SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GRETNA CDBG MT 140
PUBLIC SAFETY BUILDING EXPANSION

PREPARED FOR:

CITY OF GRETNA

Anthony J. Baker, Mayor
Jeff McNealy, Mayor Pro-Tem
Gary L. Russ-Sills, Commissioner
James Payne, Commissioner
Evelyn Riley Goldwire, Commissioner
Antonio Jefferson, City Manager

January 2026

Project No. 50182499

PREPARED BY:

20684 Central Avenue East
Blountstown, FL 32424
850-674-3300

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ADDITIONAL GOVERNING STANDARDS AND SPECIFICATIONS:

1. ALL SEWER AND WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP RULES AND REGULATIONS, CITY OF GRETNA AND CURRENT FLORIDA BUILDING CODE.
2. FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
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NOTICE TO RECEIVE SEALED BIDS

The City of Gretna will receive sealed bids from any qualified person, company or corporation interested in providing construction services for the following project:

GRETNA CDBG PUBLIC SAFETY BUILDING EXPANSION

This is a CDBG-MIT (84 FR 45838, 8/10/2019) funded project. Funds have been awarded by the Florida Department of Commerce. Project consists of expanding the Fire Department building by 3,700 square feet to add three additional service bays and areas for equipment storage for the City's Public Works Department. The existing building, which isn't currently able to be occupied due to damage from Hurricane Michael, will be demolished to make room for the expansion and construction of a required stormwater management facility.

Plans and specifications can be obtained at Dewberry Engineers Inc., 20684 Central Avenue East, Blountstown, Florida 32424. For questions, please contact Justin Ford at (850) 674-3300 or jford@dewberry.com. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes. Cost for Plans and Specifications will be **$50.00 per set** and is non-refundable. Checks should be made payable to DEWBERRY ENGINEERS INC. Digital sets are available at no charge.

Completion date for this project will be **180** calendar days from the date of the Notice to Proceed presented to the successful bidder.

Liquidated damages for failure to complete the project on the specified date will be set at $1,500.00 per day.

Submittal responses shall be provided electronically via DemandStar at: https://www.demandstar.com/ in Adobe PDF electronic format. Submittals must be received via DemandStar no later than **_____, 2026 at ___ pm EST**. No proposal will be accepted after the established deadline. The City will not be responsible for any delays related to the electronic submission of proposals.

The Bid will be awarded to the lowest responsive, responsible bidder.

All Bids shall remain firm for a period of sixty days after the opening. All bidders shall comply with all applicable State and local laws concerning licensing registration and regulation of contractors doing business to the State of Florida.

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

Dewberry Engineers Inc.
20684 Central Avenue East
Blountstown, FL 32424

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within - 10 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Other required information regarding qualifications

E. [Other required information regarding qualifications]

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

of construction, and for safety precautions and programs incident thereto.

4. This item has been intentionally left blank.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or

indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

E. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

I. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 There WILL be a mandatory pre-bid conference on **Tuesday, March 10, 2026 at 10:00 AM EST**, at 14615 Main Street, Gretna, Florida 32332..

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 181 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such

Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for those portions of the work for which such identification is required. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *This section intentionally left blank*

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *This section intentionally left blank.*

14.04 *This section intentionally left blank.*

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form. Bidders shall submit two (2) copies of the bid for and all attachments.

15.02 A Bid shall be received no later than the date and time prescribed. All bids must be submitted electronically via DemandStar at https://www.demandstar.com/ in Adobe PDF electronic format. No proposal will be accepted after the established deadline. The City will not be responsible for any delays related to the electronic submission of proposals.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 This section intentionally left blank.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Mailing Address:

City of Gretna
Post Office Drawer 220
Gretna, FL 32332

Physical Address:

City of Gretna
14615 Main Street
Gretna, FL 32332

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Gretna CDBG Public Safety Building Expansion					
Item	***Description***	***Qty.***	***Unit***	***Unit Price***	***Total***
GENERAL COSTS					
1.01	MOBILIZATION	1	LS		
1.02	MAINTENANCE OF TRAFFIC	1	LS		
1.03	CLEARING & GRUBBING	1	LS		
1.04	BONDS AND INSURANCE	1	LS		
1.05	CERTIFIED AS-BUILTS	1	LS		
1.06	TESTING AND LAYOUT	1	LS		
				SUBTOTAL	
CIVIL					
2.01	SEDIMENT BARRIER (SILT FENCE)	725	LF		
2.02	BUILDING DEMO	1	LS		
2.03	TREE REMOVAL	3	EA		
2.04	EARTHWORK	1	LS		
2.05	LIMEROCK BASE COURSE	350	CY		
2.06	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	232	TN		
2.07	8" CONCRETE PAVEMENT	1300	SY		
2.08	6" CONCRETE SIDEWALK	543	SY		
2.09	CONCRETE BOLLARDS	9	EA		
2.10	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH 15" CD	75	LF		
2.11	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH 18" CD	52	LF		
2.12	ELLIPTICAL CONCRETE ENDWALLS	6	EA		
2.13	6.0' CHAIN-LINK FENCE (BLACK VINYL)	336	LF		
2.14	6" RIBBON CURB	50	LF		
2.15	PERFORMANCE TURF, SOD	1494	SY		
2.16	CONCRETE CURB STOPS	6	EA		
2.17	SIGNAGE	4	EA		
2.18	STRIPING/PAVEMENT MARKINGS	1	LS		
				SUBTOTAL	

BUILDING (ARCH AND MEP)					
3.01	BUILDING ADDITION	1	LS		
				SUBTOTAL	
				TOTAL BASE BID	

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: _____

F. Public Entity Crimes

G. Anti-Collusion

H. Conflict of Interest

I. Drug-Free Workplace

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *Indicate correct name of bidding entity*

_____

By:
Signature _____

Printed name _____
(If Bidder is a corporation, a limited liability company, partnerships, or a joint venture, attach evidence of authority to sign.)

Attest:
Signature _____

Printed name _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER*:* City of Gretna
14615 Main Street
Gretna, FL 32332

BID
Bid Due Date:
Description: **Gretna CDBG Public Safety Building Expansion**

BOND
Bond Number:
Date:
Penal sum: _____ $ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Gretna 14615 Main Street Gretna, FL 32332	Owner's Contract No.:	
Engineer:	Dewberry Engineers Inc. 20684 Central Avenue East Blountstown, FL 32424	Engineer's Project No.:	50182499
Project:	Gretna CDBG Public Safety Building Expansion	Contract Name:	
Bidder:			
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

This project consists of expanding the Fire Department building by 3,700 square feet to add three additional service bays and areas for equipment storage for the City's Public Works Department. The existing building, which isn't currently able to be occupied due to damage from Hurricane Michael, will be demolished to make room for the expansion and construction of a required stormwater management facility.

The Contract Price of the awarded Contract is: _____

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *Revise if multiple copies accompany the Notice of Award*

☐ A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *e.g., performance and payment bonds* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** City of Gretna

By: _____

Authorized Signature

Title: _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Gretna ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of expanding the Fire Department building by 3,700 square feet to add three additional service bays and areas for equipment storage for the City's Public Works Department. The existing building, which isn't currently able to be occupied due to damage from Hurricane Michael, will be demolished to make room for the expansion and construction of a required stormwater management facility.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gretna CDBG Public Safety Building Expansion.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Dewberry Engineers Inc.

3.02 The Owner has retained Dewberry Engineers Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **150 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180 calendar days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 1,500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner $ 1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work , a contract price of:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. General Conditions
5. Supplementary Conditions
6. CDBG Documents
    a. CDBG Supplemental Conditions
    b. CDBG Wage Decision
    c. Prime Contractor Efforts to Utilize Minority/Women Subcontractors
    d. Lists of Certified Minority/Woman Businesses
    e. Public Entity Crime
    f. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions)
    g. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions)
    h. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor)
    i. Section 3 Guidelines
7. Technical Specifications as listed in the table of contents
8. Addenda
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract known as FHWA 1273 and shall comply with all applicable procedures, guidelines, manuals, standards, and directives as described in the FDOT Local Agency Program Manual. The contract will also be responsible for including these requirements in all sub-contracts. FHWA 1273 is attached within these contract documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ___ (which is the Effective Date of the Contract).

OWNER: City of Gretna	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, partnerships, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
City of Gretna	_____
14615 Main Street	_____
Gretna, FL 32332	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	City of Gretna 14615 Main Street Gretna, FL 32332	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Dewberry Engineers Inc. 20684 Central Avenue East Blountstown, FL 32424	Engineer's Project No.:	50182499
Project:	Gretna CDBG Public Safety Building Expansion	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____. *See Paragraph 4.01 of the General Conditions*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the Work will be substantially completed by _____ and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by _____.

Owner: City of Gretna
14615 Main Street
Gretna, FL 32332

Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Dewberry Engineers, Inc.
20684 Central Avenue East
Blountstown, FL 32424

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR: SURETY:

OWNER: City of Gretna
14615 Main Street
Gretna, FL 32332

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: **Gretna CDBG Public Safety Building Expansion**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR: SURETY:

OWNER: City of Gretna
14615 Main Street
Gretna, FL 32332

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: **Gretna CDBG Public Safety Building Expansion**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): City of Gretna	From (Contractor):	Via (Engineer): Dewberry Engineers Inc.
Project: Gretna CDBG Public Safety Building Expansion	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 50182499

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	**$**
2. Net change by Change Orders	**$**
3. Current Contract Price (Line 1 ± 2)	**$**
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	**$**
5. RETAINAGE:	
a. X _____ Work Completed	**$**
b. X _____ Stored Material	**$**
c. Total Retainage (Line 5.a + Line 5.b)	**$**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	**$**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	**$**
8. AMOUNT DUE THIS APPLICATION	**$**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	**$**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Gretna CDBG Public Safety Building Expansion

Application Number:

Application Period:

Application Date:

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Gretna CDBG Public Safety Building Expansion

Application Number:

Application Period:

Application Date:

A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

Stored Material Summary

Contractor's Application

For (Contract): Gretna CDBG Public Safety Building Expansion								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Gretna 14615 Main Street Gretna, FL 32332	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Dewberry Engineers, Inc. 20684 Central Avenue East Blountstown, FL 32424	Engineer's Project No:	50182499
Project:	Gretna CDBG Public Safety Building Expansion	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work

☐ The Following specified portions of the Work: _____

_____

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:
☐ None
☐ As follows:

Amendments to Contractor's responsibilities:
☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor one (1) copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the effective date of the Contract.

SC-4.02.A Delete Paragraph 4.02.A in its entirety and insert the following:

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. With prior Owner approval, Contractor may start work before this date.

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Employer's Liability:	
Bodily injury, each accident	$ 1,000,000
Bodily injury by disease, each employee	$ 1,000,000
Bodily injury/disease aggregate	$ 1,000,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$ 2,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ 1,000,000
Each accident	$ 1,000,000
Property Damage:	
Each accident	$ 1,000,000
Combined Single Limit of	$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence	$ 5,000,000
General Aggregate	$ 5,000,000

5. Contractor's Pollution Liability:

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraph immediately after Paragraph 7.02.B:

1. Regular working hours are defined as up to nine (9) hours per day, Monday through Friday beginning no earlier than 7:30 a.m. and ending no later than 5:00 p.m. excluding 30 minutes for lunch. Whenever the Contractor is performing any part of the Work with the exception of equipment maintenance and cleanup, Owner's representative and/or inspection may be required. Requests to work other than regular working hours must be submitted to the Owner's designated representative at least 48 hours prior to any proposed weekend work or scheduled extended workweeks to give the Owner ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that twenty four hours notice is provided to the Owner's designated representative. Maintenance and cleanup may be performed during hours other than regular working hours with no notice. The Contractor shall not work on any Federal holiday unless previously approved by the Owner.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as:

Project Manager	$135.00/hour
Project Engineer	$95.00/hour
Inspector	$55.00/hour

SC-7.06 Concerning Subcontractors, Suppliers, and Others

SC-7.06 Add the following new paragraph immediately after Paragraph 7.06.O:

P. The Contractor shall not award work valued at more than fifty (50%) of the Contract Price to Subcontractor(s) without prior written approval of the Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16 Delete Paragraph 7.16.B.1.a in its entirety and insert the following:

a. Contractor shall submit five (5) copies of all shop drawings for Engineer's review and approval.

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

SC-15.01 Progress Payments

SC-15.01.B Add the following language at the end of Paragraph 15.01.B.3:

3. No Payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-15.01.D Amend by replacing the word "Ten" with "Thirty".

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Final Resolution Method

A. All matters subject to final resolution under this Article will be decided by a non-jury trial in the court system of the County in which the work is located.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	City of Gretna 14615 Main Street Gretna, FL 32332	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Dewberry Engineers Inc. 20684 Central Avenue East Blountstown, FL 32424	Engineer's Project No.:	50182499
Project:	Gretna CDBG Public Safety Bldg Expansion	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** ***[note changes in Milestones if applicable]***
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

SECTION 00262- SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to _____

   by _____

   For _____

   Whose business address is _____

   _____

   _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 2871.33 (1)(a) , Florida Statutes, means:
   (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or

   (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____day of _____.

Personally known _____

OR Produced identification _____ Notary Public- State of _____

_____ My commission expires_____

_____
[printed, typed or stamped commissioned name of notary public]

END OF SECTION 00262

SECTION 00302-

ANTI-COLLUSION STATEMENT

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

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of bids for this contract.

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

_____	_____
Signature	Company Name
_____	_____
Title	Address
_____	_____
Date	Phone Number

END OF SECTION 00302

SECTION 00303-

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

NAME(S) POSITION(S)

_____

_____

_____

_____

_____

(Signature)

Title / Date: _____

Business Name: _____

END OF SECTION 00303

SECTION 00304-

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Bidder’s Signature

END OF SECTION 00304

Supplemental Conditions for Construction Contracts

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

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify
13. Environmental Conditions
14. Items to be Posted on Jobsite
15. 2 CFR Appendix II to Part 200

==========

1. <u>Termination (Cause and Convenience)</u>

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(l) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

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

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to

termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

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

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

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

3. Retention of Records

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

4. Remedies

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

5. Environmental Compliance

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

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

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

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

(1) The contractor shall not discriminate against any employee or applicant for employment because of

race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."

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

(5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

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

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

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

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

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

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

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

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

1. As used in these specifications:

   A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

   D. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or
subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs

7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

   (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

   (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and

apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.

(f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

The contractor does not maintain or provide for its employees any segregated facilities at any of its

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

As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

F. Civil Rights Act of 1964

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

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

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

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

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

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

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with

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

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to
employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

It shall be unlawful for an employer-

(1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such
individual's age;

(2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee,
because of such individual's age; or

(3 to reduce the wage rate of any employee in order to comply with this chapter.

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

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

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

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

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

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

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

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

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

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

10. Federal Labor Standards Provisions

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

A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under

OMB control number 1215-0140.)

(iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours

worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) (a) Apprentices and Trainees.

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

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

approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate
instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in
29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

(9) Disputes Concerning Labor Standards**.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL)set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.

(10) (a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of
such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other
Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act , which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety

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

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

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

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

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

wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

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

D. Deductions

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

E. Classifications Not Included in the Wage Decision

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

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

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed

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

F. Supervisory Personnel

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

G. Sole Proprietorships/Independent Contractors/Leased Workers

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

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

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

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

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

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

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

12. E-Verify

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

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

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

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

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

(c) The Department of Homeland Security offers tutorials and other assistance at the web address below: http://www.uscis.gov/e-verify/you-start

13. Environmental Conditions

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

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

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

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

14. Items to be Posted on Jobsite

A. Applicable Federal Wage Decision

B. Employee Rights poster

C. EEO is the Law

D. EEO is the Law supplementary poster

E. OSHA Job Safety and Health poster

15. Domestic Preference

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 including all contracts and purchase orders for work or products under this award.
(b) 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.

16. Recovered Materials

A non-Federal entity 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 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.

17. Green Building Standards

A non-Federal entity and its contractors must comply with 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.

18. 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award 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) Act, as amended (40 U.S.C. 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 U.S.C. 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 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides 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) Work Hours and Safety Standards Act (40 U.S.C. 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 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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 U.S.C. 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 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 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 U.S.C. 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 U.S.C. 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.

(K) Prohibition on certain telecommunications and video surveillance equipment or services (CFR 00.216).

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.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Appendix
Minority Participation Goals

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

Tampa-St. Petersburg Area	Percentage
Hillsborough, Pinellas, Pasco	17.9
Charlotte, Citrus, Collier, DeSoto,	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee	15.9
Polk	18.0
Sarasota	10.5
Tallahassee Area	
Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson,	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	
Pensacola - Panama City Area	
Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa,	15.4
Walton, & Washington (all five counties)	
Jacksonville Area	
Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns	21.8
Bradford, Columbia, Dixie, Gilchrist	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	
Orlando - Daytona Beach Area	**Percentage**
Volusia	15.7
Brevard	10.7
Orange, Osceola, & Seminole (all three counties)	15.5
Flagler, Lake, & Sumter (all three counties)	14.9
Miami - Fort Lauderdale Area	
Dade	39.5
Broward	15.5
Palm Beach	22.4
Glades, Hendry, Indian River, Monroe,	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

"General Decision Number: FL20230166 01/06/2023

Superseded General Decision Number: FL20220166

State: Florida

Construction Type: Highway

County: Gadsden County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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)(2)-(60).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 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 2023.

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	01/06/2023

SUFL2013-027 08/19/2013

	Rates		Fringes
CARPENTER, Includes Form Work	$ 12.58	**	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.46	**	0.00
ELECTRICIAN	$ 22.11		0.00
FENCE ERECTOR	$ 11.21	**	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 13.11	**	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	**	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.73	**	3.03
INSTALLER - GUARDRAIL	$ 11.46	**	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	**	0.00
IRONWORKER, REINFORCING	$ 16.24		0.00
IRONWORKER, STRUCTURAL	$ 16.42		0.00
LABORER (Traffic Control Specialist)	$ 11.19	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 9.86	**	2.53
LABORER: Common or General	$ 9.39	**	1.97

LABORER: Flagger	$ 10.25	**	0.00
LABORER: Grade Checker	$ 11.03	**	0.00
LABORER: Landscape & Irrigation	$ 8.86	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.81	**	0.00
LABORER: Pipelayer	$ 11.44	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.44	**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 14.07	**	0.00
OPERATOR: Broom/Sweeper	$ 11.10	**	1.89
OPERATOR: Bulldozer	$ 15.13	**	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	**	0.00
OPERATOR: Crane	$ 21.23		0.00
OPERATOR: Curb Machine	$ 19.21		0.00
OPERATOR: Drill	$ 14.78	**	0.00
OPERATOR: Forklift	$ 12.29	**	0.00
OPERATOR: Gradall	$ 14.71	**	0.00
OPERATOR: Grader/Blade	$ 17.04		0.00
OPERATOR: Loader	$ 11.14	**	1.89
OPERATOR: Mechanic	$ 15.84	**	0.00
OPERATOR: Milling Machine	$ 13.29	**	1.92
OPERATOR: Oiler	$ 16.32		0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.63	**	1.96
OPERATOR: Piledriver	$ 17.23		0.00

OPERATOR: Post Driver (Guardrail/Fences)	$ 17.02	0.00
OPERATOR: Roller	$ 10.29 **	0.00
OPERATOR: Scraper	$ 12.01 **	0.00
OPERATOR: Screed	$ 13.42 **	0.00
OPERATOR: Tractor	$ 9.81 **	0.00
OPERATOR: Trencher	$ 16.04 **	0.00
PAINTER: Spray	$ 19.57	0.00
TRUCK DRIVER: Dump Truck	$ 10.00 **	1.91
TRUCK DRIVER: Flatbed Truck	$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.50 **	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96 **	0.00
TRUCK DRIVER: Water Truck	$ 12.90 **	0.00

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 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Prime Contractor Efforts to Utilize Minority/Woman Subcontractors

Check the applicable category blank, and complete

_____ **The following minority/woman subcontractor(s) will be utilized for this project:**

_____

_____

_____

_____ **The following trades will be subcontracted, but no minority/woman subcontractors will be used because** (describe efforts to hire minority/woman)

Trade: _____ Effort & Result: _____

_____

Trade: _____ Effort & Result: _____

_____

Trade: _____ Effort & Result: _____

_____

Trade: _____ Effort & Result: _____

_____

_____ **No subcontractors are expected to be needed for this project. <u>If subcontracting needs arise, efforts to utilize a minority/woman vendor will be documented and provided to the contracting agency.</u>**

_____ _____

Contractor/Bidder Name Signature of Owner/Officer _____

Form developed by Roumelis Planning and Development Services, Inc.

Florida UCP DBE Directory

Number of Vendors Returned:163
Selection Criteria:
Certification: All DBE and ACDBE Certified Vendors
Available Work Districts : ('03')
That have ANY of the NAICS: ('237310')
Certification Area: ('HIGHWAY')

Vendor Name	NAICS Description	Vendor DBE Contact Name	Vendor DBE Contact Phone	Vendor DBE Contact Email Address	Vendor Physical City	Vendor Physical State
3C CONSTRUCTION CORPORATION	Commercial and Institutional Building Construction	ORLANDO J CASARIEGO	(305) 638-5511	OJC@3CCONSTRUCTIONCORP.COM	MIAMI	FL
814 SAND INC	Water and Sewer Line and Related Structures Construction	BILLIE J PITTS	(850) 814-7263	BJPITTS@814SAND.COM	PANAMA CITY	FL
A & A FONTE INC	New Multifamily Housing Construction (except For-Sale Builders)	ANDRES FONTE	(305) 512-4739	ACCOUNTING@AAFONTE.COM	MEDLEY	FL
A HALCON CONTRACTORS INC DBA SMART TRAFFIC SERVICES	All Other Specialty Trade Contractors	ALVARO GONZALEZ	(410) 978-2132	AL@SMARTTRAFFICSERVICES.COM	BALTIMORE	MD
A2 GROUP INC	Commercial and Institutional Building Construction	ALBERTO G RIBAS	(305) 668-8939	RIBASA@A2GROUP.COM	MIAMI	FL
ABSOLUTE SOLUTIONS ARS LLC	Other Management Consulting Services	REBEKAH REGISTER	(850) 258-8782	RREGISTER@ABSOLUTE-ARS.COM	PANAMA CITY BEACH	FL
ADEBCO INC	Highway, Street, and Bridge Construction	DEBRA YOUNG	(931) 863-8338	DYOUNG@ADEBCO.COM	CLARKRANGE	TN
ADVANCED TRAFFIC SERVICES LLC	Highway, Street, and Bridge Construction	DURAN HILL	(303) 434-2836	DURAN@ADVANCEDTRAFFICTEAM.COM	AURORA	CO
AE ENGINEERING INC	Site Preparation Contractors	RODRICK MYRICK	(904) 337-6324	ROD@AEENGINEERINGINC.COM	JACKSONVILLE	FL
AMERICAN BUILDERS MASTERS CORP DBA AMERICAN COOLING MASTERS CORP	New Single-Family Housing Construction (except For-Sale Builders)	JOSE BENITEZ	(786) 237-0777	JOSE@AMERICANBUILDERSMASTERS.COM	MIAMI	FL
ARGON ROADWAY SIGNS CORP	Highway, Street, and Bridge Construction	GONZALO SEPULVEDA RAMIREZ	(239) 821-0689	GONZALO@ARGONROADWAYSIGNS.COM	ORLANDO	FL
ARMAND CORPORATION	New Single-Family Housing Construction (except For-Sale Builders)	BARBARA KUSHNER	(212) 542-4129	ADMIN@ARMANDCORP.COM	NEW YORK	NY
AVIMAN MANAGEMENT LLC	Commercial and Institutional Building Construction	WALLACE LEVI COLEMAN	(302) 377-5788	LEVI@AVIMANMANAGEMENT.COM	WILMINGTON	DE
AXIOS CONSTRUCTION SERVICES, LLC	Highway, Street, and Bridge Construction	RAMI SADRACK	(321) 352-6829	RAMISADRADK@AXIOSCS.COM	CASSELBERRY	FL
AXTELL'S PAVEMENT SOLUTIONS LLC	Highway, Street, and Bridge Construction	RENEE AXTELL	(570) 840-4168	APSINC41@GMAIL.COM	SCOTT TOWNSHIP	PA
B & B STRUCTURAL CONCRETE INC	Highway, Street, and Bridge Construction	LYNDELL BRIGHT	(850) 625-5431	ABRIGHT1@KNOLOGY.NET	PANAMA CITY BEACH	FL
B & E SIGNAL AND LIGHTING INC	All Other Specialty Trade Contractors	NISA MASILA	(941) 210-4557	NISA@BEUTILITY.COM	SARASTOA	FL
B&R PROJECT MANAGEMENT INC	Water and Sewer Line and Related Structures Construction	BARBARA A COLEMAN	(303) 304-2098	BACDENVER@YAHOO.COM	AURORA	CO
BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT LLC	All Other Professional, Scientific, and Technical Services	CHRISTOPHER BACALLAO	(305) 665-5542	BCONENG@GMAIL.COM	MIAMI	FL
BARREIRO CONSTRUCTION CORPORATION	Highway, Street, and Bridge Construction	ABELE BARREIRO	(305) 258-1788	ABELE.B@GMAIL.COM	PRINCETON	FL
BCSS LLC	Remediation Services	WADE DOUTHIT	(770) 834-4681	WDOUTHIT@AIS-INFRASTRUCTURELLC.COM	CARROLL	GA
BIDKON PLLC	Highway, Street, and Bridge Construction	ALBEIRO LOAIZA	(704) 309-8052	LOAIZAPM14@GMAIL.COM	MATTHEWS	NC
BIG ISLAND CONSTRUCTION COMPANY INC	Highway, Street, and Bridge Construction	CHERIE HODGE	(850) 510-5119	CHODGE6304@AOL.COM	MONTICELLO	FL
BILLY SIMMONS BACKHOE HAULING & SEPTIC CONTRACTOR LLC	Landscaping Services	BILLY SIMMONS	(850) 509-1465	BSIMBOB1@AOL.COM	LAMONT	FL
BLACKTIP SERVICES INC	Highway, Street, and Bridge Construction	GINA SPENCER	(954) 324-5300	BLACKTIPEMAIL@YAHOO.COM	CELEBRATION	FL
BONE DRY ENTERPRISES INC	Highway, Street, and Bridge Construction	TERESA O SOWARDS	(904) 449-4550	TERRIS@BONEDRYFLORIDA.COM	ELKTON	FL
BRIDGE RUBBER BEARING LLC	Fabricated Structural Metal Manufacturing	KRISHNAMOORTHY PALANIAPPAN	(206) 683-4865	KRISHNA@BRIDGERUBBERBEARING.COM	TYLER	TX
BROWN BROTHERS THE FAMILY LLC	Highway, Street, and Bridge Construction	GEORGE BROWN	(904) 551-7240	BROWNBROTHERSTHEFAMILYINC@OUTLOOK.COM	JACKSONVILLE	FL
BROWNCO MANUFACTURING AND SALES LLC	Highway, Street, and Bridge Construction	DANA BROWN	(918) 794-2855	DANA@BROWNCOMFG.COM	TULSA	OK
C A P CONTRACTING INC	Residential Remodelers	GENORVIS PETERSON	(904) 765-1155	INFO@CAPCONTRACTING.COM	JACKSONVILLE	FL
C SLAGTER CONSTRUCTION INC	All Other Specialty Trade Contractors	CYNTHIA SLAGTER	(616) 437-0786	ZINDAR@SLAGTER.NET	PALM CITY	FL
CE HUGHES MILLING INC	Highway, Street, and Bridge Construction	CAROLINE E HUGHES	(812) 725-8665	CAROLINE@HUGHESMILLING.COM	JEFFERSONVILLE	IN
CEB CONSTRUCTION INC	New Single-Family Housing Construction (except For-Sale Builders)	JAVIER BUSTOS	(786) 277-5939	JAVIER.BUSTOS@CEBENGINEERING.COM	MIAMI	FL
CES CONSULTING LLC	Engineering Services	AVTAR SINGH	(571) 402-9159	ASINGH@CES-CONSULTINGLLC.COM	DULLES	VA
CHAMPION CONTRACTORS INC	Site Preparation Contractors	HOWARD HOLLEY	(850) 423-0235	HOWARD.CCON@GMAIL.COM	CRESTVIEW	FL
COASTLINE CONSULTING SERVICES INC	Highway, Street, and Bridge Construction	HENRY WHITE JR	(912) 663-0827	HWHITE@COASTLINE-CONSULTING.COM	POOLEN	GA
COBALT CONSTRUCTION GROUP LLC	Highway, Street, and Bridge Construction	LUIS FELIPE PORRO	(305) 854-5504	LFPORRO@COBALTCCG.COM	KEY BISCAYNE	FL
COMPLETE HIGHWAY IMPROVEMENT INC	All Other Specialty Trade Contractors	LUIS EDGAR MORENO	(954) 370-9339	ALEX@COMPLETEHIGHWAY.COM	DANIA BEACH	FL
COMTECH ENGINEERING INC	New Single-Family Housing Construction (except For-Sale Builders)	JOSE SIERRA	(305) 397-8283	CSIERRA@COMTECHENG.COM	SOUTH MIAMI	FL
CONNICO LLC	Highway, Street, and Bridge Construction	CHRISTY S SHADOWENS	(615) 758-7474	DBE@CONNICO.COM	MOUNT JULIET	TN
CONSTRUCT GROUP CORP	New Single-Family Housing Construction (except For-Sale Builders)	JUAN QUESADA	(305) 824-8845	JDORA@CONSTRUCTGROUPCORP.COM	MIAMI LAKES	FL
CONSTRUCTION SUPPORT SOUTHEAST INC	Highway, Street, and Bridge Construction	CHERYL CLARK	(850) 251-2507	CSSEINC@COMCAST.NET	TALLAHASSEE	FL
D HONORE CONSTRUCTION LLC	All Other Specialty Trade Contractors	DWAYNE HONORE'	(225) 751-3078	ACCOUNTING@DHONORE.COM	BATON ROUGE	LA
D M CONLON INC DAN-KEL CONCRETE CUTTING & CORING	Highway, Street, and Bridge Construction	KELLY CONLON	(643) 449-0199	KELLY@DANKELCONCRETE.COM	MYRTLE BEACH	SC
D. STEPHENSON CONSTRUCTION, INC	Industrial Building Construction	DWIGHT STEPHENSON	(954) 315-7020	DINAH@DSTEPHENSON.COM	FORT LAUDERDALE	FL
DAVID TAYLOR CONSTRUCTION INC	All Other Specialty Trade Contractors	DAVID TAYLOR	(850) 491-2311	DTAYLORCON@GMAIL.COM	MOULTRIE	GA
DB CIVIL CONSTRUCTION LLC	Highway, Street, and Bridge Construction	CONNIE BAYLOR	(386) 256-7460	CBAYLOR@DBCIVILCONSTRUCTION.COM	ORMOND BEACH	FL
DECCA PAVING INC	All Other Specialty Trade Contractors	JASON D GIBBS	(585) 279-0948	DECCAPAVING@GMAIL.COM	ROCHESTER	NY
DENNIS BOBCAT SERVICES CORP	Highway, Street, and Bridge Construction	WILL DENNIS	(954) 583-6186	SEAB45107@GMAIL.COM	PLANTATION	FL
DENSON CONSTRUCTION INC	Highway, Street, and Bridge Construction	RALPH DENSON JR	(813) 267-8357	PETE@DENSON-CONSTRUCTION.COM	LAKELAND	FL
DESIGN BUILD ENGINEERS & CONTRACTORS CORP	Highway, Street, and Bridge Construction	MICHAEL THOMPSON	(407) 734-1070	GTHOMPSON@DBEC.COM	ORLANDO	FL
DEV-LAND DEMOLITION & SITE INC	Industrial Building Construction	CARL DEVEAUX	(561) 585-6370	DEVLAND6370@GMAIL.COM	BOYNTON BEACH	FL
DIXON PAVING INC	All Other Specialty Trade Contractors	TRACEY DIXON	(919) 830-8498	DIXONPAVING@GMAIL.COM	RALEIGH	NC
DYNAMICS GROUP INC	Landscaping Services	DINESH SETARAM	(407) 656-1970	DSETARAM@GMAIL.COM	OCOEE	FL
E. R. BAIN & ASSOCIATES, LLC	Water and Sewer Line and Related Structures Construction	ERIC BAIN, JR	(407) 468-4086	ERIC@ERBAINAA.COM	ORLANDO	FL
EM PAVING CORP	All Other Specialty Trade Contractors	ELUBIA MUNOZ	(407) 832-5664	EMPAVING1221@AOL.COM	ORLANDO	FL
EMPIRE CONSTRUCTION SERVICES, INC.	Other Heavy and Civil Engineering Construction	MR CHARLES ROBERTS	(303) 399-1002	CHARLES.ROBERTS@EMPCON.COM	GREEWOOD VILLAGE	CO
ENCO LLC	Highway, Street, and Bridge Construction	WILSON SANCHEZ	(954) 342-2466	WSANCHEZ@ENCOLLC.COM	PEMBROKE PARK	FL
ENGECON CONSTRUCTION INC	Site Preparation Contractors	RAQUEL NAIM	(561) 585-1565	ENGECONCONSTRUCTION@GMAIL.COM	LAKE WORTH	FL
ENOVATE CONSULTING LLC	Engineering Services	AINE O DWYER	(908) 363-5299	AODWYER@ENOVATEENGINEERING.COM	CRANFORD	NJ
EXCEL 4 LLC	Highway, Street, and Bridge Construction	CLEO DAVIS	(407) 681-3710	EXCEL4LLC@YAHOO.COM	KISSIMMEE	FL
FLORIDA DEVELOPERS INC OF TALLAHASSEE	Landscaping Services	FRANK W WILLIAMS	(850) 224-6002	HILLARD@FLDEVELOPERS.COM	TALLAHASSEE	FL
FLORIDA PIPELINE COMPANY	Site Preparation Contractors	RODOLFO IBARRA	(305) 281-8746	RUDYENG@BELLSOUTH.NET	MIAMI	FL
FORRESTER DEVELOPER LLC	Framing Contractors	ELIZABETH FORRESTER	(334) 558-4229	BETH@FORRESTERDEVELOPER.COM	WETUMPKA	AL
GAINES AND SONS STRIPING LLC	All Other Specialty Trade Contractors	LAKEYSHA GAINES	(850) 893-4084	KEYGAINES@HOTMAIL.COM	TALLAHASSEE	FL
GATOR BORING & TRENCHING INC	Water and Sewer Line and Related Structures Construction	LISA J LYONS	(850) 477-0742	LISA@GATORBORING.COM	PENSACOLA	FL
GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	All Other Specialty Trade Contractors	GREGORY B GREEN	(850) 698-3785	GBGREEN30@HOTMAIL.COM	CANTONMENT	FL
GOSALIA CONCRETE CONSTRUCTORS INC	Highway, Street, and Bridge Construction	JAY GOSALIA	(813) 443-0984	JAY@GOSALIACO.COM	TAMPA	FL

GRADING AND BUSH HOG SERVICES INC	Site Preparation Contractors	JEFFREY SCOTT GRIFFIN	(904) 276-3314	GBHSINC@GMAIL.COM	ORANGE PARK	FL
GROUP PMX LLC	Administrative Management and General Management Consulting Services	FARID CARDOZO	(914) 733-2293	FCARDOZO@GROUPPMX.COM	KATONAH	NY
HALE CONTRACTING INC	Specialized Freight (except Used Goods) Trucking, Local	CHRISTI HALE	(850) 575-2506	C.HALE@HALECONTRACTING.NET	MIDWAY	FL
HARDSCAPES CONSTRUCTION INC	Site Preparation Contractors	KAREN M BASS	(410) 268-5402	ACCOUNTING@HARDSCAPESCONSTRUCTION.COM	EDGEWATER	MD
HIGHWAY SPECIALTIES INC	Highway, Street, and Bridge Construction	JANET M NICHOLSON	(850) 256-3397	JAN@HIGHWAYSPECIALTIESINC.COM	MCDAVID	FL
HIGHWAY STRIPING INC	Highway, Street, and Bridge Construction	JULIO NIETO	(305) 934-8833	HIGHWAYSTRIPINGINC@GMAIL.COM	MIAMI	FL
HOLLINS CONSULTING INC	Commercial and Institutional Building Construction	GUY HOLLINS	(415) 238-1300	CONTACT@HOLLINSCONSULT.COM	SAN FRANCISCO	CA
HOMMES MASONRY, INC. DBA TOLTEC CONSTRUCTION	Commercial and Institutional Building Construction	HOMAR JAIMES	(407) 654-2648	HOMAR@TOLTECCONSTRUCTION.COM	WINTER GARDEN	FL
IMECO, INC	Commercial and Institutional Building Construction	JOHN JAME DENIS	(954) 699-5705	FDAGI@AOL.COM	LAUDERHILL	FL
INGRAM SIGNALIZATION INC	Electrical Contractors and Other Wiring Installation Contractors	TRACI INGRAM-GAY	(850) 433-8266	TRACI@INGRAMCORP.COM	PENSACOLA	FL
INTRON TECHNOLOGIES INC	Highway, Street, and Bridge Construction	JODY M WINDSOR	(904) 731-1445	JODY@INTRONTECH.COM	JACKSONVILLE	FL
J MORI PAINTING INC	Highway, Street, and Bridge Construction	JOE L MORI	(305) 825-7144	JLMORI@JMORIPAINTING.COM	HIALEAH	FL
J. LEWIS AND COMPANY (PART-TIME)	Land Subdivision	JARRETT LEWIS	(407) 342-5915	JARRETT@JLANDCOMPANY.COM	APOPKA	FL
JAMES FLETCHER CONSTRUCTION INC	Residential Remodelers	JAMES FLETCHER	(619) 405-9316	FLETCHERCONSTRUCTION5106@GMAIL.COM	SAN DIEGO	CA
JAMES MALLORY CONTRACTOR INC	Highway, Street, and Bridge Construction	JAMES MALLORY	(850) 981-9054	JMALLORY@JMALLORYCONTRACTORINC.COM	MILTON	FL
JANICE M RILEY INC DBA THE PAVING LADY	Highway, Street, and Bridge Construction	MAURO COMUZZI	(561) 572-2600	MAURO@PAVINGLADY.COM	BOYNTON BEACH	FL
JC MACHINE WORKS CORP	Structural Steel and Precast Concrete Contractors	PEDRO AMADOR	(305) 637-5280	FRANCISC@JCMACHINESHOP.COM	MIAMI	FL
JONES BENITEZ CORPORATION	Site Preparation Contractors	YVETTE BENITEZ JONES	(305) 821-1699	YVETTE@JONESBENITEZ.COM	MEDLEY	FL
JP HOGAN CORING & SAWING CORP	Highway, Street, and Bridge Construction	BERNADETTE HOGAN	(718) 761-7014	VGEISS@888JPHOGAN.COM	STATEN ISLAND	NY
JS & L SITE INC	Water and Sewer Line and Related Structures Construction	LISA KAVADAS	(305) 969-8076	STATESITEDEV@AOL.COM	MIAMI	FL
K E WHEELER CONSTRUCTION LLC	Highway, Street, and Bridge Construction	KENDRA WHEELER	(205) 286-4037	HMGBRD64@GMAIL.COM	WEST BLOCTON	AL
KAPCOOK ENTERPRISES LLC	Emergency and Other Relief Services	PRESTON COOK	(813) 616-5477	PRESTON@KAPCOOK.COM	RIVERVIEW	FL
KELLY ROADBUILDERS INC DBA KELLY CONSTRUCTION COMPANY	Highway, Street, and Bridge Construction	JERRY L KELLY	(205) 957-2484	JKELLY@KELLYROADBUILDERS.COM	BIRMINGHAM	AL
KENSTRUCTION DYNAMICS INC	Industrial Building Construction	BAKARI KENNEDY	(813) 732-1962	BAKARI.KENNEDY@KENSTRUCTION.NET	BRANDON	FL
KINKLE CONSULTING LLC	Highway, Street, and Bridge Construction	MEREDITH KINKLE	(813) 582-0071	MKINKLE@KINKLECONSULTING.COM	CARY	NC
KNS LLC	Media Representatives	KELLY WATERMAN	(214) 923-5476	KFWATERMAN@GMAIL.COM	DALLAS	TX
L30 CONSULTING LLC DBA L30 TRAFFIC CONTROL	Highway, Street, and Bridge Construction	ANGELA N MCNULTY	(850) 890-8408	ANGELA@L30CONSULTING.COM	PENSACOLA	FL
LANDMARK CIVIL SERVICES LLC (PART TIME)	Highway, Street, and Bridge Construction	JULIE GARRARD	(863) 967-3992	JULIEG@GARRARDINC.COM	AUBURNDALE	FL
LARS ENGINEERING INC	Highway, Street, and Bridge Construction	RANDY SUAREZ	(305) 310-9894	RSUAREZ@LARSENG.COM	MIAMI	FL
LMR CONSTRUCTION INC	Water and Sewer Line and Related Structures Construction	LUIS MONTANEZ	(863) 635-4651	LMRCONSTRUCTION06@YAHOO.COM	WEST FROST PROOF	FL
LOGISTICAL TRANSPORTATION COMPANY INC	Specialized Freight (except Used Goods) Trucking, Local	MARION GRAHAM JR	(904) 509-3350	MARIONGRAHAMJR@GMAIL.COM	JACKSONVILLE	FL
MAGGOLC INC	New Single-Family Housing Construction (except For-Sale Builders)	MARIO GONZALEZ	(786) 291-2949	MAGGOLC@YAHOO.COM	MIAMI	FL
MAGNITVDE	Document Preparation Services	IVAN MESTRE RODRIGUEZ	(512) 522-3332	IVAN@MAGNITVDE.COM	DENVER	CO
MBATTLE CONSTRUCTION LLC	Water and Sewer Line and Related Structures Construction	CELEST BATTLE	(727) 214-4301	MOEBATTLE@HOTMAIL.COM	LARGO	FL
MESSIER & ASSOCIATES INC	Specialized Freight (except Used Goods) Trucking, Local	FERNANDO MESSIER	(502) 515-2454	FERMESSIER@MESSAINC.COM	JEFFRSONVILLE	IN
MILESTONE CONSULTING & CONSTRUCTION, INC.	Commercial and Institutional Building Construction	CLIFFORD HUGHLEY	(954) 448-5645	CHUGHLEY@MILESTONECC.CO	WINTER PARK	FL
MK GUARDRAIL INC	All Other Specialty Trade Contractors	MAUNG T YAW	(954) 962-8421	MOEPHYUK@AOL.COM	HOLLYWOOD	FL
MT OLYMPUS CONCRETE CONSTRUCTION LLC	Highway, Street, and Bridge Construction	ALI PERRIN	(301) 213-6682	MINORITYCERTIFICATIONS@MTOLYMPUSCONCRETE.COM	BALTIMORE	MD
N D R MAINTENANCE SERVICE INC	Commercial and Institutional Building Construction	DIEGO ROZO	(954) 802-7790	NDR.INC@HOTMAIL.COM	DAVIE	FL
NAVJOY CONSULTING SERVICES INC	Power and Communication Line and Related Structures Construction	KANDANCE GREENE	(720) 399-4402	KGREENE@NAVJOYINC.COM	GOLDEN	CO
NOURY CONSTRUCTION COMPANY	Highway, Street, and Bridge Construction	YASMIN GENAO	(954) 227-0138	YGENAO@NOURYCONSTRUCTION.COM	CORAL SPRINGS	FL
OKB ROSETTA CONSTRUCTION LLC	Poured Concrete Foundation and Structure Contractors	KENNETH ROSETTA	(407) 625-4480	BRBRROSETTA@GMAIL.COM	ORLANDO	FL
ONAS CORPORATION	Commercial and Institutional Building Construction	BANDELE ONASANYA	(904) 745-0508	BANDELE@ONASCORPORATION.COM	JACKSONVILLE	FL
ONGRADE CONTRACTING INC	Highway, Street, and Bridge Construction	DEBRA WALKER	(855) 491-7200	DEBRA@ONGRADECONTRACTING.COM	LAKE SUZY	FL
OTAK GROUP INC	Temporary Help Services	ELIZABETH PITTMAN	(904) 225-2588	EPITTMAN@OTAKGROUP.COM	YULEE	FL
OVS GENERAL CONTRACTING AND CONSTRUCTION LLC	Highway, Street, and Bridge Construction	JUAN JOHNSON	(678) 886-5046	OVSGENERALCONTRACTING@GMAIL.COM	SMYRNA	GA
P & P CONTRACTING INC	General Freight Trucking, Local	MIGUEL P LOPEZ	(786) 899-1332	OFFICEMANAGER@PPCONTRACTING.US	MIAMI	FL
P & P STRIPING LLC	Highway, Street, and Bridge Construction	JEOVANNY PALENCIA	(386) 916-6426	PNPSTRIPING@GMAIL.COM	POMONA PARK	FL
PABON ENGINEERING INC	Site Preparation Contractors	ANIBAL PABON	(786) 218-3547	PABONENGINEERING@OUTLOOK.COM	MIAMI	FL
PANHANDLE ENGINEERING & CONSTRUCTION INC	Other Scientific and Technical Consulting Services	HOWARD C HODGE	(850) 212-1617	HHODGE@PECSCORP.COM	MARIANNA	FL
PAT MATHIS CONSTRUCTION CO., INC.	Commercial and Institutional Building Construction	PATRICIA MATHIS	(912) 236-0099	PAT_MATHIS@PATMATHIS.COM	SAVANNAH	GA
PBROWN BUILDERS LLC	All Other Specialty Trade Contractors	AMOS P BROWN JR	(850) 346-3175	PBROWNLLC@BELLSOUTH.NET	PENSACOLA	FL
PHENIX TELECOM & CONSTRUCTION LLC	Other Heavy and Civil Engineering Construction	LESLIE AYERS JR	(972) 358-0638	LBJ.AYERS@PTC-USA.COM	GRAND PRAIRIE	TX
POLOTE CORPORATION THE	New Single-Family Housing Construction (except For-Sale Builders)	BENJAMIN POLOTE	(912) 232-1188	LJONES@POLOTE.COM	SAVANNAH	GA
PORTER CONSTRUCTION CO INC	Highway, Street, and Bridge Construction	HELEN H PORTER	(850) 482-1010	PORTERCONST3@GMAIL.COM	MARIANNA	FL
POZZOLANIC CONTRACTING & SUPPLY CO INC	Highway, Street, and Bridge Construction	KAY BOYD	(865) 225-0090	KBOYD@POZZ.COM	KNOXVILLE	TN
PRECISION 2000 INC	Highway, Street, and Bridge Construction	GUIOMAR OBREGON	(770) 455-6142	GOBREGON@PRECISION2K.COM	ATLANTA	GA
PRIMUS CONSTRUCTION SERVICES INC	Commercial and Institutional Building Construction	RAF JINADU	(954) 817-2132	ABBEY264@AOL.COM	PEMBROKE PINES	FL
PROJECT MANAGEMENT TECHNOLOGIES INC DBA PROMATECH INC	Administrative Management and General Management Consulting Services	CARRIE STREAHLE	(856) 314-8468	CSTREAHLE@PROMATECHINC.COM	MT LAUREL	NJ
QUALITY CONSTRUCTION PERFORMANCE INC	New Single-Family Housing Construction (except For-Sale Builders)	GUSTAVO BUSTOS	(305) 592-6353	GUSTAVOBUSTOSU@HOTMAIL.COM	MIAMI	FL
REE CONSULTING, LLC DBA G BATISTA & ASSOCIATES	Building Inspection Services	GREG BATISTA	(954) 434-2053	GBATISTA@GBANDA.COM	DAVIE	FL
REM SERVICES, INC.	Automotive Parts and Accessories Stores	RISE J MONTRELL	(713) 666-7613	REMSER97@AOL.COM	HOUSTON	TX
ROADWAY CONSTRUCTION LLC	All Other Specialty Trade Contractors	SILVIO J RUBI	(786) 842-3952	SILVIO@ROADWAY-CONSTRUCTION.COM	MIAMI	FL
ROBERTS TRAFFIC MARKING CORP	Highway, Street, and Bridge Construction	LISA BIRCHFIELD	(954) 929-2922	EXEC@ROBERTSTRAFFIC.COM	HOLLYWOOD	FL
RODE BUILDERS INC	Highway, Street, and Bridge Construction	SAMEER RODE	(703) 507-5066	SAMEER.RODE@GMAIL.COM	TAMPA	FL
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC	Painting and Wall Covering Contractors	JAVIER RODRIGUEZ	(786) 573-1872	ROGARLLC@GMAIL.COM	MIAMI	FL
RUFF NEX LLC	Highway, Street, and Bridge Construction	ALI PERRIN	(410) 845-8740	ALI@RUFFNEXLLC.COM	BALTIMORE	MD
RWH CONSTRUCTION INC	Structural Steel and Precast Concrete Contractors	RUSSELL HENDERSON	(352) 267-6224	RWHTRUSSES@GMAIL.COM	MT DORA	FL
S & D ENGINEERING AND CONSTRUCTION	Highway, Street, and Bridge Construction	FARRUKH SAYEED	(954) 254-5046	NEENA@S-DENG.COM	POMPANO BEACH	FL
SAFETY CONTRACTORS INC	Highway, Street, and Bridge Construction	ANN B WILLIAMS	(904) 355-6331	ABW@SAFETYCONTRACTORS.COM	JACKSONVILLE	FL
SAFETY SYSTEMS BARRICADES	Sign Manufacturing	CONCEPCION DIAZ	(305) 591-2688	C.DIAZ@SSBARRICADES.COM	MIAMI	FL
SANDERSON CONCRETE CONSTRUCTION INC	Highway, Street, and Bridge Construction	BONNIE J SANDERSON	(386) 527-3923	BSANDERSON@CFL.RR.COM	NEW SMYRNA BEACH	FL
SHUKLA CONSTRUCTION LLC	Highway, Street, and Bridge Construction	MIRESHKUMAR SHUKLA	(352) 602-1316	MIRESHSHUKLA@GMAIL.COM	WESLEY CHAPEL	FL
SIGHTLINE, INC.	Process, Physical Distribution, and Logistics Consulting Services	DONNA J SPEIDEL	(540) 212-4544	DONNA@SIGHTLINE.US	CULPEPPER	VA
SPEARHEAD DEVELOPMENT GROUP INC	Highway, Street, and Bridge Construction	DONOVAN AMRITT	(954) 444-3773	DAMRITT@SPEARHEADGRP.COM	MIRAMAR	FL
STAMPEDE CONSTRUCTION LLC	Site Preparation Contractors	BRENDA BURNS	(850) 819-9089	BRENDAPCB@AOL.COM	PANAMA CITY BEACH	FL
THE ARTIS GROUP INC	Other Heavy and Civil Engineering Construction	SHERMAN ARTIS	(770) 498-7727	SHERMAN@THEARTISGROUP.COM	LITHONA	GA
THE GOODLY GROUP OF NORTHEAST FLORIDA INC	Commercial and Institutional Building Construction	OMEGA ALLEN	(904) 465-4660	GOODLYGROUP@COMCAST.NET	JACKSONVILLE	FL
THE SHEPHERD COMPANY LLC	Commercial and Institutional Building Construction	ROBERT AKINOLA AJUWON	(202) 848-8275	AKIN.AJUWON@THESHEPHERDCOMPANY.COM	LAUREL	MD
THE STOUT GROUP LLC	Residential Remodelers	YVETTE ZULUAGA	(786) 355-7627	YZULUAGA@THESTOUTGROUP.COM	HIALEAH GARDENS	FL

TOM HAMMONDS ENTERPRISES LLC	Highway, Street, and Bridge Construction	TOM HAMMONDS	(850) 897-5660	THAMMONDS@THENTLLC.COM	VALPARAISO	FL
TOOTLE CONSTRUCTION, LLC	All Other Specialty Trade Contractors	LINDA TOOTLE	(407) 277-6032	LINDA@TOOTLECONSTRUCTION.COM	LONGWOOD	FL
TOP STAR CONSTRUCTION LLC (PART TIME)	Engineering Services	ALEJANDRO ESTRELLA	(239) 440-7712	ESTIMATING@TOPSTARC.COM	ORLANDO	FL
TRAFFIC CONTROL PRODUCTS OF FLORIDA INC	Highway, Street, and Bridge Construction	KAREN WASIELEWSKI	(813) 621-8484	KW@TRAFFICCONTROLPRODUCTS.ORG	TAMPA	FL
TRICOR CONSTRUCTION INC	Highway, Street, and Bridge Construction	KELLY CHEEK	(864) 582-2570	BKCHEEK@BELLSOUTH.NET	SPARTANBURG	SC
TRIPLE CROWN CONSTRUCTION, LLC	Highway, Street, and Bridge Construction	CLINT LUTCHMAN	(407) 470-8021	CLINT@TCON.US	ORLANDO	FL
TRUE INSPECTION SERVICES LLC	Highway, Street, and Bridge Construction	BARRY COUTS	(937) 947-6145	AMY.PORTIS@TISLLC.COM	URBAN	OH
UNICOM CONSTRUCTION & ENGINEERING CONSULTANTS	Water and Sewer Line and Related Structures Construction	FELIX SAPPOR	(443) 233-6645	SAPPORF@UCECLLC.COM	SALISBURY	MD
UNITED PAVING INC	Site Preparation Contractors	ANTHONY WILLIAMS	(904) 306-6754	UNITEDPAVINGINCORPORATED@GMAIL.COM	JACKSONVILLE	FL
USOPTIS CORP	Highway, Street, and Bridge Construction	EDGARDO SAN MIGUEL	(787) 370-0735	ESANMIGUEL@USOPTIS.COM	GUAYNABO	PR
W D SCHOCK CO INC	Highway, Street, and Bridge Construction	LEIGH TANNEY LASLEY	(615) 399-0585	LLASLEY@WDSCHOCKCO.COM	NASHVILLE	TN
WINGATE CORPORATION LLC	Site Preparation Contractors	TIMOTHY L WINGATE SR	(561) 838-4320	TLWINGATE@WINGATECORP.COM	WEST PALM BEACH	FL
WRANGLER CONSTRUCTION INC	Industrial Building Construction	RAFAEL QUESADA	(305) 278-4719	CARLA@WRANGLER-CONSTRUCTION.COM	MIAMI	FL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

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

1. This sworn statement is submitted to _____

   By _____

   (print this individual's name and title)

   for _____
   (print name of entity submitting statements)

   whose business address is _____

   and if applicable whose Federal Employer Identification Number (FEIN) is _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
   _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 200__ by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

_____
(Signature) Notary Public—State of Florida

_____
(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions)

Recipient: _____ Contract Number: _____

Name of Company Selected as a Prime Contractor: _____

DUNS Number: _____

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Authorized Signature Date

_____

Name Typed

_____

Title

_____

Street Address

_____

City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor)

Recipient: _____ Contract Number: _____

Name of Subcontractor: _____

DUNS Number: _____

Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

_____ _____

Authorized Signature Date

_____

Name Typed

_____

Title

_____

Street Address

_____

City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

Section 3 Guidelines

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Exhibits/Forms

Exhibit 1: Sample Contractor Section 3 Plan Form and Certification of Bidder Regarding Section 3 and Segregated Facilities Form

Exhibit 2: Contractor Permanent Workforce Form, Section 3 Worker Certification and Section 3 Business Concern Certification Form

Exhibit 3: Targeted Section 3 Worker Certification

Exhibit 4: Targeted Section 3 And Section 3 Worker Tracking and Safe Harbor Compliance Form

Exhibit 5: Notice to Citizens

Exhibit 6: Final Section 3 Utilization Report

Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low- and very low-income persons. The priority of assistance should be to those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low- and very low-income persons.

The Section 3 program was created to ensure that persons living in communities where HUD-assisted programs were being funded could economically benefit from the resources being spent. This would improve the overall socioeconomic condition of not only the community, but also the low- and very low-income residents that reside within the neighborhoods.

The implementing regulation for Section 3 can be found at 24 CFR Part 75.

General Policy Statement

As a subrecipient of CDBG-MIT funds the City shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

All subrecipients are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Section 3 area workers and Section 3 business concerns.

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include, debarment, suspension of funds or limited denial of participation in State of Florida CDBG programs.

24 CFR Part 75.19 Requirements.

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

Applicability of Section 3 Requirements to Individual Projects

Whenever any portion of CDBG funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 may apply.

Section 3 applies to projects that receive $200,000 or more in CDBG assistance, including projects that are financed in conjunction with state, local, or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- Section 3 applies to recipients of CDBG funding, as well as its sub-recipients, contractors, and subcontractors

- Professional service contract labor hours (construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and construction draw inspection, and prevailing wage labor compliance) are not required to be reported. If a contract covers both professional services and other work and the recipient, contractor, or sub-contractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

- Section 3 requirements do not apply to material supply contracts

The regulations should not be construed to mean that recipients are required to hire Section 3 Workers or award contracts to Section 3 Business Concerns other than what is needed to complete covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

Section 3 Goals

Contractors and sub-contractors will be required, to the greatest extent feasible, meet the Section 3 HUD benchmarks.

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers
    - Section 3 Worker Labor Hours = 25% Total Labor Hours
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers
    - Targeted Section 3 Labor Hours = 5% Total Labor Hours

Additional Reporting if Section 3 Benchmarks are not met:

If the recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks

Section 3 Worker

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.

Targeted Section 3 Worker

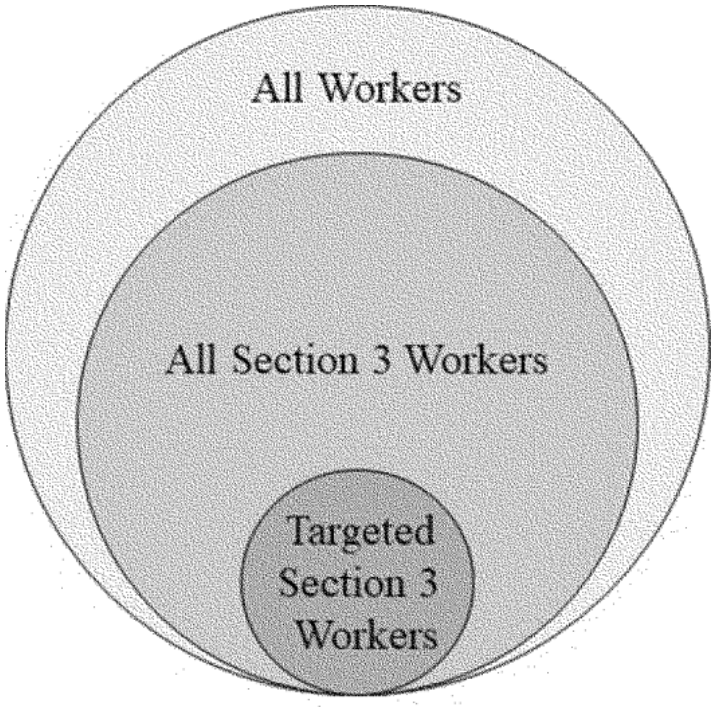
A Targeted Section 3 worker: any worker who currently fits, or when hired within the past five years fit at least one of the following categories as documented

(1) A worker employed by a Section 3 business concern; or

(2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Low- or very low-income workers residing within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached or the neighborhood of the project, as defined; or

(ii) A YouthBuild participant.]



The status of workers on the Section 3 project will be determined by one of the following methods:

(1) **Worker income self-certification:** The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked.

a. Section 3 Worker Certification (Exhibit 2; Form A)
b. Targeted Section 3 Worker Certification (Exhibit 3; From C)

(2) **Worker is employed by a Section 3 Business Concern:** The contractor or subcontractor is able to provide documentation that it qualifies as a Section 3 Business Concern. All employees of a qualifying business will be considered Section 3 workers.

(3) **Worker is a Youthbuild participant:** Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a Youthbuild program.

(4) **Employer wage record:** The employer is able to provide certified documentation that the worker's income from that employer is below the income limit for the corresponding family size when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

NOTE: Documentation submitted by employers should only contain employee names, state and county of residence, annual income, and a certifying signature and date. Do not include any information such as social security numbers or bank account information.

Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the

qualifications of the position to be filled.

Section 3 Business

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form (Exhibit 2; Form B1) and provide requested backup documentation.

While contracting and subcontracting with Section 3 Business Concerns is encouraged, nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 Business Concern. Additionally, Section 3 Business Concerns are not exempt from meeting the specifications of the contract, including required licensures and certifications.

Businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Subrecipients are allowed discretion to determine the required documentation to verify a Section 3 Business Concern. At monitoring, Commerce will check that documentation has been received and is in the file, not for a specific type of documentation.

Section 3 Reporting Requirements

Reporting of Labor Hours:

a) Reporting Labor Hours. (1) recipients must report in a manner prescribed by HUD:
   (i) The total number of labor hours worked;
   (ii) The total number of labor hours worked by Section 3 workers; and
   (iii) The total number of labor hours worked by Targeted Section 3 workers.

   1) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established.

   2) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

3) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

4) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

b) Safe Harbor Compliance:

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(i) Consequences for noncompliance- any recipient with outstanding findings of noncompliance with Section 3 may be barred from receiving additional competitively awarded financial assistance.

Assistance to achieve the goals

A local government that receives CDBG funding has the responsibility to comply with Section 3 requirements. The subrecipient is also required to "ensure compliance" of their contractors and sub- contractors. This responsibility includes:

1. Notifying Section 3 Workers and business concerns about jobs and contracts generated by Section 3 covered assistance so that they may submit bids/proposals for available contracts and job openings with the subrecipient.

2. Notify potential contractors of their responsibilities under Section 3.

3. Include Section 3 language in all applicable contracts.

4. Require sub-recipients, contractors, and sub-contractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, program regulatory agreements, or contracts.

5. Document action(s) taken to meet the HUD benchmarks.

6. Respond to Section 3 complaints.

7. Complete and submit the required Section 3 Forms to DEO.

Outreach Best Practices:

Subrecipients should develop a Section 3 plan, including outreach to Section 3 Workers and Businesses within the municipality. Best Practices include:

1. Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations.

2. Use of signage at the project site and flyers posted in the project area.

3. Notification of potential training or employment opportunities to neighborhood and non-profit groups, including Public Housing Authorities, servicing low- and very low-income persons.

4. Communicate opportunities to employment agencies and career centers.
    a. A copy of a "Notice to Citizens…Opportunity for Work" is included herein as Exhibit 5, which can be used for development of Section 3 employment opportunities.

Orders of Priority Consideration for Employment and Contracting Opportunities.

(a) General

(1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall provide priority consideration to Section 3 residents and Section 3 businesses for new training, employment, and contracting opportunities generated as a result of the expenditure of Section 3 covered financial assistance.

(2) Priority consideration should not be construed to be a quota or set-aside program, or as an entitlement to economic opportunities such as a particular job or contract.

(3) Section 3 residents must possess the same job qualifications, skills, eligibility criteria, and capacity as other applicants for employment and training opportunities being sought.

(4) Section 3 businesses must be selected in accordance with the procurement standards of 24 CFR 85.36 or 24 CFR 84.40, as appropriate, including price, ability, and willingness to comply with these part, and other factors, to be considered lowest responsible bidders on contracting opportunities being sought.

(5) Recipients of housing and community development financial assistance and their sub-recipients, and contractors may give priority consideration to a Section 3 resident or business if such resident or business is qualified for the respective employment or contracting opportunities

(6) Recipients of housing and community development and their sub-recipients, and contractors must give priority consideration to a Section 3 resident or business when that Section 3 resident or business is equally qualified with other individuals or businesses that would be offered employment or contracting opportunities.

(b) Orders of priority consideration for employment and training opportunities.

(1) Recipients of housing and community development financial assistance that meet the funding thresholds shall direct their efforts to provide training and employment opportunities generated from the expenditure of Section 3 housing and community development financial assistance to Section 3 residents in the following order of priority consideration:

i. Section 3 residents residing in the neighborhood or service area where the housing and community development financial assistance is spent.

ii. Section 3 residents participating in DOL Youth Build programs.

iii. Other Section 3 residents located in the Section 3 local area.

(2) Recipients of housing and community development financial assistance may, at their own discretion, provide priority consideration specifically to residents of public housing or recipients of other Federal assistance for housing, including individuals or families receiving Section 8 housing choice vouchers within the neighborhood where work on the Section 3 covered project or activity is located.

(c) Orders of priority consideration for Section 3 businesses in contracting opportunities.

(1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall direct their efforts to provide contracting or subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 businesses in the following order of priority consideration:

i. Section 3 businesses that can provide evidence, to the satisfaction of the awarding agency, that a minimum of 75 percent of previously hired Section 3 residents residing in the service area of the project or neighborhood will be retained for the project.

ii. Section 3 businesses that can provide evidence to the satisfaction of the awarding agency that a minimum of 50 percent of on-the-job training or registered apprenticeship opportunities will be provided to Section 3 residents in the

neighborhood or area to be served by the Section 3 project or activity.

iii. Section 3 businesses that are located in the neighborhood or service area where the Section 3 covered project or activity is located, and a minimum of 30 percent of its permanent full-time workforce is comprised of Section 3 residents residing in the neighborhood or service area where the Section 3 covered project or activity is located.

iv. Subrecipients selected to carry DOL Youth Build programs.

A. Appendix A

§ 75.5 Definitions.

The terms *HUD, Public housing, and Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

i. It is at least 51 percent owned and controlled by low- or very low-income persons

ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

iii. 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.

(2) 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.

(3) 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.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
   i. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
   ii. The worker is employed by a Section 3 business concern.
   iii. The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or *the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a 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.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

B. Section 3 Clause

All Section 3 covered contracts shall include the following clauses:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

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

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

E. 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.

F. 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.

C. Contractor's Requirements

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.

- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.

- The Prime Contractor must provide a workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.

- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.

- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.

- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and sub- contractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

CONTRACTOR SECTION 3 PLAN

_____ (Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of _____.

A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits.

D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

H. To list all permanent workforce for this project by job title.

I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of _____

(Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

_____ Signature

_____ Title _____ Date

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Proposed Contractor

Project Name and Number

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

c. No segregated facilities will be maintained.

Signer Name _____

Title _____

Signature

Date

Exhibit 2

D. Contractor Permanent Workforce Form

Form A1

This form is used to determine the Section 3 Workers already employed by the bidding contractor. Section 3 Worker Certification (Form A2) is needed for all employees working on site.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO		YES	NO
		☐			☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
			☐		☐	☐
			☐		☐	☐
			☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
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		☐	☐		☐	☐
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		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐

I certify the above employees are permanent employees of ____________________________. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the city/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

____________________________ ____________________________ ______________

Print Name Signature Date

E. Section 3 Worker Certification
Form A2

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: _____

Household Income Guidelines:

Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Place a check mark beside any of the following that apply below:

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I am employed by a Section 3 business concern.

☐ I am a Youthbuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

_____ _____

Signature Date

F. Section 3 Business Concern Certification Form

Form B1

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Additional Required Data	Category Selection
It is at least 51 percent owned by low- or very low-income persons	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business

Signature: _____ Date Signed:_____

Print Name:_____ Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

G. Section 3 Business Owner Certification
Form B2

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Self-Certification form.

Owner Name: _____

Percent Ownership of Business: _____

Household Income Guidelines:

Place a check mark beside the number of people in your (the owner's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Place a check mark beside any of the following that apply below:

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above

☐ I am currently a resident of public housing or live in Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

_____ _____

Employee Signature Date

H. Targeted Section 3 Worker Certification
Form C

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: _____

Household Income Guidelines:
Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Section 3 Project/Service Area:

Place a checkmark beside any of the following that apply below:

☐ My income for the previous year was below the amount next to the household/family size checked on the table above, and I live within the project/service area as defined above.

☐ I am employed by a Section 3 Business Concern

☐ I am a YouthBuild participant

_____ _____

Employee Signature Date

I. Safe Harbor Compliance Form

Form E

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

☐ Provided training or apprenticeship opportunities.

☐ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

☐ Held one or more job fairs.

☐ Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Other: _____

_____	_____	_____
Business Owner or Designee Name (Print)	Signature	Date

J. Section 3

Notice to Citizens in the City/County of _____

Opportunity for Work

The _____ of _____ has received a $_____ Community Development Block Grant from the Florida Department of Economic Opportunity to _____ (type of project) in the _____ of _____.

This grant will provide the _____ of _____ the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens in _____ who are determined to be low- to moderate- income individuals. A low- to moderate- income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward City/County residents. Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low or very low-income persons
- 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.

Section 3 requirements apply to the City/County as a subrecipient, if the project activity is more than $200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact _____ , _____, _____.

Exhibit 6

Final Section 3 Utilization Report

(To be completed by contractors and subs for all projects Exceeding $200,000)

A. Section 3 Employee Labor Information

Name of CDBG Subrecipient:_____ CDBG Project Number:_____

Wage Decision Number: _____

Total Amount of Labor Hours on Project:	
Total Labor Hours	
All Section 3 Worker Labor Hours:	
Targeted Section 3 Work Hours Only:	

Labor Hour Percentage Results	
Section 3 Worker Percentage	
Targeted Section 3 Worker Percentage:	
*Section 3 Worker Benchmark = 25% *Targeted Section Worker Benchmark= 5%	

B. Certification

Name of Contractor/Sub Contractor:	
Address:	
Telephone Number:	

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the State of Florida CDBG Program for this project cannot be made until this Report is submitted to the CDBG-MIT subrecipient or authorized designee.

Name:_____ Signature:_____ Date:_____

Documents that need Submitted with closeout:

1. Section 3 Labor Hours Tracking Form (Page 1)
2. Final Section 3 Utilization Report
3. If benchmarks are not met, please provide Form E for each business that did not meet the threshold.

Additional Section 3 Information:

- PHA Contact information can be found at:
    - PHA Contact Information | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

PROJECT MANUAL - TECHNICAL SPECIFICATIONS

Including Supplemental Conditions
for construction of

BUILDING ADDITION FOR PUBLIC WORKS GRETNA PUBLIC SAFETY FACILITY

120 BEECH AVE GRETNA, FLORIDA
for

CITY OF GRETNA, FLORIDA

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

Project Manual Tech Specs Prepared by

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

Date: December 15, 2025

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Division 7 – Thermal & Moisture Protection

ADDITIONAL GOVERNING STANDARDS AND SPECIFICATIONS:

1. ALL SEWER AND WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP RULES AND REGULATIONS, CITY OF GRETNA AND CURRENT FLORIDA BUILDING CODE.
2. FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
3. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
4. FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTORS' MANUAL
5. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) DATED 2009 WITH CURRENT REVISIONS.

END OF TABLE OF CONTENTS

GENERAL CONTRACTOR EXPERIENCE FORM

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

PROJECT/LOCATION	CONTRACT AMOUNT	RESPONSIBILITY(G.C.,etc)	CLIENT/CONTACT	DATE COMPLETED *

*list whether currently under construction or date completed

SECTION 004300

SUBCONTRACTOR LISTING

TO: CITY OF GRETNA, FLORIDA

1. Pursuant to bidding requirements for the Work titled:

BUILDING ADDITINO FOR PUBLIC WORKS – GRETNA PUBLIC SAFETY FACILITY GRETNA, FLORIDA

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

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

Portion of the Work:	Subcontractor name and address:
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS IF REQUIRED

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER:

_____

by_____

END OF SUBCONTRACTOR LISTING

008000

ARCHITECT'S SUPPLEMENTARY CONDITIONS

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

1. The Contractor shall submit claims for delays due to adverse weather conditions affecting progress of the work on a monthly basis and submit the required documentation for such claim with the application for payment for that month in which the claim is being made. Any provisions for earlier notice of a potential or real delay shall be as required in the contract.

2. A Project Contingency has been identified in the engineer's documents.

3. An allowance in the amount of $24,000 shall be included in the base bid for the costs of City of Gretna building permitting and review fees. When the exact fees are determined and if less than the allowance amount the owner shall be credited the excess balance. If the fees are greater than the allowance figure the Project Contingency shall be tapped for the balance.

4. An allowance in the amount of $20,000 shall be included in the base bid for the costs due to the utility provider (Talquin Electric Cooperative) for all utility provider work to install new ELECTRICAL.

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

5. A Project Contingency in the amount of $30,000.00 shall be included in the Base Bid amount provided by the bidder. The bidder shall be responsible for this cost as part of the total bid. This cost shall be an amount set aside for potential unforeseen or additional items that may be required or requested during the course of the construction project, and may only be utilized by agreement in writing between the Owner and Contractor with the recommendation of the Architect for specific additions to the scope of Work. If the total amount is not designated and utilized, then a Change Order for the balance shall be created crediting that balance back to the Owner at the end of the project.

   Note to bidder: the Project Contingency amount shall be included in the Base Bid, and is intended to not be increased by an overhead and profit cost. An overhead and profit amount shall be allowed to be added when and if the Project Contingency amount gets utilized on the project. The proper allowance for overhead and profit shall be as defined above under number 4 in the same fashion as a Change Order.

END OF ARCHITECT'S SUPPLEMENTARY CONDITIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 010015

CONTRACTOR'S USE OF THE PREMISES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.

B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.3 SUBMITTALS

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

1.4 TRANSPORTATION FACILITIES

A. Truck and equipment access:

1. To avoid traffic conflict with vehicles of the Owner's employees, and to avoid traffic conflict on adjacent streets, limit the access of trucks and equipment to areas coordinated with the Owner for parking and equipment storage.

2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

B. Contractor's vehicles:

1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only those areas approved by the Owner for such use.

1.5 PROTECTION AND REPAIR OF PROPERTY

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

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

1.6 COORDINATION OF THE WORK

A. Work required under various other sections of these specifications, ie. Temporary Controls, shall be reviewed with the Owner for the effect on time of commencement, duration and time of day during which the work is to be accomplished.

C. The required area for Contractors and subcontractors use for stored material, field fabrications and office trailer location shall be determined during the "Preconstruction Conference"

END OF SECTION

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:

1. Make the several parts fit properly;
2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
3. Remove and replace work not conforming to requirements of the Contract Documents; and
4. Remove and replace defective work.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

2. Mechanical Drawing Provisions

3. Electrical Drawing Provisions

4. In addition to other requirements specified, upon the Architect's request uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.

5. Do not cut or alter work performed under separate contracts without the Architect's written permission.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

A. Request for Architect's consent:

1. Prior to cutting which effects structural safety, submit written request to the Architect for permission to proceed with cutting.

2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect and Secure his written permission and the required Change Order prior to proceeding.

B. Notices to the Architect:

1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.

2. Submit written notice to the Architect designating the time the Work will be uncovered, to provide for the Architect's observation.

PART 2 - PRODUCTS

2.1 MATERIALS

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

2.2 PAYMENT FOR COSTS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.

2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.

2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

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

3.3 PERFORMANCE

A. Perform required cutting and patching as required under pertinent other Sections of these Specifications.

1. Perform cutting and demolition by methods, which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.

2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 013400

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.

C. Work not included:

1. The Architect will not review unrequired submittals.

2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect.

1.2 QUALITY ASSURANCE

A. Coordination of submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.

2. Verify that each item and the submittal for it conform in all respects with the specified requirements.

3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Substitutions:

1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when substantiated by the Contractor's submittal of required data within 15 calendar days after award of the Contract.

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

C. "Or equal":

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

2. The decision of the Architect shall be final.

1.3 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

B. Types of prints required:

1. Submit Shop Drawings in the form of a minimum of four blackline prints of each sheet for typical submittals (three shall be returned) and six prints of each sheet for Mechanical, Electrical, Plumbing, and Structural engineering or Interior Design (finishes related) submittals (three shall be returned). If more copies are required by the Contractor he may submit additional copies with the submittal.

. Review comments of the Architect will be shown on the prints when they are returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURERS' LITERATURE

A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.

B. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Architect.

2.3 SAMPLES

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

B. Number of Samples required:

1. Unless otherwise specified, submit Samples in the quantity required to be returned, plus two to be retained by the Architect.

2. By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

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

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

A. Consecutively number all submittals.

1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.

2. On resubmittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Architect for his review upon request.

3.2 GROUPING OF SUBMITTALS

A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.

1. Partial submittals may be rejected as not complying with the provisions of the Contract.

2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

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

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

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

3.4 ARCHITECT'S REVIEW

A. Review by the Architect does not relieve the Contractor from responsibility for errors that may exist in the submitted data.

B. Revisions:

1. Make revisions required by the Architect.

2. If the Contractor considers any required revision to be a change, he shall so notify the Architect.

3. Make only those revisions directed or approved by the Architect.

END OF SECTION

SECTION 014100

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

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

B. Related work:

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

C. Work not included:

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

1.2 QUALITY ASSURANCE

A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.

B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01640.

B. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

A. Initial services:

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

B. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

2.2 CODE COMPLIANCE TESTING

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

2.3 CONTRACTOR'S CONVENIENCE TESTING

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

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

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

3.2 TAKING SPECIMENS

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

3.3 SCHEDULES FOR TESTING

A. Establishing schedule:

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

issue each of its findings.

2. Provide all required time within the construction schedule.

B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

END OF SECTION

SECTION 016400

PRODUCT HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 MANUFACTURERS' RECOMMENDATIONS

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

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

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

1.6 REPAIRS AND REPLACEMENTS

A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 017000

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
2. Activities relative to Contract closeout are described in of the General Conditions.

1.2 QUALITY ASSURANCE

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

1.3 PROCEDURES

A. Substantial Completion:

1. Make a written request for Substantial Completion Inspection including any items required by the Contract Documents that are to be completed.
2. Within a reasonable time after receipt of the request, the Architect will inspect to determine status of completion.
3. Should the Architect determine that the Work is not substantially complete:

    a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
    b. Remedy the deficiencies and notify the Architect when ready for reinspection.
    c. The Architect will reinspect the Work.

4. When the Architect concurs that the Work is substantially complete:

    a. The Architect will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
    b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. Make a written request for Final Completion Inspection, certifying the following;

a. Contract Documents have been reviewed;
b. Work has been inspected for compliance with the Contract Documents;
c. Work has been completed in accordance with the Contract Documents;
d. Equipment and systems have been tested as required, and are operational;
e. Work is completed and ready for final inspection.

2. The Architect will make an inspection to verify status of completion.
3. Should the Architect determine that the Work is incomplete or defective:

a. The Architect promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.

6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:

1. Warranties and bonds;
2. Spare parts and materials extra stock;
3. Keys and incidental hardware;
4. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:

a. Certificates of Inspection;
b. Certificates of Occupancy;

5. Certificates of Insurance for products and completed operations;
6. Evidence of payment and release of liens from each subcontractor and material supplier associated with the Work;
7. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
8. As-built Drawings.

1.4 INSTRUCTION

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

END OF SECTION

SECTION 017100

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.

B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

2.1 CLEANING MATERIALS AND EQUIPMENT

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

2.2 COMPATIBILITY

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General:

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

B. Site:

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

C. Structures:

1. Weekly and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

   a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material, which, in the opinion of the Architect, may be injurious to finish materials.

3.2 FINAL CLEANING

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

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

C. Site:

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

D. Structures:

1. Exterior:

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

2. Interior:

a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
b. When cleaning surfaces of finished materials and assemblies, use only those cleaners recommended for that purpose by the manufacturer.

E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

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

END OF SECTION

SECTION 017200

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.
2. Upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Architect.

B. Accuracy of records:

1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.

C. Make entries within 24 hours after receipt of information that the change has occurred.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. The Architect's approval of the current status of Project Record Documents may be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.

C. Prior to submitting each request for progress payment, secure the Architect's approval of the current status of the Project Record Documents.

D. **Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his approval.**

1.4 PRODUCT HANDLING

A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.

B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.

1. Such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials.
2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Architect at no charge to the Contractor one complete set of all Documents comprising the Contract.

B. Final Record Documents: At a time nearing the completion of the Work, secure from the Architect at no charge to the Contractor one complete set of reproducible copies of all Drawings in the Contract.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

A. Immediately upon receipt of the job set described in Paragraph 2.1-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."

B. Preservation:

1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.
2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Project Record Documents.
3. Maintain the job set at the site of Work as the Architect designates that site.

C. Making entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
2. Date all entries.
3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
4. In the event of overlapping changes, use different colors for the overlapping changes.

D. Make entries in the pertinent other Documents as approved by the Architect.

E. Conversion of schematic layouts:

1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to portray precise physical layout.

    a. The Contractor, subject to the Architect’s approval determines final physical arrangement.
    b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items, which are shown only schematically on the Drawings.

2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.1-E-1 above.

    a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
    b. Show, by symbol or note, the vertical location of the item ("under slab," "in ceiling plenum," "exposed," and the like).
    c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

3. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.2 FINAL PROJECT RECORD DOCUMENTS

A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.

B. Approval of recorded data prior to transfer:

1. Following receipt of the transparencies described in Paragraph 2.1-B above, and prior to start of transfer of recorded data thereto, secure the Architect's approval of all recorded data.
2. Make required revisions.

C. Transfer of data to Drawings:

1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding transparencies, coordinating the changes as required.

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

D. Transfer of data to other Documents:

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

E. Review and submittal:

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

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

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

END OF SECTION

SECTION 017300

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. Unless otherwise directed in other Sections or in writing by the Architect, submit three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.

B. Format:

1. Size: 8-1/2" x 11"
2. Paper: White bond, at least 20 lb weight
3. Text: Neatly written or printed
4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.

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

C. Provide front and back covers for each Manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS
( )
(_____name_and_address_of_Work_____)
( )
(_____name_of_Contractor_____)
( )
(___general_subject_of_this_Manual___)
( )
(__space_for_approval_signature_of___)
__the_Architect_and_approval_date___

D. Contents: Include at least the following:

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

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

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

B. Revisions:

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

END OF SECTION

SECTION 017400

WARRANTIES

PART 1 - GENERAL

1.1 STANDARD & SPECIAL PRODUCT WARRANTIES

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

1.2 DISCLAIMERS AND LIMITATIONS

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

1.3 RELATED DAMAGES AND LOSSES

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

1.4 REINSTATEMENT OF WARRANTY

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

1.5 REPLACEMENT COST

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

1.6 OWNER'S RECOURSE

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

B. Rejection of Warranties:

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

1.7 SUBMIT WRITTEN WARRANTIES

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.

B. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.

C. When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

D. Refer to individual Sections of Divisions -2 through -16 for specific content, and particular requirements for submittal of special warranties.

E. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

F. Provide heavy paper dividers with celluloid covered tabs for reach warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

G. Identify each binder on the front of the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Contractor.

H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

END OF SECTION

DIVISION 2
SITE WORK

SECTION 02110-SITE CLEARING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

A. Extent of site clearing is shown on drawings.

B. Site clearing work includes, but is not limited to:

1. Protection of existing trees.

2. Removal of trees and other vegetation.

3. Topsoil stripping.

4. Clearing and grubbing.

5. Removing above-grade improvements.

6. Removing below-grade improvements.

1.03 JOB CONDITIONS

A. Traffic:

1. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

2. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements:

1. Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

2. Protection improvements on adjoining properties and on OWNER's property.

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

1.04 Protection of Existing Trees and Vegetation:

A. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

B. Provide temporary guards to protect trees and vegetation to be left standing.

1.05 Salvable Improvements:

A. Carefully remove items indicated to be salvaged, and store on OWNER's premises where indicated or directed.

PART 2 – PRODUCTS

Not applicable to work of this section.

PART 3 – EXECUTION

3.01 SITE CLEARING

A. General:

1. Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction.

2. Remove such items elsewhere on the site or premises as specifically indicated. Removal includes digging out stumps and roots.

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

B. Topsoil:

1. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches.

2. Satisfactory topsoil is reasonably free of topsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.

3. Remove heavy growths of grass from areas before stripping.

4. Stop topsoil stripping a sufficient distance, where trees are indicated to be left standing, to prevent damage to main root system.

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

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

C. Clearing and Grubbing:

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

2. Completely remove stumps, roots, and other debris protruding through the ground surface.

3. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

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

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

6. Removal of Improvements:

7. Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

3.02 DISPOSAL OF WASTE MATERIALS

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

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

SECTION 02200-EARTHWORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

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

1.03 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. Employ, at CONTRACTOR's expense, a testing laboratory subject to approval by the ENGINEER to perform soil testing and inspection service for quality control during earthwork operations.

1.04 SUBMITTALS

A. Test Reports-Excavating: Submit following reports directly to ENGINEER from the testing services; with copy to CONTRACTOR:

1. Test reports on fill material. (Modified Proctor Tests)

2. Field density test reports. (Modified Proctor Tests)

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

1.05 JOB CONDITIONS

A. Existing Utilities:

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

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

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

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

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

B. Use of explosives:

1. The use of explosives is not permitted.

C. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this work and post with warning lights.

2. Operate warning lights as recommended by authorities having jurisdiction.

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

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

PART 2 – PRODUCTS

2.01 SOILS MATERIALS

A. Subbase Material:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

B. Backfill and Fill Materials:

1. Satisfactory soil materials free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. The fill material should be sand containing little fines.

2. Prior to placing the fill material, the existing material shall be stripped of all soils containing a significant percentage of organics and all loose soils which cannot be readily compacted.

3. If existing materials do not meet these requirements, it may be necessary to backfill with select materials other than those on the job site.

PART 3 – EXECUTION

3.01 EXCAVATION

A. Excavation:

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

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

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

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

by engineer.

B. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify ENGINEER who will make an inspection of conditions.

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

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

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

C. Stability of Excavations:

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

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

3.04 SHORING AND BRACING

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

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

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

D. Dewatering:

1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. The cost of all dewatering operations including well pointing and “sock pipe” shall be the responsibility of the CONTRACTOR. The ENGINEER may direct the CONTRACTOR to provide dewatering if deemed necessary.

2. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil

changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

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

E. Material Storage:

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

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

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

F. Excavation for Structures:

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

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

G. Excavation for Trenches:

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

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

3. Where rock is encountered, carry excavation 6 inches below required elevation and backfill with a 6-inch layer of crushed stone or gravel prior

to installation of pipe.

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

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

6. Except as otherwise indicated, excavate for waterbearing piping so top of piping is not less than 3 feet below finished pavement grade, but not less than 2 feet 6 inches below finish grade.

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

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

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

3.02 COMPACTION

A. General:

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

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

B. Moisture Control:

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

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

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

3.03 BACKFILL AND FILL

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

1. In excavations, use satisfactory excavated or borrow material.

2. Under grassed areas, use satisfactory excavated or borrow material.

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

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

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

1. Acceptance of construction below finish grade.

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

3. Removal of concrete formwork.

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

5. Removal of trash and debris.

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

C. Ground Surface Preparation:

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

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

D. Placement and Compaction:

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

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

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

3.04 GRADING

A. General:

1. Uniformly grade areas within limits of grading under this section, including adjacent transition areas.

2. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

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

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

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

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

D. Grading Surface of Fill Under Building Slabs:

1. Grade smooth and even, free from voids, compacted as specified, and to required elevation.

2. Provide final grades within a tolerance of 1/2-inch when tested with a 10 feet straightedge.

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

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Provide testing service by a qualified soil testing firm, subject to ENGINEER's approval, to inspect and approve subgrades and fill layers before further construction work is performed.

B. Paved Areas:

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

C. Non-Paved Areas:

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

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

3.06 MAINTENANCE

A. Protection of Graded Areas:

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

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

C. Reconditioning Compacted Areas:

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

D. Grassed Areas:

1. See Section 02210, “Grassing” for requirements of grassed areas.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

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

END OF SECTION 02200

SECTION 02211-SODDING

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Sod Installation

1.02 REFERENCES

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

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

1.03 DEFINITIONS

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

1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod that can be laid within 24 hours.

PART 2 – PRODUCTS

2.01 ACCEPTABLE SOD GROWERS

A. Nurseries and Sod Growers in the surrounding area who have a 5-year record are acceptable.

2.02 MATERIALS

A. Sod

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

B. Approved Sods:

1. Bermuda, (Cynodon Dactylon).

2.03 HARVESTING SOD

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

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

PART 3 – EXECUTION

3.01 INSPECTION

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

B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

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

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

3.03 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

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

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

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

E. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

F. Prior to placing sod, on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

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

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

I. Sod shall be laid in all ditch areas and slopes that are equal to or steeper than 1 vertical to 3 horizontal or in areas determined by the Engineer to "erosion problem" areas. Sod shall be pinned down for stabilization in these areas.

END OF SECTION 02211

SECTION 022810

TERMITE CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide soil poisoning to control subterranean termites as specified herein and needed for a complete and proper treatment.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

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

B. Qualifications of subcontractor:

1. Properly licensed to provide such services by governmental agencies having jurisdiction.
2. Not less than five years successful experience in soil treatment for subterranean termites.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 WARRANTY

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chemicals or chemical combinations approved for use by Federal and State governmental agencies.

B. If combinations of toxicants are approved by governmental agencies having jurisdiction, provide toxicants having such approval and in the maximum strength so approved, at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 APPLICATION

A. Begin soil poisoning only after all preparation for slab placement is complete.

B. Slabs on grade:

1. Apply toxicant as an overall treatment at the minimum rate recommended by the manufacturer under slabs on grade within building lines.

C. Utility entrances:

1. Apply toxicant at the rate recommended by the manufacturer at critical locations such as where utilities pass through exterior walls and through floor slabs.
2. Extend treatment not less than 48" from wall into trench.

D. Walls:

1. Apply toxicant at the rate recommended by the manufacturer along both sides of all foundations walls, cross walls, and grade beams, after all nearby excavation has been completed.
2. Apply toxicant at the rate recommended by the manufacturer to voids in masonry

walls.

E. Miscellaneous: Apply toxicant at the rate recommended by the manufacturer at the following areas:

1. Immediately below expansion joints, control joints, and all areas where slab will be penetrated by construction features.
2. Where exterior facings or veneers extend below grade level along the exterior side of all foundation walls.

F. If soil is disturbed after treatment, retreat disturbed areas.

END OF SECTION

SECTION 023000

SUBSURFACE CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. General: A soils investigation for the site of this project has been performed and the findings have been prepared by Southeast Geo Group, Inc. 1150 E. Tennessee Street Tallahassee, Florida 32308 (850-222-7645).

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B. Availability: A copy of the findings are attached.

C. Use of Data:

1. Bidders shall acquaint themselves with the soils investigations, particularly pertaining to the types of soil conditions found at this site.
2. The report is included herein for information, and is available for bidder's information, but is not a warranty of subsurface conditions.

D. Excavation Note: If conditions are found that appear or are other than that identified in the report, contact the Engineer/Architect immediately, so the Owner's geotechnical consultant can be on site to observe conditions and determine if more excavation may be required.

END OF SECTION

Boring Number	Depth (feet) FROM	TO	UNIFIED SYMBOL	SOIL DESCRIPTION AND PROFILES
1	0	0.5	SP-SW	Gray Moist Sand With Roots & Gravel (Topsoil)
	0.5	2	SP-SW	Yellowish Brown Moist Sand
	2	5	SP-SW	Light Gray/ Yellowish Brown Moist Sand
	5	7	SC-SM	Yellowish Brown/ Light Gray Moist Slightly Clayey Sand
	7	10	SC-SM	Reddish Brown/ Yellowish Brown/ Light Gray Moist Slightly Clayey Sand
	Groundwater Table Not Encountered			
2	0	0.5	SP-SW	Gray Moist Sand With Roots & Gravel (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand With Gravel
	1	4	SP-SW	Yellowish Brown Moist Sand
	4	6	SC-SM	Yellowish Brown/ Reddish Brown Moist Slightly Clayey Sand
	6	10	SC-SM	Reddish Brown/ Light Gray/ Yellowish Brown Moist Slightly Clayey Sand
	Groundwater Table Not Encountered			
3	0	0.5	SP-SW	Gray Moist Sand With Roots & Gravel (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand With Gravel
	1	3	SP-SW	Yellowish Brown Moist Sand
	3	4	SC-SM	Yellowish Brown/ Reddish Brown/ Light Gray Very Moist Slightly Clayey Sand
	4	6	SC-SM	Yellowsih Brown/ Reddish Brown/ Light Gray Moist Moderately Clayey Sand
	6	7.5	SC-SM	Reddish Brown/ Light Gray/ Yellowish Brown Moist Slightly Clayey Sand
	7.5	10	SC-SM	Light Reddish Brown/ Light Gray/ Yellowish Brown Moist Slightly Clayey Sand
	Groundwater Table Not Encountered			
4	0	0.5	SP-SW	Gray Moist Sand With Roots & Gravel (Topsoil)
	0.5	1.5	SP-SW	Gray Moist Sand With Gravel
	1.5	3	SP-SW	Yellowish Brown Moist Sand
	3	4	SC-SM	Yellowish Brown/ Light Gray Moist Slightly Clayey Sand
	4	6	SC-SM	Yellowish Brown/ Reddish Brown Moist Slightly Clayey Sand
	6	7.5	SC-SM	Reddish Brown/ Light Gray/ Yellowish Brown Moist Slightly Clayey Sand
	7.5	10	SC-SM	Light Reddish Brown/ Light Gray/ Yellowish Brown Moist Slightly Clayey Sand
	Groundwater Table Not Encountered			

GENERAL NOTES

1) Testing was performed at the location(s) indicated/flagged by the Client. Borings conducted using hand augers or Simco 2400 drill rig were performed as per ASTM D-1452.

2) Boring information provided in this report is based on the driller's logs, collected samples, and visual examination of soils in the field. Boring depths indicated are approximate. The Unified Soil Symbols are based on visual descriptions and estimates. Sieve analysis would be necessary to specifically identify the Unified Soil Symbol types. No inference of the approximate soil bearing capacities or soil compaction characteristics is made within this report.

3) Subsurface conditions are expected to vary from one location to the next. The borings provide a characterization of subsurface conditions at the test location; however, local variations are expected to occur, and significant differences in subsurface conditions may be encountered at other locations not tested. No inference is made regarding the presence or absence of karst or subsidence features.

4) Groundwater table elevations are representative of the conditions present at the time of testing. Groundwater tables are subject to fluctuation, depending on the amount of rainfall and other factors. The absence of a groundwater table does not mean it will not occur at the tested depth(s) under other conditions.

SITE NOTE

No anomalous features such as fat clay/elastic silt (locally referred to as "pipe clay"), heavy organic material, shallow groundwater (within 5 foot depth), or voids encountered within test borings.

Carmen B Greene

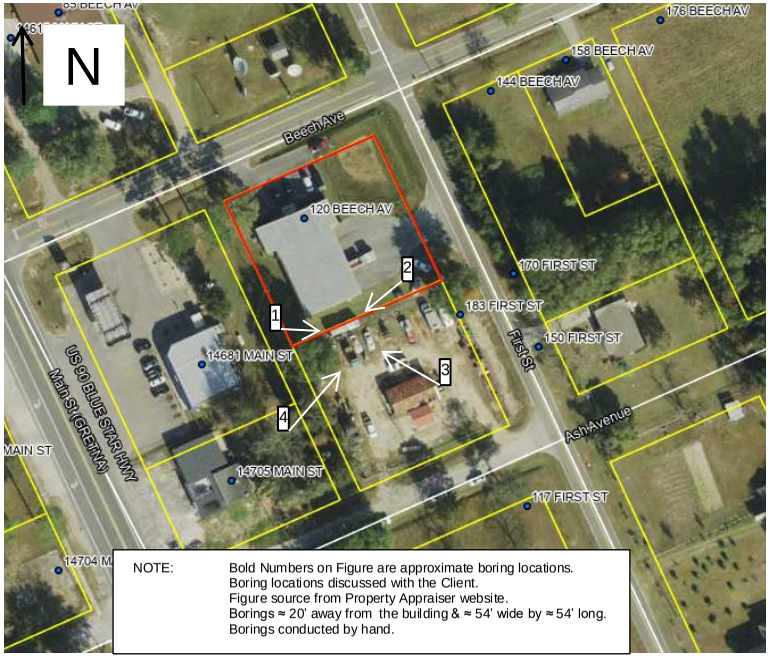
Digitally signed by Carmen B Greene
DN: c=US, o=Florida, dnQualifier=A01410D0000 01860F17F3E200035B09, cn=Carmen B Greene
Date: 2025.09.19 13:37:12 -04'00'

Southeast GeoGroup

1150 E. Tennessee Street
Tallahassee, FL 32308
850-222-SOIL(7645)
www.segeogroup.com
Fla. CA No. 30687/ Ga. CA No. 006677

Geological | Geotechnical | Environmental

CLIENT: Dewberry Engineers, Inc.
JOB No: 25-768
JOB NAME: 120 Beech Avenue & 183 First Street
DRILL DATE: September 17, 2025
TAX ID: 2-32-3N-4W-0430-00063-0011 & 2-32-3N-4W-0430-00063-0020
COUNTY: Gadsden



CARMEN BOURGEOIS GREENE
LICENSE
No. 40890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Carmen Bourgeois Greene, PE on the date adjacent to the seal *using a SHA authorization code.*
Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SECTION 024100

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Carefully disassemble and/or demolish and remove from the site, to an approved storage area or disposal area, those items shown to be removed.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 DEMOLITION

A. By careful study of the Contract Documents, determine the location and extent of selective demolition and disassembly to be performed.

B. Visit the site and verify the extent and location of selective demolition and disassembly required.

1. Carefully identify limits of selective demolition.

2. Mark interface surfaces as required enabling workmen also to identify items to be removed and items to be left in place intact.

C. Prepare and follow an organized plan for demolition and removal of items.

1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.

2. Completely remove items scheduled to be demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.

3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

D. Unless noted otherwise in the Drawings, or in any way claimed by the Owner's representative prior to or during construction, demolished material or items to be removed shall be considered property of the Contractor and shall be completely removed from the job site.

E. Use means necessary to prevent dust becoming a nuisance to the public and to the occupants of the building. Where dust will become airborne due to operations, isolate the space from other spaces by means of sheeting and by closing off ductwork.

F. Coordinate time of demolition work with the work schedules of the Owner to avoid interference to the greatest extent possible. Provide an anticipated time of work completion to the Owner to allow for scheduling of the work of the occupants around the work of the Contractor.

3.3 REPLACEMENTS

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

END OF SECTION

DIVISION 3
CONCRETE

Refer to the Drawings

DIVISION 4
MASONRY

NOT USED

DIVISION 5
METALS
Refer also to the Drawings

SECTION 055000

METAL FABRICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide structural steel fabrication for building superstructure posts & beams, window steel lintels and miscellaneous accessories where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

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

B. Perform shop and/or field welding required in connection with the work of this Section in strict accordance with pertinent recommendations of the American Welding Society.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;

2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;

3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;

4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

A. In fabricating items which will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.

B. Comply with following standards, as pertinent.

1. Steel plates, shapes, and bars: ASTM A36;
2. Cold Formed Structural shapes: ASTM 570;

2.2 OTHER MATERIALS

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

2.3 SHOP PAINT

A. Primer: Use "10-99 Tnemec Primer" or "Rustoleum Number 5769 Primer."

B. For repair of galvanizing, use a high zinc-dust content paint complying with MIL-P-21035.

2.4 FABRICATION

A. Except as otherwise shown on the Drawings or the approved Shop Drawings, use materials of size, thickness, and type required to produce reasonable strength and durability in the work of this Section.

B. Fabricate with accurate angles and surfaces which are true to the required lines and levels, grinding exposed welds smooth and flush, forming exposed connections with hairline joints, and using concealed fasteners wherever possible.

C. Prior to shop painting or priming, properly clean metal surfaces as required for the applied finish and for the proposed use of the item.

D. On surfaces inaccessible after assembly or erection, apply two coats of the specified primer. Change color of second coat to distinguish it from the first.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 COORDINATION

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

3.3 INSTALLATION

A. General:

1. Set work accurately into position, plumb, level, true, and free from rack.

2. Anchor firmly into position.

3. Where field welding is required, comply with AWS recommended procedures of manual-shielded metalarc welding for appearance and quality of weld and for methods to be used in correcting welding work.

4. Grind exposed welds smooth, and touchup shop prime coats.

5. Do not cut, weld, or abrade surfaces which have been hot-dip galvanized after fabrication and which are intended for bolted or screwed field connections.

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

END OF SECTION

DIVISION 6
WOOD & PLASTIC

NOT USED

DIVISION 7
THERMAL & MOISTURE PROTECTION

SECTION 072100

BUILDING INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide building insulation where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to Section 131200 and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide the following building insulation where shown on the Drawings or otherwise needed to achieve the degree of insulation required under pertinent regulations of governmental agencies having jurisdiction.

1. Stud walls: Fiberglass batts, R-13 faced - insulation shall run to top of wall and create envelope around conditioned space.

2. Refer other sections for other roof and wall insulations.

2.2 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

B. Remove, or protect against, projections in construction framing which may damage or prevent proper insulation.

3.2 INSTALLATION - GENERAL

A. Install the work of this Section in strict accordance with the original design, requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position.

3.4 INSTALLATION - BATTS

A. Provide required clearance between fiberglass batt insulation and light fixtures if installed in suspended ceilings.

END OF SECTION

SECTION 074213
METAL ROOF & WALL PANELS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Factory-formed metal roof and wall panels, including fascia, soffit and liner panels and includes:

1. Factory-formed panels in vertical installation.
2. Factory-formed panels in horizontal installation.
3. Metal flashings and trim.

Related Sections: Section(s) related to this section include:

1. Division 13 Pre-Engineered Buildings Section.
2. Division 7 Building Insulation Section.
3. Division 7 Joint Sealers Sections.
4. Division 7 Flashing & Sheet Metal

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A653/A653M Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM A792/A792M Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM D2247 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. ASTM E1680 Standard Test Method for Determining the Rate of Air Leakage Through Exterior Metal Systems Under Specified Pressure Differences Across the Specimen.
6. ASTM E1646 Standard Test Method for Water Penetration of Metal Systems by Uniform Static Air Pressure Difference.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meetings:

1. Schedule meeting to discuss project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements before start of work onsite.
2. Required attendees: Contractor, metal deck & metal installer, and any other subcontractors who have equipment penetrating the metal or work that requires access or traffic to metal roof and wall areas.

1.4 SYSTEM DESCRIPTION

A. Panel Performance Requirements: Provide panels, which have been manufactured, fabricated and installed to withstand structural and thermal movement, wind loading and weather exposure to maintain manufacturer's performance criteria without defects, damage, failure or infiltration of water.

1. Air Infiltration: Maximum 0.011 cfm/lf (0.061 m^3/hr/m) of seam at static pressure of +/-6.24 psf (0.30 kPa) when tested per ASTM E1680.
2. Water Penetration: No uncontrolled water penetration through the panel joints at a static pressure of 12.0 psf (0.57 kPa) when tested in accordance with ASTM E1646.
3. Fire rating: Class A
4. Uplift Tests:
   a. UL 580 Class 90
5. Miami Dade
6. Class 4 Impact Resistance: UL 2218
7. Fire Resistance: UL 263
8. Florida State Approval
9. Texas Department of Insurance

B. Finish Performance Requirements:

1. Silicone Modified Polyester:
   a. Consisting of a nominal .20-.30 mil dry film thickness primer and a nominal dry film thickness of 0.7-0.8 mil color coat for a total 0.9-1.1 mil total system dry film thickness.
   b. Color change and fade resistance: No cracking, peeling, blistering or loss of adhesion when tested in accordance with ASTM D2244; color change, after removal of surface deposits such as dirt or chalk.
   c. Humidity resistance: No blistering, peeling or loss of adhesion after 1000 hours testing, in accordance with ASTM D2247.

1.5 SUBMITTALS

A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Product Data: Submit manufacturer's product data for specified products.

C. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors and textures.

1. Indicate layout of metal panels and metal panel sizes, including custom-fabricated metal panels if indicated; indicate each item of trim and accessories.
2. Indicate in detailed drawings profile and gauge of interior and exterior sheets, and locations and types of fasteners; indicate locations, gauges, shapes and methods of attachment of metal panels, trim and accessory items.
3. Include sealant location and denote those that are factory and field applied.
4. Indicate products/materials required for construction activities and field worked conditions of this section not supplied by manufacturer of products of this section.

E. Samples: Submit selection and verification samples for finishes, colors and textures.

1. Selection Samples: For each product requiring color selection, 2 sets of manufacturer's sample chips representing full range of colors and finishes available.
2. Verification Samples: For each color and finish selected, 2 chips indicating match to selected color and finish.

F. Warranties:

1. Substrate Warranty
2. Finish Warranty

G. Test and Evaluation Reports: Showing compliance with specified performance characteristics and physical properties.

H. Quality Assurance Submittals: Submit the following:

1. Contractor Certificates: Contractor's certification that:
    a. Manufacturer of products of this section meets specified qualifications.
    b. Installer of products of this section meets specified qualifications.
2. Manufacturer's Instructions: Manufacturer's installation instructions.
3. Manufacturer's Field Reports: Manufacturer's field reports if required.

J. Closeout Submittals: Submit the following:

1. Warranty: Warranty documents specified herein.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Minimum of ten years' experience in manufacturing metal roof and wall systems.
2. Provider of product produced in a permanent factory environment with fixed roll-forming equipment.

B. Installer Qualifications:

1. Experience on at least five projects of similar size, type and complexity as this project that have been in service for a minimum of two years with satisfactory performance of the metal panel system.
2. Employer of workers for this project who are competent in techniques required by manufacturer for installation indicated and who shall be supervised at all times when material is being installed.

1.7 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 1 Product Requirements Sections.

1. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Identify fabricated components with UL 90 label where appropriate.

C. Delivery and Acceptance Requirements: Ensure all panels are received in good condition. In cases where damage is visible, note all paperwork; inform architect and project superintendent.

D. Packing, Shipping, Handling and Unloading:
   1. Bundle panels in waterproof wrapping paper when nested, or wooden crates when panels cannot be nested.
   2. Package trim and accessories in waterproof wrapping paper.

E. Storage and Protection: Store materials protected from exposure to harmful conditions. Store material in dry, above-ground location.

   1. Stack prefinished material to prevent twisting, bending, abrasion, scratching and denting. Elevate one end of each skid to allow for moisture runoff.
   2. Store products of this section in manufacturer's unopened packaging until installation of products
   3. Maintain dry, heated storage area for products of this section until installation of products.
   4. Remove strippable plastic film before storage under high-heat conditions.

1.8 PROJECT CONDITIONS

A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed in accordance with manufacturers' written instructions and warranty requirements.

1.9 WARRANTY

A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

   1. Panel Material: Furnish manufacturers 25 year warranty covering the panel against rupture, structural failure, or perforation.
   2. Panel Coating:
      a. Silicone Modified Polyester: Furnish manufacturer's 30-year warranty covering cracking, checking, and peeling, and 30 year warranty covering fade and chalk. Manufacturer's warranty may exclude surface deterioration due to physical damage and corrosive environments.

B. Special Warranty: Provide 20 year weathertightness warranty where installer agrees to repair or replace panels that fail due to poor workmanship or faulty installation within the specified warranty period and overall, the owner will not have any out-of-pocket expense during this period.

C. Warranty periods begin at Substantial Completion.

PART 2 PRODUCTS

2.1 METAL PANELS

A. Manufacturer of Basis of Design: McElroy Metal, Inc.

1. Contact: 1500 Hamilton Rd., Bossier City, LA 71111; Telephone: (800) 562-3576; website: www.mcelroymetal.com

B. Substitutions:

1. Basis of Design Product: Subject to compliance with requirements provide McElroy Metal R-Panel.
2. Substitution Limitations
    a. Requests for approval must be submitted in writing at least ten (10) days prior to bid date, and are accompanied by all related test reports and design calculations listed in section 1.4 and Design and Performance criteria Section 2.2.
    b. Allowed substitute manufacturers will be approved by written addendum to all bidders. Voluntary alternates will not be considered.
    c. Metal panels proposed for substitution shall fully comply with specified requirements in appearance, assembly, and performance.

C. Forming: Use continuous end rolling method. No end laps are permitted on panels without architect approval. No portable rollforming machines will be permitted on this project, no installer—owner or installer-rented machines will be permitted. It is the intent of the Architect to provide factory-manufactured panel systems only for this project.

2.2 MANUFACTURED UNITS

A. McElroy Metal R-Panel:

1. Profile: Major longitudinal ribs 1 1/4" (32 mm) deep, spaced 12" (305 mm) on center; minor longitudinal ribs centered between major ribs, spaced 4" (102 mm) on center panel; normal-run where ribs protrude from panel plane, viewed from exterior.
2. Size: 36" (914 mm) cover width, lengths indicated on drawings.

2.3 MATERIALS

A. Material: Galvalume steel sheet conforming to ASTM A792, AZ55 coating for bare; AZ50 coating for painted; 26 gauge sheet thickness.

2.4 METAL ROOF PANEL ACCESSORIES

A. General: Provide complete metal panel assembly incorporating trim, copings, fascia, gutters and downspouts, and miscellaneous flashings, in profiles as indicated in the drawings and existing building conditions. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.

B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.

C. Panel Fasteners: Self-tapping screws and other acceptable corrosion-resistant fasteners recommended by metal panel manufacturer. Where exposed fasteners cannot be avoided,

supply fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.

D. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
   1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
   2. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.

E. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.

F. Metal Accessories: Approved by metal panel manufacturer.

2.5 FABRICATION

A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.

B. Fabricate metal panel joints configured to accept sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.

C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.

D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate.

2.6 FINISHES

A. Modified Silicone-Polyester color coat applied to sight-exposed face of sheet after pretreatment and priming in accordance with coating manufacturer’s recommendations consisting of a nominal .20-.30 mil dry film thickness primer and a nominal dry film thickness of 0.7-0.8 mil color coat for a total 0.9-1.1 mil total system dry film thickness.
   1. Metal Wall Panel Color:
      a. Selected by Architect from full range of manufacturer’s standard colors.
   2. Metal Related Trim/Accessories Color:
      a. Selected from full range of manufacturer’s standard colors.
      b. Color: [Specify color.].
      c. Color: As indicated on panel schedule.

B. Roof finish: Bare Galvalume steel sheet conforming to ASTM A792, AZ55

2.7 RELATED MATERIALS

A. General: Coordinate use of related materials. Refer to 131200 Pre-Engineered Buildings.

2.8 SOURCE QUALITY

A. Source Quality: Obtain metal panel products from a single manufacturer.

B. Quality Control: Obtain metal panels, trim and other accessories from a manufacturer capable of providing on-site technical support and installation assistance.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data, recommendations and installation instructions for substrate verification, preparation requirements and installation.
   1. Strippable Film: Remove manufacturer's protective film, if any, from surfaces of metal panels.

B. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.
   1. Verification of Conditions:
      a. Panel support systems are ready for construction activities of this section and within specified tolerances.
      b. Rough-in utilities are in correct locations.
   2. Installer's Examination:
      a. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
      b. Transmit 2 copies of installer's report to Architect within 24 hours of receipt.
      c. Delay construction activities of this section until unacceptable conditions have been corrected.
      d. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.2 PREPARATION

A. Coordination: Coordinate metal panel work with other trades to provide a noncorrosive and leak-free metal installation.
   1. Install substrate boards, hat channels, purlins, or furring channels in accordance with manufacturer's recommendations.
   2. Coordinate work, with installation of other associated work, to ensure quality application.
   3. Coordinate work with installation of associated metal flashings and building walls.
   4. Coordinate work to minimize foot traffic and construction activity on installed finished surfaces.
   5. Coordinate location of pipe penetrations to allow centering of pipe in panel.
   6. Coordinate location of metal curbs, to allow proper integration with metal panel.
   7. Dissimilar Metals: Prevent galvanic action of dissimilar metals.

3.3 INSTALLATION

A. General: Install metal panels to profiles, patterns and drainage indicated and required for leak-free performance. Provide for structural and thermal movement of work. Seal joints for leak-free metal installation.
   1. Shim or otherwise plumb substrates receiving metal panels.

2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws.
3. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
4. Locate and space fasteners in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Install continuous length panels if at all possible. If splices are required, locate panel splices over, but not attached to, structural supports and only with prior Architect approval.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws.
8. Fasten flashings and trim around openings and similar elements with self-tapping screws.
9. Provide weathertight EPDM Flashing for pipe- and conduit-penetrating panels.
10. Fix panels at location depicted on reviewed shop drawings.
11. Allow for required panel clearance at penetrations for thermal movement.
12. Align pipe penetrations to occur in the flat of the metal panel. Report and have corrected improperly placed penetrations before proceeding with panel installation. Remove and replace metal panels which have improperly placed penetration flashings.
13. Allow for required panel clearance at penetrations for thermal movement.
14. Fasteners: Conceal fasteners where possible in exposed work. Cover and seal fasteners and anchors for watertight and leak-free metal installation.
15. Sealant-Type Joints: Provide sealant-type joint at roof panels and where indicated. Form joints to conceal sealant.

B. Metal Installation:
    1. Install metal panels plumb, true and in correct alignment with structural framing, in accordance with shop drawings and manufacturer's printed installation instructions.
    2. Install metal panels using manufacturer's concealed fastening system or non-corroding fasteners color-matched to panel.
    3. Install trim using concealed fasteners where possible; sight-exposed non-corroding fasteners color-matched to trim are permitted on vertical surfaces only.

C. Installation Tolerances:
    1. Variation from Plumb: Maximum 1/8" (3.2 mm) in 20 feet (6.096 m).
    2. Variation from Level: Maximum 1/8" (3.2 mm) in 20 feet (6.096 m).
    3. Variation from True Plane: Maximum 1/8" (3.2 mm) in 20 feet (6.096 m).

D. Underlayment Installation (solid decks only.)
    1. Underlayment to be supplied by metal panel manufacturer.
    2. Self-adhered High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils thick adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
    3. Thermal Stability: Stable after testing at 240 degree F; ASTM D1970.
    4. Low-Temperature Flexibility: Passes after testing at minus 20 degree F; ASTM D1970.
    5. Retain one of two subparagraphs below or delete both if indicated on Drawings.
        a. Apply over the entire metal surface.
    6. Self-adhered underlayment locations:
        a. Roof perimeter for a distance up from eaves of 24 inches beyond interior wall line.

b. Valleys, from lowest point to highest point, for a distance on each side of 18 inches. Overlap ends of sheets not less than 6 inches.
c. Rake edges for a distance of 18 inches.
d. Hips and ridges for a distance on each side of 18 inches.
e. Roof-to-wall intersections for a distance from wall of 18 inches.
f. Around dormers, chimneys, skylights, and other penetrating elements for a distance from element of 18 inches.

E. Accessory Installation: Install accessories using techniques recommended by manufacturer and which will assure positive anchorage to building and weather tight mounting. Provide for thermal movement. Coordinate installation with flashings and other components.
1. Metal Framing – refer to Pre-Engineered Buildings Section.

F. Flashing and Trim Installation: Comply with performance requirements, manufacturer's written installation instructions, and the SMACNA "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units to true level. Install work with laps, joints, and seams that will be permanently watertight.

G. Metal Curbs: Use .063 minimum thickness welded aluminum, or 18 gauge minimum welded stainless steel, factory-insulated, with integral cricket, and designed to fit metal panel module, sized to meet specification.

3.4 FIELD QUALITY REQUIREMENTS

A. Site Tests: (Post-Installation Testing): Owner reserves right to perform post-installation testing of installed metal panel installation.

B. Manufacturer's Field Services: Provide manufacturer's field service consisting of product use recommendations and periodic site visit if required and if requested by Owner for inspection of product installation in accordance with manufacturer's instructions. Provide manufacturer's representative field inspection and report approving system in place and provide report to Architect.

3.5 CLEANING

A. Cleaning: Remove temporary coverings and protection of adjacent work areas.

B. Repair or replace damaged installed products.

C. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.

D. Remove construction debris from project site and legally dispose of debris.

E. Remove strippable coating and perform dry wipe-down cleaning of panels as erected.

3.6 PROTECTION

A. Protection: Protect installed product's finish surfaces from damage during construction:

1. Protect installed products from damage by subsequent construction activities.
2. Replace products having damage other than minor finish damage.
3. Repair products having minor damage to finish in accordance with panel Manufacturer's recommendation
4. Architect shall be sole judge of acceptability of repair to damaged finishes; replace products having rejected repairs

END OF SECTION

SECTION 076200

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through the exterior shell of the building.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
2. Section 042613: Brick Masonry
3. Section 074000: Metal Roofing
5. Section 084000: Aluminum Entrances and Storefronts

1.2 QUALITY ASSURANCE

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

B. In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in current edition of "Architectural Sheet Metal Manual" published by the Sheet Metal and Air-conditioning Contractors National Association (SMACNA).

C. Standard commercial items may be used for flashing, trim, reglets, and similar purposes provided such items meet or exceed the quality standards specified.

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 FLASHING

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

2.2 ACCESSORIES

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

B. Underlayment: No. 30 asphalt saturated roofing felt.

C. Reglets in masonry: Recessed in sawcut, galvanized.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 WORKMANSHIP

A. General:

1. Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit.

2. Unless otherwise recommended by the manufacturer, turn exposed edges back 1/2".

B. Form and install sheet metal so as to adequately provide for expansion and contraction in the finished Work.

C. Weatherproofing:

1. Finish watertight and weathertight where so required.

2. Where lap seams are not soldered, lap according to pitch, but in no case less than 3".

3. Make flat and lap seams in the direction of flow.

D. Joints:

1. Join parts with flat or lock seams.

3.5 TESTS

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

END OF SECTION

SECTION 079200

SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Throughout the Work, seal and caulk joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of moisture and passage of air.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
2. Section 03300: Cast-in-place Concrete.
3. Section 08100: Metal Doors and Frames.
4. Section 08400: Aluminum Entrances and Storefronts.
5. Section 07600: Flashing and Sheet Metal

1.2 QUALITY ASSURANCE

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

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

B. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

PART 2 - PRODUCTS

2.1 SEALANTS

A. General: Except as specifically otherwise approved by the Architect, use only the types of sealants described in this Article.

B. Construction and Expansion Joints:

1. Material: One-part polyurethane sealant, complying with ASTM C-920 and Fed. Spec. TT-S-230C (Type 1).
2. Approved Manufacturers: Dow Corning “790" Silicone Building Sealant, equal products of other manufacturers when approved in advance by the Architect.

C. Exterior joints at window and door frames:

1. Material: One-part silicone sealant, complying with ASTM C-920 and Fed. Spec. TT-S-1543-B.
2. Approved Manufacturers: Dow Corning “791" Silicone Building Sealant, equal products of other manufacturers when approved in advance by the Architect.

D. Miscellaneous:

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

E. Colors:

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

2.2 PRIMERS

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

2.3 BACKUP MATERIALS

A. Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, which are non-absorbent, and which are non-staining.

B. Acceptable types include:

1. Closed-cell resilient urethane or polyvinyl-chloride foam;
2. Closed-cell polyethylene foam;
3. Closed-cell sponge of vinyl or rubber;
4. Polychloroprene tubes or beads;
5. Polyisobutylene extrusions;

2.5 MASKING TAPE

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

2.6 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 PREPARATION

A. Steel surfaces:

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

b. Use solvent to remove oil and grease, wiping the surfaces with clean rags.

2. Remove protective coatings on steel by using a solvent which leaves no residue.

B. Concrete surfaces:

1. Remove all laitance, oils, dirt, etc. from concrete surfaces to be sealed.
2. Prime surfaces as recommended by the manufacturer of the sealant to be installed.

C. Aluminum surfaces:

1. Aluminum surfaces in contact with sealant:
   a. Remove temporary protective coatings, dirt, oil, and grease.
   b. When masking tape is used for protective cover, remove the tape just prior to applying the sealant.
2. Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining.

3.3 INSTALLATION OF BACKUP MATERIAL

A. Use only the backup material recommended by the manufacturer of the sealant used, and approved by the Architect for the particular installation, compressing the backup material 25% to 50% to achieve a positive and secure fit.

B. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock.

3.4 PRIMING

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

3.5 INSTALLATION OF SEALANTS

A. Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.

B. Equipment:

1. Apply sealant under pressure with power-actuated or hand gun, or by other appropriate means.

2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.

C. Thoroughly and completely mask joints where the appearance of sealant on adjacent surfaces would be objectionable.

D. Tool joints to a slightly concave profile, or as otherwise required if such profiles are recommended for the particular application.

E. Cleaning up:

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

END OF SECTION

DIVISION 8
DOORS & WINDOWS

SECTION 081113

METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide metal doors and frames, which are not specifically described in other Sections of these Specifications, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.
3. Section 087100: Finish Hardware

1.2 QUALITY ASSURANCE

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

B. Unless specifically otherwise approved by the Architect, provide all products of this Section from a single manufacturer.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
3. Shop Drawings showing details of each frame type, elevations of door designs, details of openings, and details of construction, installation, and anchorage.
4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 METAL FRAMES

A. Type and design:

1. Typical Frames. Provide frames of the types and dimensions shown on the Drawings, labeled or non-labeled as indicated on the Door Schedule in the Drawings, in 16 gage minimum construction, properly reinforced for the finish hardware. Provide frames with welded corners unless noted otherwise elsewhere or unless unachievable in existing opening.

B. Finish:

1. Preclean and shop prime each frame for finish painting which will be performed at the job site under Section 099000 of these Specifications.

C. Acceptable manufacturers:

1. The Amweld Building Products Inc. or equal products of Curries Manufacturing, Ceco, Inc. or Steelcraft when approved in advance by the Architect.

2.2 METAL DOORS

A. Type and design:

1. Where noted as HM on the Drawings provide 1-3/4" thick, preformed polystyrene foam insulated steel door in size as shown on the Drawings. Face panels of doors shall be 16 gauge (min.) galvanized steel with factory primed finish. All edge seams shall be filled and ground smooth. Top and bottom of doors shall be closed flush with 16 gage steel channels. Provide 6 gage reinforcing plates at lock and hinge locations for hardware. Door shall be mortised for hinges. Provide tempered glass panels where called for on the drawings.

B. Acceptable products:

1. Provide door assemblies similar to "25LE Series" as manufactured by The Amweld Building Products Inc.
2. Equal products of Ceco, Inc. or Steelcraft are acceptable.

2.3 FINISH HARDWARE

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

A. Placing frames:

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

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

3.3 ADJUST AND CLEAN

A. Final adjustments:

1. Check and readjust operating finish hardware items in hollow metal work just prior to final inspection.
2. Leave work in complete and proper operating condition.
3. Remove defective work and replace with work complying with the specified requirements.

B. Immediately after erection, sand smooth all rusted and damaged areas of prime coat, and apply touchup of compatible air-drying primer.

END OF SECTION

SECTION 083300
ROLLING SERVICE DOORS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Electric operated overhead rolling doors.
B. Related Sections:
   1. 055000 Metal Fabrications. Door opening jamb and head members

C. Products That May Be Supplied, But Are Not Installed Under This Section:
   1. Control Station

1.2 SYSTEM DESCRIPTION

A. Design Requirements:
   1. Wind Loading:
      a. Doors to withstand design wind as defined in structural wind load analysis.

   2. Cycle Life:
      a. Standard construction for normal use of up to 20 cycles per day maximum, and a life cycle expectancy of up to 50,000

1.3 SUBMITTALS

A. Reference Section 013400 Submittal Procedures; submit the following items:
   1. Product Data
   2. Shop Drawings
   3. Quality Assurance/Control Submittals:
      a. Provide proof of manufacturer ISO 9001:2015 registration
      b. Provide proof of manufacturer and installer qualifications - see 1.4 below
      c. Provide manufacturer's installation instructions
   4. If it is not the specified product, supply certificate of compliance to specification.
   5. Closeout Submittals:
      a. Operation and Maintenance Manual
      b. Document stating that installed materials comply with this specification
      c. Warranty documentation

1.4 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer Qualifications: a minimum of five years' experience in producing doors of the type specified
   2. Installer Qualifications: Manufacturer's approval

1.5 DELIVERY STORAGE AND HANDLING

A. Reference Section 016400 Product Handling
B. Follow manufacturer's instructions

1.6 WARRANTY

A. Standard Warranty: Two years from date of shipment against defects in material and workmanship.
B. Maintenance: Submit for owner's consideration and acceptance of a maintenance service agreement for installed products.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer: Cornell. 24 Elmwood Avenue, Mountain Top, PA 18707 Telephone: (800) 233-8366 or equal approved in advance.

2.2 PRODUCT INFORMATION

A. Model: ESD10 is basis of design.

2.3 MATERIALS

A. Curtain:
   1. Slats:
      a. Galvanized Steel: No. 5F (prefinished with GalvaNex™ Coating System), Grade 40 steel, ASTM A 653 galvanized steel zinc coating. 20 Gauge as required to meet performance requirements.
   2. Finish:
      a. SpectraShield® Coating System:
         1) ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding, gray baked-on base coat and gray baked-on polyester finish coat
         2) Zirconium treatment followed by baked-on polyester powder coat, with color as selected by Architect from manufacturer's standard color range, over 180 colors; minimum 2.5 mils cured film thickness; ASTM D-3363 pencil hardness: H or better

B. Endlocks:
Alternate slats each secured with two 1/4” rivets. Fabricate interlocking sections with high strength galvanized cast iron. Provide endlocks/windlocks as required to meet specified wind load.

C. Bottom Bar
   1. Configuration:
      a. Structural Steel Angles
   2. Finish:
      a. SpectraShield® Coating System:
         1) Zirconium treatment followed by baked-on polyester powder coat, with color as selected by Architect from manufacturer's standard color range, over 180 colors; minimum 2.5 mils cured film thickness; ASTM D-3363 pencil hardness: H or better

D. Guides:
   1. Fabrication:
      a. Structural steel angles. Provide windlock bars as required, removable bellmouths, and bottom bar stoppers of same material.
   2. Finish:
      a. SpectraShield® Coating System:
         1) Zirconium treatment followed by baked-on polyester powder coat, with color as selected by Architect from manufacturer's standard color range, over 180 colors; minimum 2.5 mils cured film thickness; ASTM D-3363 pencil hardness: H or better

E. Counterbalance Shaft Assembly:
   1. Barrel: Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot of width

2. Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs. Provide wheel for applying and adjusting spring torque

F. Brackets:
Fabricate from minimum 3/16 inch steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures
1. Finish:
a. SpectraShield® Coating System:
1) Zirconium treatment followed by baked-on polyester powder coat, with color as selected by Architect from manufacturer's standard color range, over 180 colors; minimum 2.5 mils cured film thickness; ASTM D-3363 pencil hardness: H or better

G. Hood:
Galvanized steel with reinforced top and bottom edges. Provide intermediate support brackets as required.
1. Finish:
a. SpectraShield® Coating System:
1) ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding, gray baked-on base coat and gray baked-on polyester finish coat
2) Zirconium treatment followed by baked-on polyester powder coat, with color as selected by Architect from manufacturer's standard color range, over 180 colors; minimum 2.5 mils cured film thickness; ASTM D-3363 pencil hardness: H or better

H. Weatherstripping:
1. Bottom Bar: Replaceable, bulb-style, compressible EDPM gasket extending into guides
2. Guides: Vinyl strip sealing against fascia side of curtain
3. Lintel Seal: Nylon brush seal fitted at door header to impede air flow

2.4 OPERATION

A. Motorized doors - Continuous Use - Model SG (Super Duty Gear Head) Operator:
1. The operator must not extend above or below the door coil when mounted front-of-coil.
2. cULus listed (to comply with UL requirements in The United States and Canada).
3. Totally Enclosed Fan Cooled gear head operator rated 3/4 hp as recommended by door manufacture for size and type of door, 460 Volts, 3 Phase.
4. Provide complete with electric motor and factory pre-wired motor control terminals, maintenance free solenoid actuated brake, emergency manual chain hoist provided up to 2 hp and control station.
5. Motor shall be high starting torque, industrial type, with overload protection.
6. Primary speed reduction shall be heavy-duty gears running in grease or oil bath with mechanical braking to hold the door in any position.
7. When equipped, the emergency manual chain hoist assembly is automatically disengaged when motor is energized.
8. A disconnect chain shall not be required to engage or release the manual chain hoist.
9. Operator drive & door driven sprockets shall be provided with minimum #50 roller chain.
10. Operator shall be capable of driving the door at a speed of up to 9” per second or as recommended for door size.
11. Fully adjustable, driven linear screw type cam limit switch mechanism shall synchronize the operator with the door.
12. The motor shall be removable without affecting the limit switch settings.

13. The electrical contractor shall mount the control station and supply the appropriate disconnect switch, all conduit and wiring per the overhead door wiring instructions.

B. Motorized door control stations:
   1. Surface mounted: "Open/Close/Stop" push buttons; NEMA 1 (standard)

C. Motorized door control operation:
   1. Momentary Contact to Close:
      Fail-safe, UL325-2010 Compliant Entrapment Protection for Motor Operation.
      a. SafetyGard UL325 Light Curtain with Dynamic Sequential Blanking: Provide monitored, non-contact light curtain consisting of a transmitter and a receiver to be mounted to the guide assembly of the door in the provided mounting channel, projecting a thru beam across the width of the door for the height of the light curtain (3ft or 6ft depending on opening size of the door). Interruption of beam before door fully closes shall cause door to immediately stop downward travel and reverse direction to the fully opened position
      b. Continuously monitored, wireless sensing/weather edge seal extending full width of door bottom bar. Contact before door fully closes shall cause door to immediately stop downward travel and reverse direction to the fully opened position.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings
B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates
C. Commencement of work by installer is acceptance of substrate

3.2 INSTALLATION

A. Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports
B. Follow manufacturer's installation instructions

3.3 ADJUSTING

A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion

3.4 CLEANING

A. Clean surfaces soiled by work as recommended by manufacturer
B. Remove surplus materials and debris from the site

3.5 DEMONSTRATION

A. Demonstrate proper operation to Owner's Representative
B. Instruct Owner's Representative in maintenance procedures

END OF SECTION

SECTION 087100

FINISH HARDWARE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Furnish finish hardware required to complete the Work as shown on the Drawings and as specified herein;
2. Furnish trim attachments and fastenings, specified or otherwise required, for proper and complete installation;
3. Deliver to the job site those items of finish hardware scheduled to be installed at the job site; and deliver to other points of installation those items of finish hardware scheduled to be factory installed.

B. Definition: "Finish Hardware" includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except types of unique and non-matching hardware specified in the same section as the door and door frame.

C. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Installation of finish hardware is described in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

B. Manufacturer: Unless noted otherwise, obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with the requirements of this Section.

C. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware in the project's vicinity for a period of not less than 2 years, and who is, or who employs an experienced Architectural Hardware Consultant who is available, at reasonable times during the course of the work, for consultation about the project's hardware requirements, to Owner, Architect and Contractor.

D. Substitutions: Requests for substitutions must be submitted in writing to the Architect at least ten (10) working days prior to the bid opening. All requests must be accompanied by sufficient catalog data to enable the Architect to render a decision.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section, including information necessary to show compliance with requirements and instructions for installation and maintenance of finish hardware.
2. Hardware Schedule: Submit final hardware schedule in the manner indicated below. Coordinate hardware with doors, frames and related work to ensure proper size, thickness, hand, function and finish of hardware.
3. Final Hardware Schedule Content: Based on finish hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door opening. Include the following information:

    a. Type, style, function, size and finish of each hardware item.
    b. Name and manufacturer of each item.
    c. Fastenings and other pertinent information.
    d. Location of hardware set cross-referenced to indications on drawings both on floor plans and in door and frame schedule.
    e. Explanation of all abbreviations, symbols, codes, etc., contained in schedule.
    f. Mounting locations for hardware.
    g. Door and frame sizes and materials.
    h. Keying information.

C. Submittal Sequence: Submit schedule at earliest possible date, particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with the schedule the product date, samples, shop drawings of other work affected by finish hardware, and other information essential to the coordinated review of hardware schedule.

D. Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check shop drawings of such other work, to confirm that adequate provisions are made for proper location and installation of hardware. To maintain progress of the Work, deliver templates or physical samples of the approved finish hardware items to pertinent manufacturers of interfacing items such as doors and frames.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

B. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.

C. Packaging of hardware is the responsibility of the supplier. As material is received by the hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.

D. Inventory hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.

E. Deliver individually packaged hardware items at the proper time to the proper locations (shop or project site) for installation.

F. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately replaceable, so that completion of the work will not be delayed by hardware losses, both before and after installations.

PART 2 - PRODUCTS

2.1 GENERAL

A. Fasteners:

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

2.2 ACCEPTABLE PRODUCTS

A. General:

1. Except as specifically otherwise approved in advance by the Architect, furnish for each item only the product of a single manufacturer.
2. For each of the required items of finish hardware provide from the specified manufacturer or from one of the indicated acceptable substitutes.

B. Butt Hinges: Unless otherwise specified, all door jambs hung shall have butt hinges of the number, type, weight and finish as specified, and with flat button tips. Butt hinges of sufficient size, of the type required, shall be in all instances furnished to permit all doors, where possible, to swing 180 degrees. Butts manufactured by Hager, McKinney or Lawrence will be acceptable.

C. Locksets: Locksets shall be equal to Corbin/Russwin 3300 or 3500 Series Design or as noted in the Hardware Set Schedules.

D. Closers: Closers shall be equal to Corbin/Russwin series DC3000 Multi-sized closers unless noted otherwise.

E. Door Stops: For interior doors furnish wall stops equal to Ives 408-1/2 wherever possible. Where wall stops cannot be used furnish floor stops equal to Ives FS436 or FS438 with risers where necessary. Not used.

F. Door Holders: Furnish Ives Plunger Type Door Holder No. FS1154 or approved equal. Not used.

G. Thresholds: Thresholds shall be equal to National Guard, Pemko or and equal as approved by the Architect.

H. Weatherstripping: Weatherstripping shall be equal to National Guard, Pemko or an equal as approved by the Architect.

I. Pushes/Pulls: Furnish Ives, Hager or Rockwood Mfg. products as approved by the Architect. Not used.

J. Exit Devices: Exit devices shall be equal to Corbin/Russwin ED5000 series. All doors with exit device shall have Classroom function, “Newport” lever acting trim on opposite side of door, in satin stainless steel finish. Not used.

K. Manual Flush Bolts (Metal Doors): Manual Concealed Lever Extension Flush Bolts for use in metal doors. FB458 to be placed in top and bottom of door. Not used.

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

2.3 KEYING

A. Furnish three keys for each lock.

B. Identification and delivery: All keys to be stamped "DO NOT DUPLICATE"

C. Provide master keying as required by the Owner including subsets keyed under the master as required for the Owner's needs.

2.4 TOOLS AND MANUALS

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

2.5 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 DELIVERIES

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

3.2 COORDINATION

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

3.3 FINISH HARDWARE SCHEDULE

HW SET-1			
01,03,07,14	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Storeroom Lockset	CL3557 NZD	630
	1 Threshold	172D	Alum
	1 Door Bottom	210 DPK	Alum
	1 Set Weatherstripping		
HW SET-2			
02	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Office Lockset	CL3551 NZD	630
	1 Threshold	172D	Alum
	1 Door Bottom	210 DPK	Alum
	1 Set Weatherstripping		
HW SET-3			
04,05,06	Refer to Door Specification		

HW SET-4			
08	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Office Lockset	CL3551 NZD	630
	3 Silencers		
	Door Stop		
HW SET-5			
09,12,13	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Office Lockset	CL3551 NZD	630
	1 Set Weatherstripping		
	Door Stop		
HW SET-6			
10	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Office Lockset	CL3551 NZD	630
	1 Closer	DC3210 A3	
	3 Silencers		
	Door Stop		
HW SET-7			
11	1-1/2 pr. Butt Hinges	BB1199 4-1/2 x 4-1/2 NRP	32D
	1 Office Lockset	CL3551 NZD	630
	1 Closer	DC3210 A3	
	1 Set Weatherstripping		
	Door Stop		

END OF SECTION

DIVISION 9
FINISHES

SECTION 092216

METAL STUD SYSTEM

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work included: Provide metal studs and accessories as indicated on the Drawings, as specified herein and as needed for a complete and proper installation.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

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

B. In addition to complying with the pertinent codes and regulations of governmental agencies having jurisdiction, comply with pertinent recommendations contained in American Iron and Steel Institute (AISI) Specification for the Design of Cold Formed Steel Structural Members, latest edition.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section.
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 – PRODUCTS

2.1 METAL STUDS AND ACCESSORIES

A. Meet or exceed minimum requirements of ASTM A653, minimum yield strength of 33,000 psi.

B. Metal studs:

1. At interior partitions, unless shown otherwise on the Drawings, provide 3-5/8", 20 gage, standard punched steel "C" studs with G60 galvanized coating or equivalent.

C. Accessories: Provide all accessories including, but not necessarily limited to, tracks, clips, anchors, fastening devices and other accessories required for a complete and proper installation as recommended by the manufacturer of the steel studs used.

1.2 GROUT

A. Provide a good grade of commercial grout for leveling the floor track member of steel stud framing as required.

PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

A. Accurately layout partition and wall lines from the dimensions shown on the Drawings.

B. Install metal studs and accessories in strict accordance with the manufacturer's recommendations as approved by the Architect, anchoring all components firmly into position.

C. Align partition and wall assemblies to a tolerance of one in 200 horizontally and one in 500 vertically.

D. Coordination:

1. Space the studs as required for compliance with pertinent regulations, to give proper support for the covering materials and as indicated on the Drawings.
2. Coordinate and provide required backing and other support for items to be mounted on the finished covering.
3. Coordinate requirements for pipes and other items designed to be housed within the partition and wall systems.

3.3 LEVELING

A. By use of the specified grout or other means approved by the Architect, provide continuous solid bearing under floor track members of steel stud partitions and walls.

B. Level in a manner to provide uniform interface with ceilings and other overhead construction.

END OF SECTION

SECTION 092600

GYPSUM WALLBOARD SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide gypsum drywall and accessories in all wall and ceiling surfaces called for on the Drawings and as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;

2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;

3. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 GYPSUM WALLBOARD

A. General: Provide products similar and equal to those manufactured by United States Gypsum Corporation as specified below or approved in advance by the Architect.

1. Toilet Rooms, Kitchens, Janitor Area walls and ceilings (wet or humid areas): Provide “Sheetrock” brand Gypsum Moisture Resitant panels, tapered edge, 5/8” thick.
2. Corridor Walls: Provide “Sheetrock” brand Firecode Gypsum panels, tapered edge, thickness as specified in wall assembly design. NOT USED IN THIS WORK.
3. Other interior walls: Provide “Sheetrock” brand Gypsum panels, tapered edge, 5/8” thick.

2.2 METAL TRIM

A. Form from zinc-coated steel not lighter than 26 gage, complying with Fed Spec QQ-S-775, type I, class d or e.

2.3 JOINTING SYSTEM

A. Provide a jointing system, including reinforcing tape and compound, designed as a system to be used together and as recommended for use by the manufacturer of the gypsum wallboard approved for use on this Work.

B. Jointing compound may be used for finishing if so recommended by its manufacturer.

2.4. FASTENING DEVICES

A. For fastening interior wallboard and sheathing board in place use 1-1/8" type S or S-12 bugle head screws.

2.5 CEILING SUSPENSION SYSTEM

(this system not used here)

A. Steel Channels:

1. Comply with ASTM A109 or ASTM A303.
2. Hot-rolled or cold-rolled channels for framing: Use galvanized.
3. Cold-rolled channels: Provide flanges not less than 7/16" wide.
4. Provide channels with minimum weights as follows:

Hot-rolled steel:		Cold-rolled steel:
Nominal size:	Lbs per foot:	Lbs per foot:
1-1/2"	1.120	0.475
1"	0.410	-----
3/4"	0.300	0.300

B. Hangers supporting runner channels:

1. Provide soft annealed steel wire not smaller than 8 gage and complying with Fed Spec QQ-W-461, galvanized.
2. Flat iron or steel straps at least 3/32" x 7/8" size, galvanized or coated with rust-inhibitive paint, may be used in lieu of the specified hanger wire.

2.6 METAL CEILING AND WALL FURRING

A. Ceiling furring channels shall be 7/8” x 2 9/16” roll formed, hat shaped section of 25 gage galvanized steel. Tie material for channels - 18 ga. wire.

2.7 METAL STUDS - AT NEW INTERIOR WALLS

A. Unless noted otherwise in Section 09110, provide 20 gauge, galvanized metal “C” studs with tracks and accessories, 33ksi yield strength, complying with the requirements of AISI Specifications for the Design of Cold-Formed Steel Structural Members. Double studs around all wall openings, unless noted otherwise.

2.8 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

A. General:

1. Install wallboard and cement board in accordance with the Drawings with the separate boards in moderate contact but not forced into place.
2. At internal corners, conceal the cut edges of the boards by the overlapping covered edges of the abutting boards.
3. Stagger the boards so that corners of any four boards will not meet at a common point except in vertical corners.

B. Walls:

1. Install wallboard at right angles to the furring or framing members.
2. Make end joints, where required, over framing or furring members.
3. Install furring at masonry walls vertically, unless noted otherwise elsewhere.

C. Attaching:

1. Drive the specified screws with clutch-controlled power screwdrivers, spacing the screws 8" on centers.

D. Ceilings and soffits:

1. Install wallboard at right angles to the furring or framing members.
2. Make end joints, where required, over framing or furring members.
3. Space hanger wires at maximum 48" o.c. saddle tied to carrying channels spaced at 48" o.c. Space furring channels at 16" o.c. and either clip attach or wire tie to carrying channels.

E. Attaching:

1. Attach wallboard to furring channels with the specified screws spaced at 6" o.c.

3.3 JOINT TREATMENT

A. General:

1. Inspect areas to be joint treated, verifying that the gypsum wallboard fits snugly against supporting framework.
2. In areas where joint treatment and compound finishing will be performed, maintain a temperature of not less than 55 degrees for 24 hours prior to commencing the treatment and until joint and finishing compounds have dried.
3. Apply the joint treatment and finishes as required and described above.
4. Provide a minimum drying time of 24 hours between coats, with additional drying time in poorly ventilated areas.

3.4 METAL TRIM

A. General:

1. The Drawings do not purport to show all locations and requirements for metal trim.
2. Carefully study the Drawings and the installation, and provide all metal trim normally recommended by the manufacturer of the gypsum wallboard approved for use in this Work.

3.5 FINISHING

A. Provide Level 4 finish to all gypsum board installations.

3.6 CLEANING UP

A. In addition to other requirements for cleaning, use necessary care to prevent scattering gypsum wallboard scraps and dust, and to prevent tracking gypsum and joint finishing compound onto floor surfaces.

B. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scrap, debris, and surplus material of this Section.

END OF SECTION

SECTION 095100

ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide acoustical ceilings where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 EXPOSED "T" SYSTEM

A. Provide a complete system of supporting members, anchors, wall cornices, adapters for light fixtures and grilles, and accessories of every type required for a complete suspended "T" grid system of the arrangements shown on the Drawings. Provide color or colors selected by the Architect from standard colors of the approved manufacturer, complying with pertinent requirements of Underwriters Laboratories, Inc., and the governmental agencies having jurisdiction.

B. Acceptable products:

1. All Type Ceilings: Armstrong “Prelude” 15/16” exposed tee suspension system. Color: White.
2. Equal products of other manufacturers when approved in advance by the Architect.

2.2 ACOUSTICAL CEILING PANELS

A. Acceptable products:

1. Typical spaces -Type 1 Tile: Armstrong “Fine Fissured", Item No. 1728, square lay-in 15/16”, 24" x 24" x 5/8" panel. Color: White.

2. Restrooms -Type 3 Tile: Armstrong “Sahara”, Item No. 273, angled tegular edge, 24”x24”x5/8” panel. Color: White. NRC .50.

3. Equal products of other manufacturers if approved in advance by the Architect.

2.3 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION, GENERAL

A. Except as modified by requirements of governmental agencies having jurisdiction, install suspended ceiling systems in accordance with the recommendations of the manufacturer as approved by the Architect.

B. Lateral bracing:

1. Provide lateral bracing as required by pertinent codes and regulations.
2. Secure lateral bracing to structural members. Secure at right angles to the direction of the partition and four ways in large ceiling areas.

C. Make all grid level within a tolerance of one in 1000 and straight within a tolerance of one in 1000.

3.3 INSTALLATION OF ACOUSTICAL MATERIALS

A. "T" grid system: Install acoustical ceiling boards so linearity of facing is in the same direction.

3.4 CLEANING UP

A. In addition to other stipulated requirements for cleaning, completely remove finger prints and traces of soil from the surfaces of grid and acoustical materials, using only those cleaning materials recommended for the purpose by the manufacturer of the material being cleaned.

END OF SECTION

RESILIENT TILE FLOORING

SECTION 096500

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide resilient tile flooring and base where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
2. Section 033000: Cast-in-Place Concrete.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
3. Samples of each item, color, and pattern available in the specified grades from the proposed manufacturers.
4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Provide colors and patterns as selected by the Architect from standard colors and patterns of the approved manufacturer in the specified type.

B. Adhesives:

1. Provide waterproof and stabilized type adhesive as recommended by the manufacturer of the material being installed.

2. Asphalt emulsions and other non-waterproof adhesives will not be acceptable.

C. Concrete slab primer: Provide non-staining type as required and as recommended by the manufacturer of the material being installed.

2.2 RESILIENT MATERIALS

A. Solid vinyl tile:

1. Dimension: Provide 12" x 12" x 1/8".
2. Acceptable products:
   a. Use Armstrong Flooring/ Standard Excelon Imperial Texture as price basis.

B. Equal products of other manufacturers when approved in advance by the Architect.

C. Rubber base:

1. Where shown or called for in the Drawings, provide 4" high, topset cove base as manufactured by Johnsonite or equal product when approved in advance by the Architect.

D. Accessories:

1. At the centerline of door openings, provide vinyl feature strips matching the width of the door frame.
2. At the junction of vinyl tile flooring and concrete finish flooring, provide tile reducing strips.

2.3 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 PREPARATION

A. Subfloors:

1. Verify that substrate is smooth, level, at required finish elevation, and without more than 1/8" in 10'-0" variation from level or slopes shown on the Drawings.
2. Prior to laying materials, broom clean or vacuum the surfaces to be covered, and inspect the subfloors. Uneven finish surface due to foreign matter beneath tiles shall not be tolerated.
3. Patch, fill with leveling compound, grind down or otherwise prepare irregular subfloor surfaces to the degree of level called for above.

B. Priming:

1. Apply concrete slab primer if so recommended by the resilient flooring manufacturer.
2. Apply in accordance with the manufacturer's recommendations as approved by the Architect.

3.3 INSTALLATION

A. General:

1. Install materials only after finishing operations, including painting, have been completed and after permanent heating system is operating.
2. Verify that moisture content of concrete slabs, building air temperature, and relative humidity are within the limits recommended by the manufacturers of the materials used.
3. Maintain reference markers, holes, and openings that are in place or plainly marked for future cutting by repeating on the finish surface as marked in the subfloor. Use chalk or other non-permanent marking device.

B. Installing resilient tiles:

1. Place units with adhesive cement in strict compliance with the manufacturer's recommendations as approved by the Architect.

    a. Butt units tightly to vertical surfaces, nosings, edgings, and thresholds.
    b. Scribe as necessary around obstructions and to produce neat joints.
    c. Place tiles tightly laid, even, and in straight parallel lines.
    d. Extend units into toe spaces, door reveals, and in closets and similar spaces.

2. Lay units from center marks established with principal walls, discounting minor offsets, so that units at opposite edges of the room are of equal width.

    a. Adjust as necessary to avoid use of cut widths less than 3" wide at room perimeters.
    b. Lay units square to axes of the room or space.

3. Match units for color and pattern by using materials from cartons in the same sequence as manufactured and packaged.
4. Lay in checker board pattern with grain units running in opposite direction, unless otherwise directed by the Architect.
5. Place tile reducing strips tightly butted to units and secured with adhesive, providing at all unprotected edges unless otherwise shown.
6. Provide and install accent strips under all door thresholds. Color as selected by Architect

C. Installing base:

1. Install base where called for in the Drawings.
2. Use factory-preformed exterior corners, and factory-preformed or job-mitered interior corners.

D. Finishing:

1. Provide floor waxing of all flooring of this section. Provide minimum 3 coats.

3.4 CLEANING AND PROTECTING

A. Remove excess adhesive and other blemishes from exposed surfaces, using neutral cleaner recommended by the manufacturer of the resilient materials.

END OF SECTION

SECTION 099000

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Paint and finish the exterior and interior exposed surfaces listed on the Painting Schedule in Part 3 of this Section, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division l of these Specifications.
2. Priming or priming and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other Sections.
3. Section 081416: Wood Doors
4. Section 092600: Gypsum Wallboard Systems

C. Work not included:

1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified.
3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; fire sprinkler heads and motor shafts, unless otherwise indicated.
4. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.

D. Definitions:

1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.2 QUALITY ASSURANCE

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

B. Paint coordination:

1. Provide finish coats that are compatible with the prime coats actually used.
2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the

various substrata.

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

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data need to prove compliance with the specified requirements.

C. Samples:

1. Following the selection of colors and glosses by the Architect, as described under "Color Schedules" in Part 2 of this Section, submit Samples for the Architect's review.

    a. Provide two Samples of each color and each gloss for each material on which the finish is specified to be applied.
    b. Except as otherwise directed by the Architect, make Samples approximately 8" x 10" in size.
    c. If so directed by the Architect, submit Samples during progress of the Work in the form of actual application of the approved materials on actual surfaces to be painted.
2. Revise and resubmit each Sample as requested until the required gloss, color, and texture is achieved. Such Samples, when approved, will be come standards of color and finish for accepting or rejecting the work of this Section.
3. Do not commence finish painting until approved Samples are on file at the job site.

1.4 CLOSEOUT SUBMITTALS

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

1.5 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

1.6 JOB CONDITIONS

A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.

B. Weather conditions:

1. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

A. Acceptable materials and suppliers:

1. The Painting Schedule in Part 3 of this Section is based on products of Sherwin Williams Company, unless noted otherwise.
2. Basis of design uses paint products as manufactured by Sherwin Williams Company, or equal approved in advance by architect.

B. Undercoats and thinners:

1. Provide undercoat paint produced by the same manufacturer as the finish coat.
2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
3. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

2.2 COLOR SCHEDULES

A. The Architect will prepare a color schedule with samples for guidance in painting.

B. The Architect may select, allocate, and vary colors on different surfaces throughout the Work.

2.3 APPLICATION EQUIPMENT

A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.

B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.4 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 MATERIALS PREPARATION

A. General:

1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations as approved by the Architect.
2. When materials are not in use, store in tightly covered containers.
3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

B. Stirring:

1. Stir materials before application, producing a mixture of uniform density.
2. Do not stir into the material any film that may form on the surface, but remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

A. General:

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

B. Preparation of wood and fiber cement surfaces:

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

C. Preparation of metal surfaces:

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

D. Preparation of concrete and masonry surfaces:

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

3.4 PAINT APPLICATION

A. General:

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

B. Drying:

1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.

2. Consider oil-base solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Brush applications:

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

D. Spray application:

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

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

F. Miscellaneous surfaces and procedures:

1. Exposed mechanical items:

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

3.5 PAINTING SCHEDULE

Provide the following paint finishes.

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

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

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

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

C. Interior Wood Trim called out for painting:

1.	First Coat:	PrepRite ProBlock Interior/Exterior Latex Primer/Sealer
2.	Second Coat:	Multi Surface Acrylic
3.	Third Coat:	Same as second coat

D. Interior Metal:

1.	First Coat:	Kem Kromik Universal Metal Primer
2.	Second Coat:	Pro Industrial DTM Acrylic Semi-gloss
3.	Third Coat:	Same as second coat

E. Interior Metal (Factory Primed):

1.	First Coat:	Pro Industrial DTM Acrylic Semi-gloss
2.	Second Coat:	Same as second coat

F. Exterior Metal:

1.	First Coat:	Kem Kromik Universal Metal Primer
2.	Second Coat:	Pro Industrial DTM Acrylic Semi-gloss
3.	Third Coat:	Same as second coat

G. Exterior Metal (Factory Primed):

1.	First Coat:	Pro Industrial DTM Acrylic Semi-gloss
2.	Second Coat:	Same as second coat

END OF SECTION

DIVISION 10
SPECIALTIES

SECTION 101400

IDENTIFYING DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide identifying devices as specified herein and as needed for a complete and proper installation including, but not necessarily limited to:

1. Interior Door/Room Signs and Exterior Wall Signs.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division l of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 013400.

B. Product data: Within 60 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
3. Details of installation and anchorage sufficient to enable proper interface of the work of this Section with the work of other trades.
4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Interior signage design is based on use of products manufactured by Best Sign Systems.

B. Provide the products upon which design is based, or provide equal products of another

manufacturer approved in advance by the Architect. Acceptable manufacturer's include Best Sign Systems, Gemini Incorporated and Advantage Sign and Graphics, Inc.

C. Except as otherwise approved by the Architect, provide all products of this Section from a single manufacturer

2.2 INTERIOR SIGNAGE

A. At interior door locations, (minimum 6 locations including restrooms) provide BEST Sign Systems, HC300 ADA system, with square corner, no border, with holes and flat stainless steel screw mounting. Lettering shall be standard "medium graphic blast". Background shall be a standard "MP" color and lettering shall be a different "MP" color. All signs shall have standard braille under graphic lettering.

1. Provide HC300E, 10" x 3" with room name at each interior door typical.

2.3 EXTERIOR SIGNAGE

A. At locations shown on the elevation Drawings at the building front entrance. Provide products from Gemini Incorporated or approved equal; type, material, height and case as shown on the Drawings, w/ concealed stud mounting on wall face.

1. Wording shall be as shown on the Drawings.
2. Colors shall be from manufacturer's standard line as selected by architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

A. Install the work of this Section in strict accordance with the manufacturers' recommendations as approved by the Architect, using only the approved mounting materials, and locating all components firmly into position, level and plumb.

END OF SECTION

SECTION 102800

TOILET ROOM ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide toilet room accessories and mirrors where indicated on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 016400.

PART 2 - PRODUCTS

2.1 TOILET ROOM ACCESSORIES

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

2.2 MIRRORS

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

1. Model: as shown on the Drawings
2. Mounting Height: as shown on the Drawings

2.3 OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

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

B. Install each item in its proper location, firmly anchored into position (with proper concealed blocking), level and plumb, and in accordance with the manufacturer's recommendations.

3.3 CLEANING

A. At the completion of the installation of items called for under this portion of the Work, thoroughly clean each item installed with a cleaning agent approved for that use by the manufacturer of the item supplied.

B. Remove from the area of the installation all debris created by the Work of the Section and dispose of all trash in an area approved for that use by the Architect.

END OF SECTION

DIVISION 11-12

Not Used

DIVISION 13
SPECIAL CONSTRUCTION

SECTION 131200

PRE-ENGINEERED BUILDINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Pre-engineering building and components including the following:
   1. Structural steel frame.
   2. Roof covering system including exterior roof panels, panel attachments, sealants, mastics, insulations, trim and flashings.
   3. Exterior wall system including wall panels, panel attachments, sealants, mastics, trim and flashings.

B. Wall accessories including the following:
   1. Service doors
   2. Roll-up doors.

C. Roof accessories including the following:
   1. Ridge ventilators.

1.2 RELATED SECTIONS

A. Section 033000 - Cast-in-Place Concrete or Structural Drwgs: Foundations and anchor bolts.

B. Section 099000 - Paints and Coatings: Finish painting of structural members, doors, roof curbs, and factory prime painted miscellaneous items.

1.3 REFERENCES

A. ASTM A 36/ASTM A36M - Standard Specification for Carbon Structural Steel.

B. ASTM A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.

C. ASTM A 325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

D. ASTM A 500 - Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

E. ASTM A 529/A 529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.

F. ASTM A 572/A 572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Steel.

G. ASTM A 607 - Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Columbium or Vanadium, or Both, Hot-Rolled and Cold-Rolled.

H. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

I. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

J. ASTM A 1011 - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low Alloy with Improved Formability.

K. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

L. AWS D1.1 - Structural Welding Code; American Welding Society.

M. NAIMA 202 - Standard for Flexible Fiber Glass Insulation Used in Metal Buildings; North American Insulation Manufacturers Association.

N. SDI 100 - Recommended Specifications for Standard Steel Doors and Frames; Steel Door Institute.

O. UL 580 - Tests For Wind Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.

1.4 DEFINITIONS

A. Building Width: Measured from outside to outside of sidewall girts.

B. Building Length: Measured from outside to outside of end wall girts.

C. Building Line: Outside face of structural steel.

D. Building Eave Height: Measured from the top of the eave member at the outside of the sidewall girt line to the bottom of the sidewall column base plate.

E. Bay Spacing: Measured from centerline to centerline of primary frames for interior bays and from centerline of the first interior frame to outside of end wall girts for end bays.

F. Roof Pitch: The ratio of the vertical rise to the horizontal run.

1.5 SYSTEM DESCRIPTION

A. General:
1. Provide pre-engineered metal building frame, metal wall panels, metal roof panels, accessories and miscellaneous materials for a complete enclosure including supports for building components specified in other sections.
2. Design structural systems according to professionally recognized methods and standards and legally adopted building codes.
3. Design under supervision of professional engineer licensed in the jurisdiction of the Project.

B. Design Requirements:
Design structure using roof dead and live loads, floor loads, seismic loads, as applicable to the the building and material type.
1. Dead loads, including the weight of all indicated permanent construction:
   a. Elements required for support of lights and light battens, hanging fixtures, mechanical equipment, piping, ceiling hanger wires, and all other items required to provide a complete building and not specifically indicated on the drawings.
2. Wind loads:
   a. Roof and Wall Wind Load: Calculate in accordance with applicable codes, and refer to structural design requirements elsewhere in these drawings and specifications.

C. Performance Requirements:
   1. Provide frame with design roof profile after vertical dead load deflection has occurred.
   2. System to withstand gravity and lateral loads in compliance with contract documents.
   3. Refer to contract drawings for additional concentrated loads to pre-engineered building hanger beams and support jacks.
      a. Sprinkler pipes, steam pipes: 1.5 times energized pipe weight.
      b. Vertical unit heaters: 300# (136 kg) each.
      c. Exhaust fans and louvers: 1000# (454 kg) vertical and 250# (113 kg) horizontal each unit.
      d. Rigging and hoist assembly.
   4. Allowable Deflections
      a. Vertical: Clear span/240 for total load; clear span/360 for live load.
      b. Lateral frame movement: Height/200 for a 25 year mean recurrence wind load.
   5. Metal wall panels (interior and exterior) shall not to be used as shear elements.
   6. Construct assembly to permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 100 degrees F (37 degrees C).
   7. Design and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

1.6 SUBMITTALS

A. Submit under provisions of Section 013000.

B. Design Data: Provide detailed design criteria and calculations prepared by a licensed structural engineer.

C. Certification: Manufacturer certification that the building conforms to the contract documents and manufacturer's standard design procedures.

D. Shop Drawings: Show building layout, primary and secondary framing member sizes and locations, cross-sections, and product and connection details.
   1. Anchor Bolt Installation Drawings: Layouts with minimum bolt diameters.

E. Product Data: Information on manufactured products to be incorporated into the project.

F. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

G. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Not less than 5 years experience in the actual production of specified products.
   1. Member of the Metal Building Manufacturer's Association (MBMA).
   2. Certified by AISC in the Metal Building category.
   3. Primary manufacturer of frames, secondary steel, roof and wall sheeting, and trim.

B. Installer Qualifications - Firm experienced in application or installation of systems similar in complexity to those required for this project, plus the following:
   1. Acceptable to or licensed by manufacturer.
   2. 5 years experience with systems.
   3. Successfully completed not less than 5 comparable scale projects using this system.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 PROJECT CONDITIONS

A. Maintain 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.

1.10 WARRANTY

Refer to Section 074213 - Metal Roofing System and Wall Panels.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL FRAMING

A. Primary Framing: Rigid Frame (RF Series) solid web framing consisting of tapered or uniform depth rafters rigidly connected to tapered or uniform depth columns. Provide a clear span that supports the loads at bay spacing indicated.

B. End Wall Framing: Corner posts, end posts and rake beams.

2.2 SECONDARY FRAMING

A. Purlins: Zee-shaped; depth as required; with minimum yield strength of 55,000 psi (345 MPa); simple span or continuous span as required for design. Purlin bearing leg required.

B. Girts: Zee- or Cee-shaped; depth as required, with minimum yield strength of 55,000 psi (345 MPa); simple span or continuous span as required for design.

C. Transbay Members: Open web, parallel chord, secondary joists; simple span, utilizing materials, sizes and yield strength as required.

D. Wind Bracing: Portal, torsional, diagonal bracing or diaphragm in accordance with manufacturer's standard design practices; utilizing rods, angles, and other members, with minimum yield strengths as required for design.

E. Primary Frame Flange Bracing: Attached from purlins or girts to the primary framing, minimum yield strength as required for design.

2.3 MISCELLANEOUS FRAMING

A. Base Angles: 2 inch by 3 inch by 0.059 inch (50 mm by 75 mm by 1.5 mm) steel angles, with minimum yield strength of 55,000 psi (38 MPa), anchored to the floor slab or grade beam with power driven fasteners or equivalent at a maximum spacing of 4 feet (1220 mm) on center and not more than 6 inches (150 mm) from the end of any angle member.

B. Door Headers and Jambs: Zee- or Cee-shaped; depth as required; with minimum yield strength of 55,000 psi (380 MPa).

C. Sag Angles and Bridging: Steel angles, with minimum yield strength of 36,000 psi (250 MPa).

2.4 ROOF COVERING SYSTEM

A. Refer to Section 074213.

2.5 EXTERIOR WALL COVERING SYSTEM

A. Refer to Section 074213.

2.6 INSULATION

A. Schedule:
   1. Roof insulation:
      a. Over conditioned space: Liner system insulation - R-value: R-19.
      b. Over unconditioned space: R- value: R-19.

   2. Wall Insulation:
      a. Blanket insulation – R-value: R-13.

B. Blanket Insulation: Glass fiber, with factory laminated facing material
   1. Glass fiber: Odorless, neutral colored, long filament, flexible resilient, produced in compliance with NAIMA 202.
   2. Flame spread Index: 25 or less, when tested in accordance with UL 723.
   3. Smoke Developed Index: 50 or less, when tested in accordance with UL 723.
   4. UL Classified.
   5. Facing: White vinyl scrim polyester; 0.0025 inch (0.064 mm) thick PVC film, glass fiber scrim reinforcing, 0.0005 inch (0.013 mm) thick polyester film; permeance 0.02 perms (1.1 ng/Pa s sq m). Composite fiberglass and facing meeting Flame Spread of 25 or less, Smoke Developed of 50 or less, when tested in accordance with UL 723.
   6. Provide facing 3 inches (75 mm) wider than blanket on both edges.
   7. Width: As required for installation.

C. Thermal Blocks: High density, 3/4 inch (19 mm) thick extruded polystyrene, for installation over the purlin.

2.7 WALL ACCESSORIES

A. Service Doors: Refer to Section 081113.

B. Overhead Doors: Refer to Section 083300.

C. Wall Openings: Cold-formed sheet metal framing concealed with manufacturer's standard trim, color as selected by Architect.

2.8 ROOF ACCESSORIES

A. Eave Gutters: Roll-formed 26 gage (0.45 mm) steel sheet, with gutter straps, fasteners and joint sealant; color shall be from manufacturer's standard selection as selected by Architect.
   1. Downspouts: size per drawings in 10 foot (3050 mm) lengths, with downspout elbows and downspout straps; color as selected by Architect.

2.9 MATERIALS

A. Structural Steel Plate, Bar, Sheet, and Strip for Use in Bolted and Welded Constructions:

ASTM A 572/A 572M, A 529/A 529M, A 1011 or A 36/A 36M Modified 50, with minimum yield strength of 50,000 psi (345 MPa).

B. Structural Steel Material for Use in Roll Formed or Press Broken Secondary Structural Members: ASTM A 607, with minimum yield strength of 55,000 psi (380 MPa).

C. Galvanized Steel Sheet for Roll Formed or Press Broken Roof and Wall Coverings, Trim and Flashing: ASTM A 653/A 653M, with minimum yield strength of 50,000 psi (345 MPa).

D. Galvalume Steel Sheet Used in Roll Formed or Press Broken Roof Covering: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M, with minimum yield strength of 50,000 psi (345 MPa); nominal coating weight of 0.5 oz per sq ft (152 kg/sq m) both sides, equivalent to an approximate coating thickness of 0.0018 inch (0.05 mm) both sides.

E. Hot Rolled Steel Shapes: W, M and S shapes, angles, rods, channels and other shapes; ASTM A 500, ASTM A 572/A 572M or ASTM A 36/A 36M as applicable; with minimum yield strengths required for the design.

F. Structural Bolts and Nuts Used with Primary Framing: High strength, ASTM A 325.

G. Bolts and Nuts Used with Secondary Framing Members: ASTM A 307.

H. Panel Fasteners:
1. For roof panels: Coated carbon steel with appropriate washers.
2. For wall panels: Coated carbon steel.
3. Color of exposed fastener heads to match the wall panel finish.
4. Concealed Fasteners: Self-drilling type, of size as required.
5. Provide fasteners in quantities and location as required by the manufacturer.

I. Flashing and Trim: Match material, finish, and color of adjacent components. Provide trim at rakes, including peak and corner assemblies, high and low eaves, corners, bases, framed openings and as required or specified to provide weathertightness and a finished appearance.

J. Plastic Parts:Glass fiber reinforced resin or thermoformed ABS (Acrylonitrile-Butadiene-Styrene).
1. ABS: Minimum 1/8 inch (3 mm) thick.
2. Color: Manufacturer's standard color.

K. Sealants, Mastics and Closures: Manufacturer's standard type.
1. Provide at roof panel end laps, side laps, rake, eave, transitions and accessories as required to provide a weather resistant roof system; use tape mastic or gun grade sealant at side laps and end laps.
2. Provide at wall panel rakes, eaves, transitions and accessories.
3. Closures: Formed to match panel profiles; closed cell elastic material, manufacturer's standard color.
4. Tape mastic: Pre-formed butyl rubber-based, non-hardening, non-corrosive to metal; white or light gray.

5. Gun grade sealant: Non-skinning synthetic Elastomeric based material; gray or bronze.

2.10 FABRICATION

A. Fabrication: Fabricate according to manufacturer's standard practice.
1. Fabricate structural members made of welded plate sections by jointing the flanges and webs by continuous automatic submerged arc welding process.
2. Welding operators and processes: Qualified in accordance with AWS D1.1.

3. Field connections: Prepare members for bolted field connection by making punched, drilled, or reamed holes in the shop.

B. Component Identification: Mark all fabricated parts, either individually or by lot or group, using an identification marking corresponding to the marking shown on the shop drawings, using a method that remains visible after shop painting.

2.11 FINISH

A. Colors shall be as selected by the Architect from Manufacturer's standard finishes:
B. Shop Coat: Manufacturer's standard rust inhibitive primer paint; manufacturer's standard color.
1. Finish all structural steel members using one coat of manufacturer's standard shop coat, after cleaning of oil, dirt, loose scale and foreign matter.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
1. Verify foundations are properly installed, to correct dimensions and within acceptable tolerances.
2. Verify location of covered or built-in work.
3. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Framing Erection: Erect framing in compliance with AISC Specification.

B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as required by manufacturer.

3.3 ERECTION OF FRAME

A. Install in accordance with manufacturer's instructions.

B. Do not erect frames without complete installation of tie beams and anchorages.

C. Set column base plates with non-shrink grout to full plate bearing.

D. Do not field cut or alter structural members without written approval.

E. After erection, prime bolts, welds, abrasions, and surfaces not primed with primer used in shop painting.

3.4 INSTALLATION OF WALL AND ROOF SYSTEM

A. Install in compliance with manufacturer's instructions. Refer to specifications section Roof and Wall Panels – 074213.

B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

C. Fasten cladding system to structural supports, aligned level and plumb.

D. Locate end laps over supports. End lap panels according to manufacturer's recommendations. Place sidelaps over bearing.

E. Provide expansion joints where indicated.

F. Use concealed fasteners at roofing.

G. Install sealant and gaskets to prevent weather penetration.

H. Install system free of rattles, noise due to thermal movement, and wind whistles.

I. Install door frames, service doors, overhead doors, window and glass, and gutter system in compliance with manufacturer's instructions.

J. Seal wall and roof accessories watertight and weathertight with sealant in compliance with building manufacturer's standard procedures.

K. Rigidly support and secure gutters and downspouts. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.

L. Apply bituminous paint on surfaces in contact with cementitious materials.

M. Tolerances:
   1. Framing Members: 1/4 inch (6 mm) from level; 1/8 inch (3 mm) from plumb.
   2. Racking: 1/8 inch (3 mm) from true position. Provide shoring to maintain position prior to cladding installation.

3.5 FIELD QUALITY CONTROL

A. Testing by Contractor:
   1. Roof installation inspection by roof manufacturer's representative; as required as part of warranty provision.

B. Testing by Owner if requested:
   1. High Strength Bolted Connections: Specification for Structural Joints Using ASTM A325 or A490 Bolts, with minimum testing of bolted connections per the arbitration inspection procedure.
   2. Welded Connections: AWS. Visual inspection of 100 percent of welds. Ultrasonic inspection of 50 percent of full and partial penetration welds. A rejection rate greater than 5 percent will increase the inspection to 100 percent.
   3. General Testing: For materials and installed tolerances.

END OF SECTION

DIVISION 14

Not Used

DIVISION 15
MECHANICAL

REFER TO DRAWINGS

DIVISION 16
REFER TO DRAWINGS