated Glass Inboard Lite
  - 1. Insulating glass units are certified through the Insulating Glass Certification Council (IGCC) to ASTM E2190.

2. Annealed float glass shall comply with ASTM C1036, Type I, Class 1 (clear), Class 2 (tinted), Quality-Q3.
  3. Heat-Strengthened float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind HS.
  4. Tempered float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind FT.
  5. Laminated glass shall comply with ASTM C1172 and with other requirements as specified (UL 972, ASTM F1233, etc.).
- C. Sealed Insulating Glass (IG) Units with Two-Ply Laminated Glass Outboard Lite
1. Insulating glass units are certified through the Insulating Glass Certification Council (IGCC) to ASTM E2190.
  2. Annealed float glass shall comply with ASTM C1036, Type I, Class 1 (clear), Class 2 (tinted), Quality-Q3.
  3. Heat-Strengthened float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind HS.
  4. Tempered float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind FT.
  5. Laminated glass shall comply with ASTM C1172 and with other requirements as specified (UL 972, ASTM F1233, etc.).
- D. Glazing Products
1. Select appropriate glazing sealants, tapes, gaskets and other glazing materials of proven compatibility with other materials that they contact. These include glass products, insulating glass unit seals and glazing channel substrates under installation and service conditions, as demonstrated by testing and field experience.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Site Verification and Conditions
1. Verify that site conditions are acceptable for installation of the glass.
  2. Verify openings for glazing are correctly sized and within tolerance.
  3. Verify that a functioning weep system is present.
  4. Verify that the minimum required face and edge clearances are being followed.
  5. Do not proceed with glazing until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protection
1. Handle and store product according to manufacturers' recommendations.
- B. Surface Preparation
1. Clean and prepare glazing channels and other framing members to receive glass.
  2. Remove coatings and other harmful materials that will prevent glass and glazing installation required to comply with performance criteria specified.

### 3.3 INSTALLATION

- A. Install products using the recommendations of manufacturers of glass, sealants, gaskets and other glazing materials, except where more stringent requirements are indicated, including those in the "GANA Glazing Manual".
- B. Verify that Insulating Glass (IG) Unit secondary seal is compatible with glazing sealants.
- C. Install glass in prepared glazing channels and other framing members.
- D. Install setting blocks in rabbets as recommended by referenced glazing standards in GANA Glazing Manual and IGMA Glazing Guidelines.

- E. Provide bite on glass, minimum edge and face clearances and glazing material tolerances recommended by GANA Glazing Manual.
- F. Provide weep system as recommended by GANA Glazing Manual.
- G. Set glass lites in each series with uniform pattern, draw, bow and similar characteristics.
- H. Distribute the weight of the glass unit along the edge rather than at the corner.
- I. Comply with manufacturer's and referenced industry recommendations on expansion joints and anchors, accommodating thermal movement, glass openings, use of setting blocks, edge, face and bite clearances, use of glass spacers, edge blocks and installation of weep systems.
- J. Protect glass from edge damage during handling and installation.
- K. Prevent glass from contact with contaminating substances that result from construction operations, such as weld spatter, fireproofing or plaster.
- L. Remove and replace glass that is broken, chipped, cracked or damaged in any way.

#### 3.4 CLEANING

- A. Clean excess sealant or compound from glass and framing members immediately after application, using solvents or cleaners recommended by manufacturers.
- B. Do not use scrapers or other metal tools to clean glass.

**END OF SECTION 088819**