06 January 2017 **SET** #

PROJECT MANUAL FOR:

Kensett Fire Station

Kensett, Arkansas

DOCUMENT 00010

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None this project.

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None this project.

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None this project.

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DOCUMENT 00105

INVITATION TO BID

Project: Kensett Fire Station Kensett, Arkansas

Owner: City of Kensett Arkansas

P.O. Box 305

Kensett, Arkansas 72082 ATTN: Mayor McDonald

Architect:

Hoffmann Architectural Inc. 102 North Spring Street Searcy, AR 72143

Date: 01/06/17 To all bidders,

Your firm is invited to submit a Bid under seal to the Architect for construction of a facility to be located on East Searcy Street in Kensett, Arkansas. The Owner will receive Bids in the office of the Architect at 102 North Spring Street, Searcy, Arkansas at 4:00 PM local prevailing time on **January 31st, 2017** for the following project:

Description: New Three Truck Fire Station.

The Owner requires the Project to be completed in 180 calendar days from date of award of contract.

Bidding Documents for a Stipulated Sum contract may be obtained on or after <u>January 10th, 2017</u> from the office of the Architect upon receipt of a **refundable** deposit, by check, in the amount of \$125.00 for each set. (A maximum of three (3) sets will be issued to each general contractor.) Additionally, a scanned PDF file copy of the Bidding Documents may be obtained upon receipt of a written, valid, email address, and a **non-refundable** check in the amount of \$10.00. PDF Documents may be obtained by all interested parties.

Bidders will be required to provide Bid security in the form of a Certified or Cashier's Check, or Bid Bond, of a sum of no less than 5.0 percent of the Bid Sum. Such check or bid bond will be returned to all but the three lowest bidders within three days after the opening of bids and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract. Bidders will be required to certify compliance with Arkansas Community and Economic Development Program (ACEDP), Section 3, along with submission of an Estimated Project Workforce Breakdown.

Bidders will be required to execute a disclosure declaring if he or she is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate family member of the same, pursuant to Executive Order 98-04.

Bidders and subcontractors will be required to certify compliance regarding Equal Employment Opportunity pursuant to Executive Order 11246 (30 FR 12319-25).

Refer to other bidding requirements described in Document 00200 - Instructions to Bidders.

Submit your Bid on the Bid Form provided. Bidders may supplement this form as appropriate.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids.

Hoffmann Architectural Inc.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

1.1 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received as established in Section 00105 Invitation to Bid.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.
- D. Bidders are required to certify compliance with Arkansas Community and Economic Development Program (ACEDP), Section 3.
- E. Bidders are required to submit an Estimated Project Workforce Breakdown.
- F. Bidders are required to submit an executed disclosure declaring if he or she is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate family of the same, pursuant to Executive Order 98-04.
- G. Bidders and subcontractors are required to certify compliance regarding Equal Employment Opportunity pursuant to Executive Order 11246 (30 FR 12319-25).
- H. Bidders are to submit fully executed supplemental information forms as required along with the bid form and as required upon notification of award.

1.2 INTENT

A. The intent of this bid request is to obtain an offer to perform work as described in the contract documents for a **Stipulated Sum contract**, in accordance with Contract Documents.

1.3 CONTRACT TIME

- A. Perform the Work in 180 calendar days.
- B. Liquidated damages in the sum of \$200.00 per day will be assessed for each calendar day beyond the contract period the contractor fails to reach substantial completion.

1.4 DEFINITIONS

A. Bidding Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form and Appendices, and bid securities, identified.

- B. Contract Documents: Defined in AIA Document A201-2007 Article 1, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Sum: Monetary sum identified by the Bidder in the Bid Form.

1.5 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Kensett Fire Station as prepared by Hoffmann Architectural Inc. located at 102 North Spring Street, Searcy, Arkansas and identified in the Project Manual.

1.6 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Deposit will be refunded when Bidding Documents are returned complete, and undamaged, within 7 days of bid opening.
- D. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.7 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- B. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.

1.8 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Barry Hoffmann, at the office of the Architect/Engineer; facsimile 501-268-4745.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be sent to known Bidders. Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum.

1.9 PRODUCT SUBSTITUTIONS

A. Substitute Products will be considered when request is submitted as an attachment to the Bid Form. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid Sum, including revisions to other Work.

1.10 SITE EXAMINATION

A. Examine Project site before submitting a Bid.

1.11 SUBMISSION PROCEDURE

A. Submit one copy of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

1.12 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind, may be declared unacceptable at Owner's discretion.
- B. Bids are by invitation only, from selected Bidders. Unsolicited Bids will be returned.

1.13 BID BOND (SECURITY DEPOSIT)

- A. Bids shall be accompanied by security deposit as follows:
 - 1. Bid Bond of a sum no less than 5.0 percent of the Bid Sum on a standard surety company form.
- B. Endorse Bid Bond in name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Security deposit of accepted Bidder will be returned after delivery to the Owner of the required Performance and Payment Bonds by the accepted Bidder.
- D. Additionally submit completed Bid Bond RD Instruction 1942, Guide 19, Attachment 4 (two pages) with the Bid Form.

1.14 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00811 Supplementary Conditions AIA.
- B. Include the cost of performance assurance bonds in the Bid Sum and identify the cost when requested by the Owner.

- C. Submit completed Performance Bond USDA RD Instruction 1942, Guide 19, Attachment 5 (three pages), attached following, upon execution of the contract for construction.
- D. Additionally submit completed Payment Bond USDA RD Instruction 1942, Guide 19, Attachment 6 (three pages), attached following, upon execution of the contract for construction.

1.15 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

1.16 ADDITIONAL BID INFORMATION

- A. Complete and submit the following Bid Form Appendices with Bid.
 - 1. Appendix A List of Subcontractors: Include names of all major Subcontractors and portions of the Work each Subcontractor will perform.
 - 2. Appendix B List of Alternates if applicable: Include cost variation to Bid Sum if applicable.
 - 3. Appendix C List of Unit Prices if applicable.
 - 4. USDA, Guide 19 Attachment 4 Bid Bond supplement.

1.17 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Sum for alternates listed in Document 00410 Bid Form Appendix B if applicable. This form requests a "difference" in Bid Sum by adding to or deducting from base Bid Sum.
- B. Bids will be evaluated on total of base Bid Sum with full consideration of alternates.

1.18 BID OPENING

A. Bids will be opened immediately after time for receipt of Bids. Bidders may be present.

1.19 DURATION OF OFFER

A. Bids shall remain open to acceptance for a period of 60 days after bid closing date.

1.20 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. The Owner will consider the three lowest bidders. Bidders will be evaluated based on qualifications along with Bid Sum and alternates.

1.21 WAGE DETERMINATION

A. Wage rates DO apply and the wage determination scale for White County Arkansas is attached (six (6) pages) following.

1.22 USDA INSTRUCTIONS TO BIDDERS

- A. USDA RD Instruction 1942 A, Guide 19, Attachment 5, (3 pages) contains Performance Bond requirements for bidders and is attached following and is to be considered a continuation of the articles of this section.
- B. USDA RD Instruction 1942 A, Guide 19, Attachment 6, (3 pages) contains Payment Bond requirements for bidders and is attached following and is to be considered a continuation of the articles of this section.
- C. USDA RD Instruction 1942 A, Guide 27, Attachment 2, (3 pages) contains additional instructions to bidders and is attached following and is to be considered a continuation of the articles of this section.

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General Decision Number: AR160110 10/28/2016 AR110

Superseded General Decision Number: AR20150110

itate: Arkansas

Construction Type: Building

Building Construction

County: White County in Arkansas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modif	ication	Number	Publication	Date
	0		01/08/2016	
	1		02/26/2016	
	2		04/01/2016	
	3		08/05/2016	
	4		10/07/2016	
	5		10/28/2016	

BOIL0069-001 01/01/2014

	Rates	Fringes
BOILERMAKER	.\$ 25.37	20.58
ELEC0295-003 09/01/2016		
	Rates	Fringes
ELECTRICIAN Flectrical contracts over		
\$1,500,000	.\$ 29.38	12.12
\$1,500,000	.\$ 24.69	11.88
IRON0321-008 08/01/2013		
	Rates	Fringes
IRONWORKER, STRUCTURAL	.\$ 18.50	15.50
* PLUM0155-008 08/01/2016		
	Rates	Fringes

Note: If a classification has an hourly rate for fringe benefits listed, this rate must be added to the regular hourly rate if the hourly rate of fringe is not covered by fringe benefits paid by the employer. Fringe benfits cover such things as medical, vacation, pension but not uniforms or per diem. Questions should be addressed to Mitzi Hargan or Carrie McIntosh at 870-793-5233.

ROOF0020-018 03/01/2015

	Rates	Fringes	
ROOFER		5.86	
SFAR0669-001 04/01/2016			
	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers)		17.22	
	Rates	Fringes	
BRICKLAYER	\$ 16.00	0.74	
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work	\$ 14.67	0.00	
CEMENT MASON/CONCRETE FINISHER	\$ 13.47	2.53	
IRONWORKER, REINFORCING	\$ 20.46	4.53	
LABORER: Common or General	\$ 9.37 10.15	0.29	
LABORER: Mason Tender - Brick	\$ 9-25 10.15	0.00	
PERATOR: Backhoe/Excavator	\$ 12.50	1.97	
OPERATOR: Bulldozer	\$ 11.08	0.00	
OPERATOR: Crane	\$ 15.00	0.00	
PAINTER: Brush, Roller and Spray	\$ 12.43	0.00	
PLUMBER	\$ 16.14	0.00	
TRUCK DRIVER, Includes Dump Truck	\$ 11.00	0.00	
TRUCK DRIVER: Flatbed Truck	\$ 12.00	0.00	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.			
Unlisted classifications needed f the scope of the classifications award only as provided in the lab (29CFR 5.5 (a) (1) (ii)).	listed may be a	dded after	

Additional Rates:

HVAC Technician:

Basic Hourly Rate: \$13.47 Fringe Benefits: \$2.53

Metal Building Erector:

Must use Ironworker, Structura (see attached letter from the Department of labor).

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), 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 he published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010-08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

U.S. Department of Labor

Wage and Hour Division Washington, D.C. 20210

JUN 1 5 2016

Ms. Mitzi Hargan, Grants Manager White River Planning & Development District P. O. Box 2396 Batesville, AR 72503 mitzi@wrpdd.org

Fax: 870-793-4035

RE: Project No.: AEDC #790-08819-13

Wage Decision No.: AR160110 MOD 2

Location: White County, Arkansas

WHD Number: 4426

Kensett

Dear Ms. Hargan:

This is in response to your request proposing the addition of classifications and wage rates to the above wage decision in accordance with 29 CFR 5.5(a)(1)(ii).

The proposed additional classifications and wage rates are:

CLASSIFICATIONS	BASIC HOURLY RATES	FRINGE BENEFITS
HVAC Technician	\$15.55	\$0.00
Metal Building Erector	\$14.00	\$0.00

The request for HVAC Technician is not approved because the proposed wage rate, including fringe benefits, does not bear a reasonable relationship to wage rates contained in the wage decision [see Section 5.5(a)(1)(ii)(A)(3)]. The conformed rate is \$13.47per hour plus \$2.53in fringe benefits. This is the minimum wage for all workers performing in this classification under this contract. This conformed wage and fringe benefit rate must be paid, retroactively, to the first day work is performed.

The request for Metal Building Erector is not approved because the work to be performed by this classification may be performed by a classification already included in the wage decision [see 29 C.F.R, section 5.5(a)(1)(ii)(A)(1)]. The appropriate classification is Ironworker, Structural at a rate of \$18.50 per hour plus \$15.50 in fringe benefits and shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed.

Your request has been conformed consistent with All Agency Memorandum 213 (http://www.wdol.gov/aam/aam213.pdf) which describes the conformance process in detail and the basis on which your proposed rate was denied. Any requests for appeal of the conformance decision must be made within thirty (30) days from the date of this letter. If you have any questions or concerns regarding this conformance request, please contact Ms. Towanda Rhames at 202.693.0297 or email at Rhames.towanda@dol.gov.

Sincerel

Thomas Peat | Branch Chief

Branch of Construction Wage Determinations

202.693.1010

Peat.Thomas@dol.gov

PERFORMANCE BOND

	(Name of Contractor)
	(Name of Contractor)
	(Address of Contractor)
	(Made of other actual)
a	, hereinafter called Principal
and (Corporation, Partnership,	or Individual)
	(Name of Surety)
	(Address of Surety)
hereinafter called Surety,	are held and firmly bound unto
Ci	ty of Kensett, Arkansas
	(Name of Owner)
Р.	O. Box 305, Kensett AR 72082
	(Address of Owner)
hereinafter called OWNER, a Rural Development hereinaft aggregate penal sum of	and the United States of America acting through ter referred to as the Government in the total
	Dollars (\$)
truly to be made, we bind of	ted States, for the payment of which sum well and burselves, our heirs, executors, administrators, pointly and severally, firmly by these presents.
into a certain contract wit	GATION is such that whereas, the Principal entered th the OWNER, dated the day of hereto attached and made a part hereof for the
17.0	nsett Fire Station
ke	

RD Instruction 1942-A (Guide 19 - Attachment 5) (Page 2)

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

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

(Guide 19 Attachment 5) (Page 3)

IN WITNESS WHEREOF, this instrument is	exe	ecuted in		counterpar	ts, each
one of which shall be deemed an origin	al,	this the			
ATTEST:					
			Pr	incipal	***************************************
(Principal) Secretary					
(SEAL)					
	Ву				_(s)
	Manadagaanian	negana delina servenasa elecula listina eleculativa escribirativa escribirati escribirativa escribirativa escribirativa escribirativa escribir	aryan andar anya damana da maraka biryanca - a a a a		
(Witness as to Principal)			(Address)		-
(Address)					
	Surphishioner		Surety		
ATTEST:					
	BY				
Witness to Surety		A	ttorney-i	n-Fact	
(Address)			(Addres	s)	_
	-				

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

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KNOW ALL PERSONS BY THESE PRESENTS: that

PAYMENT BOND

(Name of Contractor)
(Address of Contractor)
a hereinafter called PRINCIPAL and (Corporation, Partnership or Individual)
(Name of Surety)
hereinafter called SURETY, are held and firmly bound unto
City of Kensett, Arkansas
(Name of Owner) P.OO Box 305, Kensett AR 72082
(Address of Owner)
hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the day of, a copy of which is hereto attached and made a part hereof for the construction of:
Kensett Fire Station

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

RD Instruction 1942-A (Guide 19 - Attachment 6) (Page 2)

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT Is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Guide 19 - Attachment 6) (Page 3)			
WITNESS WHEREOF, this instrument is ex			n of
which shall be deemed an original, th	Numb is the da		•
ATTEST:			
	,	Principal	
(Principal) Secretary			
(SEAL)	By		(s)
	<i>Dy</i>		(0)
	Approximate and the second and the s	(Address)	nonder transmisser
Witness as to Principal	production and appeared an experience of the production of the pro		
(Address)			
ATTEST:		Surety	
111101.	Ву		
Witness as to Surety	- 1	Attorney-in-Fact	de la constitución de la constit
(Address)		(Address	un existin executive complication and

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR Is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury

Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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ATTACHMENT TO AIA DOCUMENT A701-1997, Instructions to Bidders

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Instructions to Bidders," AIA Document A701-1997 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

- 2.1 Add the following subparagraph to paragraph 2.1:
 - 2.1.5 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

4.1.1 Add the following sentence to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

- 4.2.1 Delete subparagraph 4.2.1 and substitute the following:
 - 4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.
- 4.2.2 Delete Subparagraph 4.2.2 and substitute the following:
 - 4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current copy of the power of attorney.
- 4.2.3 Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned.

RD Instruction 1942-A Guide 27 Attachment 2 Page 2

- 4.2 Add the following subparagraph to paragraph 4.2:
 - 4.2.4 If a Bidder refuses to execute the Agreement or obtain the Performance and Payment Bonds within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.
- 4.3 Add the following subparagraphs to paragraph 4.3:
 - 4.3.5 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout.
 - 4.3.6 The Bidder agrees to abide by the requirements of Executive Order 11246, specifically including the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Construction Contract Specifications set forth in the Supplementary Conditions.
 - 4.3.7 The Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.
 - 4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certification form identical to that included in the Bidding Documents.
- 4.4.1 Delete subparagraph 4.4.1 and substitute the following:
 - 4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.
- 4.4.4 Delete the words ", if required," from Subparagraph 4.4.4.

ARTICLE 5, CONSIDERATION OF BIDS

- 5.3.2 Delete subparagraph 5.3.2 and substitute the following:
 - 5.3.2 The Owner shall have the right to accept Alternates in the sequence or combinations listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

- 7.1.1 Delete subparagraph 7.1.1 and substitute the following:
 - 7.1.1 Prior to execution of the Contract, the Bidder shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Both Bonds shall be separately written, each in the amount of the Contract Sum. The cost shall be included in the Bid.
- 7.1.2 Delete subparagraph 7.1.2 and substitute the following:
 - 7.1.2 Surety companies executing Bonds must hold a certificate of authority as a acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.
- 7.1.3 Delete subparagraph 7.1.3.
- 7.2.1 Delete subparagraph 7.2.1 and substitute the following:
 - 7.2.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Performance and Payment Bonds within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.
- 7.2.2 Delete subparagraph 7.2.2 and substitute the following:
 - 7.2.2 The Bonds shall be written on forms identical to those included in the Bidding Documents.

(Note: Any additional provisions that are necessary to remain effective after execution of the Contract for Construction will be inserted here and continue in the same format.)

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DOCUMENT 00410

BID FORM

To:		City of Kensett Arkansas ATTN: Mayor McDonald			
Project:		Kensett Fire Station Kensett, Arkansas			
Date:					
Submitt (full na					
(full add	dress)				
1.1	OFFER				
	Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Hoffmann Architectural Inc., Architect for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:				
	\$	dollars, in lawful money of the United States of America.			
	We hav	ve included, the required security Bid Bond as required by the Instructions to Bidders.			
	All app	licable taxes are included in the Bid Sum.			
1.2	ACCEPTANCE				
	This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.				
	If this l	oid is accepted by the Owner within the time period stated above, we will:			
	-	Execute the Agreement within 7 days of receipt of acceptance of this bid.			
	-	Furnish the required bonds within seven days of receipt of acceptance of this bid.			
	-	Commence work within 14 days after written acceptance of this bid upon receipt of the Notice to Proceed.			

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.3 CONTRACT TIME

If this bid is accepted, we will:

Complete the Work within 180 calendar days.

Pay liquidated damages in the amount of \$200.00 for each calendar day beyond the contract period we have not achieved substantial completion.

1.4 ADDENDA

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

NOTE: All addenda must be listed or bid will be rejected.

Addendum #	Dated
Addendum #	Dated
Addendum #	Dated

- 1.5 USDA, RD Instructions 1942 A
 - A. Guide 19 Attachment 4 Bid Bond supplement is to be completed and submitted.
- 1.6 APPENDICES
 - A. A List of Subcontractors is appended hereto and identified as Appendix A.
 - B. A Certification of Bidder Regarding Equal Employment Opportunity is appended hereto and identified as Appendix B.
 - C. A Contractor Section 3 Certification is appended hereto and identified as Appendix C.
 - D. A Section 3 Business Status Certification is appended hereto and identified as Appendix D.
 - E. An **Estimated Project Workforce Breakdown** is appended hereto and identified as **Appendix E**.
 - F. A Disclosure for Executive Order 98-04 is appended hereto and identified as Appendix F.
 - G. A List of Alternates is appended hereto and identified as Appendix G.

BID FORM SIGNATURES
The Corporate Seal of
(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:
(Authorized signing officer Title)
(Seal)
(Authorized signing officer Title (Seal)

1.7

APPENDIX A

LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form's	submitted by:		
(Bidder)			
(Owner) City of Kensett			
Dated and which is an integral part of the Bid Form.			
The following work will be performed (or provided) by Subcontractors and coordinated by us			
WORK SUBJECT	NAME		
Plumbing			
Flumonig			
Electrical			
LITOURIUM			
Metal Building Supplier			
C 11			

APPENDIX B

Certification of Bidder Regarding Equal Employment Opportunity

This certification is required pursuant to Executive Order 11246 (30 FR 12319-25) which provides that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification by Bidder Name and Address of Bidder (Including Zip Code)		
	Name and Title of Bidder's Agent	
1.	Has the bidder participated in a previous Opportunity Clause? Yes No	contract or subcontract subject to the Equal
2.	Were compliance reports required to be subcontract? Yes No	filed in connection with such contract or
3.	Has the bidder filed all compliance reports de Yes No N/A	ue under applicable instructions?
4.	Has the bidder ever been or is being conside Order 11246, as amended? Yes No	red for sanction due to violation of Executive
	Signature and Title of Bidder's Agent	Date
		A STATE OF THE STA

APPENDIX C

Contractor Section 3 Certification

-		<i>lame of contractor)</i> agrees to implement the	
		at increasing the utilization of lower income	
resid	lents and businesses within the City or C	ounty of	
Α.	To implement Section 3 requirements by see boundaries of the applicable project area	king the assistance of local officials in determining the exact	
В.		ounty the necessary number of lower income residents through: roposed site for the project, and community organizations and or serving the project area	
C.	To maintain a list of all lower income resider any source, and to employ such persons, if of	nts who have applied either on their own or on referral from therwise 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 (when contracts exceed \$10,000) 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 project		
F.	To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities		
G.	To maintain records, including copies of corrabove affirmative action steps have been take	respondence, memoranda, etc., which document that all of the	
Н.	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		
Ι.	To list on the Estimated Project Workforce Breakdown form, all projected workforce needs for this project by job classification		
As o	fficers and representatives of		
1 20 0		a of a automatan)	
We		e of contractor) ee to the above and become a party to the full	
	ementation of this program.	se to the above and become a party to the full	
mpn	ementation of this program.		
	Title	Date	
	Signature		

APPENDIX D (1 OF 2)

Section 3 Business Status Certification

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. The Arkansas Economic Development Commission (AEDC) considers this form adequate documentation of Section 3 status.

Recipients funded with ACEDP CDBG funding, and any contractors or subcontractors with which they contract for <u>more than \$100,000</u>, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

Documentation of the status of Section 3 Businesses should be retained in the project files and attached to all contracts over \$100,000.

Business being certified

Company:	
Address:	
Project information	
Project Name:	
Project Address:	
Section 3 Determination	
• Is your business owned (51% or more) by individuals whose household incomes are NO THAN 80% of Area Median Income (AMI)? Use the "low" income listed on the following http://www.huduser.org/portal/datasets/il/il13/IncomeLimits_Section8.pdf () Yes () No	GREATER g chart
 Do 30% (or more) of your full time, permanent employees have household incomes that GREATER THAN 80% of Area Median Income (AMI), or within three years of the date of employment with the business concern were Section 3 residents? Use the "low" income list following chart http://www.huduser.org/portal/datasets/il/il13/IncomeLimits_Section8.pdf 	of first sted on the
 Will you subcontract more than 25% of this contract with a qualified business that is eith by Section 3 residents or 30% or more of its employees are Section 3 residents? () Yes () No 	er 51% owned
The information below is optional for bidders. It will be required from the successful contractor and	d subcontractors.
Racial/Ethnic Code of Owner:Caucasian African American Native American Hispanic Asian/Pacific Ha Woman Owned Business? Yes No	asidic Jew

APPENDIX D (2 OF 2)

Section 1001. Title 18 of the US Code of Federal Regulations makes it a crime to make willful false statements or misrepresentations to any department or agency of the United States on any matter within its jurisdiction.

	yes", the business qualifies as a Section 3 business. complete, and correct to the best of my knowledge and belief.
Signature:	
Print Name:	Date:

APPENDIX E

Estimated Project Workforce Breakdown

Job Category	Total Estimated Positions	No. of Positions Currently Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be Filled With LIPAR (Note 1)*
Officers/Supervisors				
Professionals				
Technicians				
Office				
Clerical				
Trade				
Journeymen				
Apprentices				
Trainees				
Others				
Total				

* Note	1: Lower	Income Project	Area Residents.	Individuals residing	within the City/Cour	nty of
		_ whose family	income does not	exceed 80 percent of	the median income	in the
area.						
		Company				

APPENDIX F (1 OF 2)

DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04

Contracts and Grants

Any contract or amendment to a contract or any grant executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto.

Any individual contracting with the State of Arkansas shall disclose if he or she is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family of any of the persons as described herein.

Any entity contracting with the State of Arkansas shall disclose

- (a) any position of control, or
- (b) any ownership interest of 10% or greater

that is held by a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family of any of the persons as described herein.

Disclosure by Sub-contractor or Assignee

Any sub-contractor or assignee (hereinafter "Third Party") shall disclose whether such Third Party is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons as described herein, or if any of the persons here described in this sentence hold any position of control or ownership interest of 10% or greater in the Third Party. This disclosure requirement shall apply during the entire term of the contract or grant, without regard to whether the subcontract or assignment is entered into prior or subsequent to the date of contract or grant.

Failure to Disclose and Violations

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the state agency under the provision of existing law.

Please	check all that apply if you are a current or former:
	Member of the General Assembly of the State of Arkansas
	Constitutional Officer of the State of Arkansas
	Member of a Board or Commission of the State of Arkansas

APPENDIX F (2 OF 2)

State Employee Spouse of a current or former member of the general assembly, constitutional officer, board or commission member, or state employee.
I am a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate member of these persons as described, and I hold a position of control in the contracting entity or grantee of this application.
I am a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or spouse or immediate member of these persons as described, and I hold a 10% or higher interest in the contracting entity or grantee of this application.
I hereby acknowledge that failure to disclose the information as required by Executive Order 98-04 shall constitute a material breach of any future agreement, resulting from this application, with the State of Arkansas or any state agency acting on its behalf.
I also acknowledge that any individual drawing a salary or performing personal services for an agency must disclose any direct or indirect benefit he or she may receive as a result of any State contract with an entity in which he or she has a financial interest. I understand that failure to report this information may subject me to criminal sanctions, as provided in Ark. Code Ann. §19-11-702.
Name
Date

APPENDIX G - LIST OF ALTERNATES

The following i	is the list of Alternates referenced in the Bid Form submitt	ed by:
(Bidder)		
(Owner)	City of Kensett	
Dated	and which is an integral part of the Bid Form.	
_	amounts shall be added to or deducted from the Guarantee - Basic Requirements.	d Maximum Price. Refer to
Alternate # 1 –	Eliminate the simple saver insulation system.	(Deduct) \$

BID BOND

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

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

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

				(L.S.
	Princ:	ipal		
	Sı	urety		
R17.				

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

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RD Instruction 1942-A (Guide 19 - Attachment 7)

NOTICE OF AWARD

TO:				
PROJECT Description: Kensett Fire Station				
The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated, 19, and Information for Bidders.				
You are hereby notified that your BID has been accepted for items in the amount of $\$$				
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.				
If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.				
You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.				
Dated this day of,				
City of Kensett Owner				
Ву				
Title				
ACCEPTANCE OF NOTICE				
Receipt of the above NOTICE OF AWARD is hereby acknowledged				
by this the day of, 19				
ByTitle				

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DOCUMENT 00501

AGREEMENT AND GENERAL CONDITIONS - AIA

1.1 AGREEMENT

- A. AIA Document A101-latest version, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum (along with supplementation listed below), forms the basis of Agreement between the Owner and Contractor. The document is to be provided and compiled by the General Contractor, reviewed by the Architect, signed by the Contractor and subsequently forwarded to the Owner for final execution.
- B. A full, blank version of AIA Document A101 is available for viewing and review in the office of the Architect.
- C. USDA RD Instruction 1942 A, Guide 27 Attachment 3 (4 pages) is attached following this section and is to be executed and supplemented along with the standard form A101 listed above.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-latest version, General Conditions of the Contract for Construction, is the General Conditions of the Contract.
- B. A full, blank version of AIA Document A201 is available for viewing and review in the office of the Architect.
- C. USDA RD Instruction 1942 A, Guide 27 Attachment 4 (12 pages) is attached following this section and is to be executed and supplemented along with the standard form A201 listed above.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00811 for modifications to General Conditions.
- B. USDA RD Instruction 1942 A, Guide 27 Attachment 3 and Attachment 4 additionally form supplementary conditions and are to be a part of the contract for construction.

END OF DOCUMENT

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ATTACHMENT TO AIA DOCUMENT A101-2007, Standard Form of Agreement Between Owner and Contractor

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Add the following to paragraph 3.3:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of $\frac{200.00}{}$ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in clauses 5.1.6.1 and subparagraph 5.1.6.2.

Delete the last sentence of clause 5.1.6.1.

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

RD Instruction 1942-A Guide 27 Attachment 3 Page 2

Insert the following sentences in subparagraph 5.1.8:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.6:

8.6.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidences by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the Standard Form of Agreement Between Owner and Contractor (this Attachment)

General Conditions of the Contract for Construction, AIA A201-2007

Attachment to the General Conditions of the Contract for Construction (RD Instruction 1942-A, Guide 27, Attachment 4)

Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)

Instructions to Bidders, AIA A701-1997

Attachment to the Instructions to Bidders (RD Instruction 1924-A, Guide 27, Attachment 2)

Bid Form

Bid Bond

Compliance Statement (Form RD 400-6)

Payment Bond

Performance Bond

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion - Lower Tier

Covered Transactions (Form AD 1048)

Disclosure of Lobbying Activities (SF-LLL)

Certification for Contracts, Grants and Loans (RD

Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute the block on the following page:

RD Instruction 1942-A Guide 27 Attachment 3 Page 4

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

.....

	OWNER:
ATTEST:	Ву
Type Name	Type Name
Title	Title
Date	Date
	CONTRACTOR:
ATTEST:	Ву
Type Name	Type Name
Title	Title
Date	Date
AGENCY CONCURRENCE:	
Ву	
Type Name	
Title	_
Date	

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ATTACHMENT TO AIA DOCUMENT A201-2007, General Conditions of the Contract for Construction

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "General Conditions of the Contract for Construction," AIA Document A201-2007 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective.

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished, free of charge, 10 copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Architect or Engineer.

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ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects

or to whom the Owner or the Architect has made reasonable and timely objection.

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

- 7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:
- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.

.2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Add the following sentence to paragraph 7.3: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

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Add the following subparagraph:

9.6.8 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, third line of subparagraph 9.7.

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

- 9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:
- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.
- 9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.5" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

.1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate

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for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or

.2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Modify the first sentence of subparagraph 11.3.1 as follows:

11.3.1 Delete "Unless otherwise provided, the Owner" and substitute "The Contractor".

Add the following sentences to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of subparagraph 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 LANDS AND RIGHTS-OF WAY

13.8.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

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13.9 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

- 13.9.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.
- 13.9.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.
- 13.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is

a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or nonfederal. A notice advises bidders of the applicable goals for the area where the project is to be located.

- 13.9.4 <u>Application</u>. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.
- 13.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.
- 13.9.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.
- 13.9.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.
- 13.9.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.10 STATUTES

- 13.10.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):
- 13.10.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

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13.10.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.10.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 CFR part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.11 RECORDS

13.11.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.12 ENVIRONMENTAL REQUIREMENTS

- 13.12.1 Mitigation Measures The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.
- 13.12.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:
- 13.12.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:
 - .1 Temporarily stop work;
 - .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
 - .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
 - $.4\,$ Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
 - .5 Resume work only upon notice from the Architect and the Agency. $\,$
- 13.12.3 Lead-Based Paint The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

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13.13 DEBARMENT AND SUSPENSION

13.13.1 The Contractor shall comply with the requirements of 7 CFR part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

DOCUMENT 00811

SUPPLEMENTARY CONDITIONS - AIA

1.1 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction, AIA Document A201-latest version, have the meanings assigned to them in the General Conditions.

ARTICLE 1.1 - BASIC DEFINITIONS

Add the following subparagraphs:

- 1.1.8 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- 1.1.9 Furnish: To supply and deliver, unload, inspect for and report damage.
- 1.1.10 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- 1.1.11 Provide: To furnish and install.

ARTICLE 11 - INSURANCE AND BONDS

Add the following subparagraphs:

11.1.1.1 The amount of such insurance shall be not less than the following or any limits required by law.

11.1.2.2 Worker's Compensation:

a. State:

Statutory

b. Applicable Federal:

Statutory

c. Employer's Liability:

\$100,000.00 per accident

\$500,000.00 Disease, Policy Limit \$100,000.00 Disease, Each Employee

11.1.3.2 Comprehensive General Liability

a. General Aggregate:

\$1,000,000.00

b. Completed Operations:

\$1,000,000.00 Aggregate

To be maintained for one year after substantial completion.

c. Personal Injury:

\$1,000,000.00 Each Occurrence

d. Each Occurrence Limit:

\$1,000,000.00 Each Occurrence

e. Automobile Liability:

\$1,000,000.00 Combined Single Limit

To include; owned, non-owned, & hired vehicles.

f. Umbrella Excess Liability

\$1,000,000.00

- 11.1.4.1 Owner's and Contractor's Protection Liability \$1,000,000.00 Combined Single Limit
- 11.4.3 The successful bidder upon the Notice of Award shall within the designated time provide performance and payment bonds in the amount of 100 percent of the established contract sum. The bonds shall be in the form of firm commitment supported by corporate sureties whose names appear on the list contained in the United States Treasury Department Circular 570.

END OF DOCUMENT

NOTICE TO PROCEED

TO:	DATE:
	Project: Kensett Fire Station
You are hereby notified to comme dated, 19, on or before complete the WORK within	ence WORK in accordance with the Agreement re, 19, and you are to
	City of Kensett Owner
	Ву
ACCEPTANCE OF NOTICE Receipt of the above NOTICE TO PROCE	
this the, 19	
P	_
Ву	_
Title	_
Employer Identification Number	_

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14. Certificate of Owner's Actorney.
I, the undersigned,, the duly authorized and acting legal representative of, do hereby certify as follows
I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.
Date:

NOTE: Delete phrase "performance and payment bonds" when not applicable.

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15. Rural Development Concurrence.

As lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, Rural Development (Rural Development) hereby concurs in the award of this CONTRACT to

U.S. Department of Agriculture Rural Development

Ву	Title	

This CONTRACT shall not be effective unless and until concurred in by the State Director of Rural Development, U.S. Department of Agriculture or a delegated representative.

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SECTION 01001

BASIC REQUIREMENTS

PART 1 GENERAL

1.1 CONTRACT DESCRIPTION

- A. Work of the Project includes construction the project as described in the architectural drawings.
- B. Perform Work of Contract under a stipulated sum contract with the Owner in accordance with Conditions of Contract.

1.2 WORK BY OWNER

- A. Owner will award contracts for supply and installation of various equipment potentially including but not limited to computer, communications, specialty, etc....
- B. Items noted as NIC (Not in Contract), i.e. movable cabinets, furnishings, and minor equipment, will be furnished and installed by Owner

1.3 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises to allow:
 - 1. Work by others and work by Owner.

1.4 SPECIFICATION CONVENTIONS

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

1.5 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement bearing the written approval of the surety company.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 and G703.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.

1.7 CHANGE PROCEDURES

- A. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's maximum price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- B. Change Order Forms: AIA G701- latest version.

1.8 FIELD ENGINEERING

- A. Employ experienced instrument technician to locate reference datum and protect survey control and reference points.
- B. Establish elevations, lines, and levels and certify elevations and locations of the Work conform with Contract Documents.
- C. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.

1.9 PRECONSTRUCTION MEETINGS

- A. Architect/Engineer will schedule preconstruction meeting after Notice of Award for affected parties.
- B. When required in individual specification section, convene preinstallation meeting at Project site prior to commencing work of section.

1.10 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bimonthly intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.11 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- C. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.
- D. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- E. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Refinish surfaces to match adjacent finishes.

1.12 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- D. Revise and resubmit submittals as required; identify changes made since previous submittal.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 15 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. Submit horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

1.14 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.15 PRODUCT DATA

A. Product Data:

- Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. Submit number of copies which Contractor requires, plus two copies which will be retained by Architect/Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.16 SHOP DRAWINGS

A. Shop Drawings:

- 1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. Submit number of opaque reproductions Contractor requires, plus two copies which will be retained by Architect/Engineer.

1.17 SAMPLES

A. Samples for Review:

- 1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.

B. Samples For Selection:

- 1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
- 2. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns for Architect/Engineer selection.

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- 3. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- C. Submit samples to illustrate functional and aesthetic characteristics of Product.
- D. Submit samples of finishes from full range of manufacturer's standard colors, textures, and patterns for Architect/Engineer's selection.

1.18 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.19 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit certifications by manufacturer to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.20 OUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.21 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturer's tolerances.

1.22 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. When specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.23 TESTING AND INSPECTION LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for specified services of independent firm to perform testing and inspection at the owner's discretion.
- B. Independent firm will perform tests, inspections, and other services as required.
- C. Cooperate with independent firm; furnish samples as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

1.24 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary.
- B. Report to architect/engineer observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.25 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify utility services are available, of correct characteristics, and in correct location.

1.26 PREPARATION

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

1.27 TEMPORARY ELECTRICITY

- A. Provide separate metering and pay cost of electricity used.
- B. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required.

1.28 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Permanent building lighting may be utilized during construction. Repair, clean, and replace lamps at end of construction.

1.29 TEMPORARY HEATING AND COOLING

- A. Provide heating and cooling devices and heat and cool as needed to maintain specified conditions for construction operations.
- B. Provide separate metering and pay cost of energy used.
- C. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- D. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.30 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.31 TELEPHONE AND FACSIMILE SERVICE

A. Provide, maintain and pay for telephone and telephone facsimile service to field office at time of project mobilization. Allow Architect/Engineer incidental use.

1.32 TEMPORARY WATER SERVICE

A. Provide, maintain and pay for suitable quality water service required for construction operations.

1.33 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. New facilities may not be used.
- B. Maintain in clean and sanitary condition.

1.34 FIELD OFFICES AND SHEDS

- A. Office: Weather tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.35 ACCESS ROADS

A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.

1.36 PARKING

A. Provide temporary parking areas to accommodate construction personnel.

1.37 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.38 ENCLOSURES

A. Provide temporary weather tight closures to exterior openings to permit acceptable working conditions and protection of the Work.

1.39 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Prohibit traffic or storage upon waterproofed or roofed surfaces.

1.40 SECURITY

A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

1.41 WATER CONTROL

- A. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Provide erosion control.

1.42 POLLUTION AND ENVIRONMENTAL CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Provide dust control, erosion and sediment control, noise control, pest control and rodent control to allow for proper execution of the Work.
- C. Comply with pollution and environmental control requirements of State of Arkansas.
- D. Provide water run-off control in the form of silt fencing and anchored hay bales as required. Provide drawings as may be required by municipality showing location of erosion control.

1.43 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion review.
- B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.44 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacture for components being replaced.

1.45 DELIVERY, HANDLING, STORAGE, AND PROTECTION

A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

1.46 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for manufacturers not named.

1.47 SUBSTITUTIONS

- A. Instructions to Bidders specify time for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Substitutions will only be considered when Product becomes unavailable through no fault of Contractor.

- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

1.48 CLOSEOUT PROCEDURES

- A. Submit written certification Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.49 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
- C. Wax and seal all Vinyl Composition Tile floors as well as other floor per manufacturers recommendations.
- D. Clean debris from site, roofs, gutters, downspouts, and drainage systems.
- E. Replace filters of operating equipment.
- F. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.50 STARTING OF SYSTEMS

- A. Provide seven days notification prior to start-up of each item.
- B. Ensure each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.
- D. Submit written report stating equipment or system has been properly installed and is functioning correctly.

1.51 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.

1.52 TESTING, ADJUSTING, AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing. This testing will be in addition to testing required by other sections of this specification.
- C. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with requirements of Contract Documents.
- D. Cooperate with independent firm; furnish assistance as requested.
- E. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

1.53 PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

1.54 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.55 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system.
 - 3. Part 3: Project documents and certificates.

1.56 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.57 ALTERNATES

- A. Alternates quoted on Bid Form will be reviewed and accepted or rejected at Owner's option.
- B. Coordinate related Work and modify surrounding Work as required to accommodate alternates.
- C. Schedule of Alternates:

Alternate No. 1: Eliminate the "Simple Saver" or equal insulation system. Use only the standard metal build vinyl backed insulation system draped over the purlins and girts.

1.58 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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SECTION 01002

ACEDP & USDA REGULATORY REQUIREMENTS, CERTIFICATIONS, AND STATEMENTS

Arkansas Community and Economic Development Program (ACEDP) and the United States Department of Agriculture (USDA) regulatory requirements, certification requirements, and compliance statements are enumerated in the following thirty-two (32) written pages and are to be considered a part of the contract documents. Contractors compliance with these regulations and submission of the certifications and statements is a requirement of this contract.

Regulatory Requirements

1.1 Interest of Member or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be a party to or benefit from this contract, except that provisions of this clause shall not extend to situations where the contract accrues to a corporation for its general benefit.

1.2 Equal Employment Opportunity

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

The contractor will not discriminate against any employee or applicant for employment because of age, race, religion, sex, color, handicap, veteran status or national origin. The contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, sex, color, handicap, veteran status 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 or compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 1.2.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, religion, sex, color, handicap, veteran status or national origin.
- 1.2.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.2.4 The contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.2.5 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 canceled, terminated, or suspended in whole or in part

- and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts.
- 1.2.6 The contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, 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 Economic Development Commission and HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect its interests.

1.3 Employment Practices

The contractor shall:

- 1.3.1 To the greatest extent practicable, follow hiring and employment practices for work on the project, which will provide new job opportunities for the unemployed and underemployed (Section 3 requirements).
- 1.3.2 Insert or cause to be inserted the same provisions in each construction subcontract.

2.1 Special Equal Opportunity Provisions

- 2.1.1 Activities and Contracts Not Subject to EO 11246, as Amended (Applicable to Federally assisted construction contracts and related subcontracts under \$10,000). During the performance of this contract, the contractor agrees to incorporate the following requirements into all subcontracts:
 - 2.1.1.1 The contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, sex, color, handicap, veteran status or national origin. The contractor shall take affirmative steps to ensure that applicants for employment are employed, and that employees are treated during employment, with regard to their age, race, religion, sex, color, handicap, veteran status or national origin. Such action shall include, but not be limited to, 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.

- 2.1.1.2 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provision of this nondiscrimination clause. The notice shall state that all qualified applicants will receive consideration for employment without regard to age, race, religion, sex. color, handicap, veteran status or national origin.
- 2.2.1 Contracts Subject to EO 11246, as Amended (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10.000). During the performance of this contract, the contractor agrees as follows:
 - The contractor will not discriminate against any employee or applicant for employment because of age. race. religion, sex. color, handicap, veteran status or national origin. The contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment. without regard to their age, race, religion, sex, color, handicap, veteran status 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. 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.
 - 2.2.1.2 The contractor will in all solicitations or advertisements for employees placed by or on his behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, religion, sex, color, handicap, veteran status or national origin.
 - 2.2.1.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 2.2.1.4 The contractor will comply with all provisions of EO 11246, and of the rules, regulations and relevant orders of the Secretary of Labor.

- 2.2.1.5 The contractor will furnish all information and reports required by EO 11246, 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 Arkansas Economic Development Commission, HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.2.1.6 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 canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts.
- 2.2.1.7 The contractor will include all provisions of the seven paragraphs immediately above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, 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 Division may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Division, the contractor may request the United States to enter into such litigation to protect its interests.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- 3.1.1 During the performance of this contract, the contractor agrees as follows:
 - 3.1.1.1 The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 USC 170 (u), as amended, the HUD regulations issued pursuant thereto at 24 CFR 135, and any applicable rules and orders of HUD issued thereunder.
 - 3.1.1.2 The "Section 3 clause" set forth in 24 CFR 135.20 (b) shall form part of this contract, as set forth in the General Conditions.
 - 3.1.1.3 Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

Section 3 Clause as Set Forth in 24 CFR 135.20(b)

The work to be performed under this contract is on a project funded with Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to lower income residents of the project area and, contracts for work in connection with the project be awarded to business concerns which are located in or substantially owned by persons residing in the project area.

The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Division issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

The contractor will send to each labor organization or workers' representative with which he has a collective bargaining agreement or other contract or understanding, a notice advising them of his commitments under Section 3 and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with Section 3 provisions, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Division issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

4.1 Access to Records/Maintenance of Records

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to

the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative, and will be retained for three years after contract completion. Moreover, the locality. State, or any authorized representative 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.

5.1 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.

6.1 Section 503 of the Rehabilitation Act of 1973 (If \$2,500 or Over)

- 6.1.1 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 steps 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.
- 6.1.2 The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 6.1.3 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.
- 6.1.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the contractor's obligation under the law to take affirmative steps to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 6.1.5 The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement of other 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 steps to employ and advance in employment physically and mentally handicapped individuals.
- 6.1.6 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.

7.1 Section 402 Veterans Readjustment Assistance Act of 1973 (If \$10,000 or Over)

7.1.1 Affirmative Steps for Disabled Veterans and Veterans of the Vietnam Era

- 7.1.1.1 The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative steps to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, and selection for training, including apprenticeship.
- 7.1.1.2 The contractor agrees that all suitable employment openings which exist at the time the contract is executed and those which occur during the performance of this contract (including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates) shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide reports to local offices regarding employment openings and hires as may be requested.
- 7.1.1.3 State and local government agencies holding Federal contracts of \$10.000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

- 7.1.1.4 Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or selection from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- 7.1.1.5 The reports required in regard to this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office, or where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired. (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made of this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available. upon request, for examination by any authorized representative of the contracting officer for of the Secretary of Labor. Documentation would include personnel records respecting job openings. recruitment and placement.
- 7.1.1.6 Whenever the contractor is subject to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is subject to these provisions and has so advised the State system, there is no need to advise them of subsequent contracts. The contractor may inform the State system when it is no longer bound by this contract clause.
- 7.1.1.7 This clause does not apply to the listing of employment openings occurring and filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- 7.1.1.8 The provisions of this clause do not apply to openings, which the contractor proposes to fill from within his own organization or to

fill pursuant to a customary and traditional employer-union firing arrangement. This exclusion does not apply to a particular opening since an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

- The phrase "All suitable employment openings" includes, but is 7.1.1.9 not limited to, openings which occur in the following job categories: production and nonproduction: plans and office: laborers and mechanics: supervisory and nonsupervisory: technical: and executive administrative and professional openings compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of the institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- 7.1.1.10 "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment openings are to be filled, including the District of Columbia, Guam. Puerto Rico, and the Virgin Islands.
- 7.1.1.11 "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.
- 7.1.1.12 "Openings, which the contractor proposes to fill pursuant to a customary and traditional employer-union, hiring arrangement," means employment openings, which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship, which exists between the contractor and representative of his employees.

- 7.1.1.13 The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the
- 7.1.1.14 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.
- 7.1.1.15 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 steps to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- 7.1.1.16 The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative steps to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- 7.1.1.17 The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to 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.

8.1 Section 109 of the Housing and Community Development Act of 1974

- 8.1.1 No person in the United States shall on the ground of race, color, national origin, 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.
- 8.1.2 Whenever the Secretary of HUD determines that a State or unit of general local government which is a recipient of assistance under this title has failed to comply with subsection 8.1.1 or an applicable regulation, he shall notify the Governor of such State or the chief executive officer of such unit of local government of the noncompliance and shall request the

Governor or the chief executive officer to secure compliance. If within a reasonable period of time, not to exceed sixty days, the Governor or the chief executive officer fails or refuses to secure compliance, the Secretary is authorized to (1) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted; (2) exercise the powers and functions provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); (3) exercise the powers and functions provided for in section 111 (a) of this Act; or (4) take such other action as may be provided by law.

8.1.3 When a matter is referred to the Attorney General pursuant to above, or whenever he has reason to believe that a State government or unit of general local government is engaged in a pattern or practice in violation of the provisions of this section, the Attorney General may bring a civil action in any appropriate United States court for such relief as may be appropriate, including injunctive relief.

9.1 Civil Rights Act of 1964

9.1.1 Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Subsequent civil rights legislation has extended nondiscrimination to classes based on age and handicap.

10.1 Certification of Compliance with Air and Water Acts

(Applicable to Federally-assisted construction contracts and related subcontracts exceeding \$100,000)

- 10.1.1 During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42, USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.
- 10.1.2 In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contact or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act. as amended. (42 USC 1857 c-8) and

Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. A stipulation that as a condition of contract award, prompt notice will be given of any notice received from the Director. Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in 10.1.2.1 to 10.1.2.4 of this section in every subcontract and requiring that the contractor take enforcement action as the Government

11.1 Hazards, Safety Standards and Accident Prevention

11.1.2 Use of Explosives

11.1.2.1 When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local. State and Federal laws in purchasing and handling explosives and take all necessary precaution to protect completed work, neighboring property, waterlines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material covered with suitable timber, steel or rope mats. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done, close to such property.

11.1.3 Danger Signals and Safety Devices (Modify as Required)

11.1.3.1 The contractor shall take all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

12.1 Or Equal Clause

Whenever a material, article or piece of equipment is identified on the plans or specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will

perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, meets State plumbing requirements as equal in substance or structure.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability

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

A. 1. (i) 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 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with

the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits 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.
- (b) 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).
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for

the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

- 2. Withholding. HUD or its designee shall upon its own action or upon written request withheld from the contractor under this contract or any other Federal contract with the 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 owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) 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).

- (ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 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 029-005-0014-1), U.S. Government Printing Office. Washington, D.C. 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).
 - (b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be 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.
 - (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3 (ii) (b) of this section.
 - (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 - (iii) The contractor or subcontractor shall make the records required under paragraph A.3 (i) 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 or to make such

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

4. (i) Apprentices and Trainees, 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, fringe shall be paid in accordance with that 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 contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under 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 contractor 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 reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

- 10. 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.
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR 24.
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C. "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 this paragraph, "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/she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours that 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 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 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) Failure to comply may result in issuance of sanctions pursuant to the Contract Work Hours and Safety Standards Act (P.L. 91-54.83 Stat. 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.

USDA Form RD 400-6 (Rev. 4-00)

COMPLIANCE STATEMENT

This statement relates to a proposed contract with
(Name of borrower or grantee)
who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:
 I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.
I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.
I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

subcontractors have submitted identical certifications for specific time periods): (See Reverse).

certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees 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. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I 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 I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE:	The penalty for making false statements in offe	ers is prescribed in 18 U.S.C. 1001.
Date		
		(Signature of Bidder or Prospective Contractor)
	Address (including Zip Code)	

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Certify that we do not and will no segregated facilities at any of our expermit our employees to perform the where segregated facilities are main of this certification is a violation Executive Order 11246, amended.	stablishment ieir services itained. We	s, and that we do not and will not at any location, under our control, understand and agree that breach
As used in this certification, the to rooms, work areas, rest rooms and vime clocks, locker rooms and ot drinking fountains, recreation or enfacilities provided for employees whis fact segregated on the basis of rachabit, local custom or otherwise.	vash rooms, her storage itertainment ich are segre	restaurants and other eating areas, or dressing areas, parking lots, areas, transportation and housing egated by explicit directive or are in
We further agree that (except where proposed Subcontractors for spectartifications from proposed Subcontractors \$10,000 which are not Opportunity clause; that we will rewill forward the following notice to the proposed Subcontractors have time periods).	cific time pontractors percentage exempt from the contractors of the c	periods) we will obtain identical rior to the award of subcontracts om the provisions of the Equal rtification in our files; and that we osed Subcontractors (except where
NOTICE TO PROSPECTIVE S CERTIFICATION OF NON-SEGR segregated facilities as required b Segregated Facilities, by the Secreta must be submitted from the prov subcontracts during a period (i.e. qu	EGATED FACTOR FACTOR FOR THE PROPERTY OF Labor Visions either	ACILITIES. A certification of Non- ay 1967 order on Elimination of (32 Fed. Reg. 7439, 19 May 1967), r for each subcontract or for all
NOTE: Whoever knowingly and wirepresentation may be liable to crim		
		(Name of Company)
	By:	
Date:	Title:	

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Organization Name	PR/Award Number or Project Name
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the for each such failure.

(name)	(date)	
(title)		

SECTION 3 CERTIFICATION NEW HIRE RESIDENTS

Grantee Name:
·
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

l .	ing Section 3 Preference in Training and . imployment
I,	_, am a legal resident of the
low- or very-low-income person as published of	and meet the income eligibility guidelines for a on the reverse.
My permanent address is:	
I have attached the following documentation as	evidence of my status:
☐ Copy of lease	☐ Copy of receipt of public assistance
☐ Copy of Evidence of participation in a public assistance program	☐ Other evidence
Signature	
Print Name	Date

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Augusta or any Woodruff County Housing Authority qualify as Section 3 residents. Additionally, individuals residing in Woodruff County who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

	Eligibility Guideline	
Number in Household	Very Low Income	Low Income
1 individual	15,400	24,650
2 individuals	17,600	28,200
3 individuals	19,800	31,700
4 individuals	22,000	35,200
5 individuals	23,800	38,050
6 individuals	25,550	40,850
7 individuals	27,300	43,650
8 individuals	29,050	46,500

Section 3 New Hire Employment Report

Grantee: Contractor/St	Grantee: Contractor/Subcontractor:	Control number:	er:	Contrac	Contractor signature: Typed name/title:				
Contractor/S	Contractor/Subcontractor address:			City:		State:	te: Zip Code:	:ape	
Name	Address	Social Security Number	Job Classification	Date of hire	Hourly wage E	Benefits Y/N	*Ethnicity	Other	Section 3 Y/N
* Ethnicity Key:	1 = Caucasian	2 = Black	3 = Hispanic		4 = Native American	5 = A	5 = Asian/Pacific Islander	cr	6 = Other
** Section 3 Key:	1 = LM Living in Service Area	ice Area	2 = PHA Resident Living in Service Area	1 Service Area		3 = In	3 = Income Qualified for Other LM Program (List)	r Other LM	rogram (List)
	4 = Youthbuild Participant	pant	5 = Homeless Person		6=PHA or LM Person Regardless of Residence	Regardles	s of Residence		,

Instructions for Completing Section 3 New Hire Employment Report

Data for this Report is to be collected from all entities receiving benefits from the Community Development Block Grant (CDBG) project including Grantees, professional services, contractors and subcontractors.

Data reported will be only for newly hired employees employed as a result of the CDBGfunded project.

Name:

Enter the names of all employees hired during the course of the project as a result of the funded activity. The commencement period shall be the date of contract award or other commitment to perform activities for the CDBG-funded project.

Address:

Enter the address of all new employees identified above.

SSN:

Enter the Social Security Number of all employees identified

above.

Job Class:

List the specific job classification applicable to the work

performed by the newly hired employees identified above.

Date of Hire:

Enter the date that each new employee was hired.

Hourly Wage:

Enter the hourly wage(s) paid to all new employees identified

above.

Benefits (Y/N):

Did the employees receive fringe benefits?

Ethnicity:

Enter codes 1 through 6 as identified under Note 1 on the Report

form.

Other:

Enter any other information in regard to employment of new

employees that is not specific to any of the line items above.

Section 3 (Y/N):

Indicate whether or not the new employee meets Section 3

guidelines (low or moderate income) or qualifies under

requirements specified under Note 2 to the Report form.

The identifying information at the bottom of the form requests information specific to the entity/individual preparing the Report.

SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION

In accordance with the General Service Administration's (GSA) Office of Government wide Policy, Cities, Counties, Contractors and Professional Service providers <u>MUST</u> be registered with the System for Award Management (SAM) **prior to obtaining a contract** and/or agreement with a project receiving Federal and/or State funding. The System for Award Management (*previously known as CCR-Central Contractor Registration*) is a database that is used to collect, validate, store and disseminate data in support of Federal and State agency contracts and assistance awards.

SAM registrants must provide basic information relevant to procurement and financial transactions in order to complete their registration. Registrants must update or renew their registration at least once a year to maintain an active status. An active status must be maintained for the life of the contract and/or agreement.

In order to register with SAM, you must have a Data Universal Numbering System (DUNS) number. There is **NO CHARGE** for obtaining a DUNS number or for registering in SAM. A DUNS number can be obtained at www.dnb.com or call 800-424-2495. SAM has a **FREE** online registration process that can be accessed at www.sam.gov.

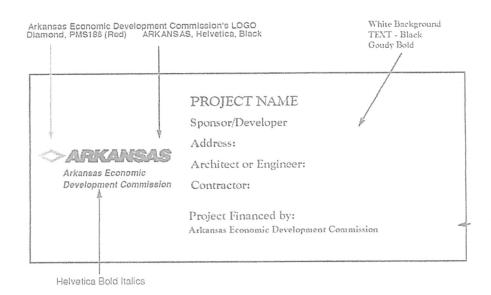
Verification of the City's, County's, Contractor's and/or Professional Services Provider's active SAM registration must be obtained prior to execution of all agreements and contracts. If you have questions or need additional information, please go to the SAM website or call the Federal Service Desk at 866-606-8220. You may also contact your Grant Administrator for additional assistance.

NOTE: Verification that you are registered and active in SAM.gov MUST be presented at the Pre-Construction Conference or the Notice to Proceed will not be issued.

END OF SECTION

DOCUMENT 01003

ACEDP Project Sign Specifications



SIGN DIMENSIONS: Approximately 4' x 8' x 3/4" * PLYWOOD PANEL (APA Rated A-B grade exterior)

- 1. Sign to be double sided per above description on each side. Mounting post to be sandwiched between 4'x8' sheets.
- 2. Install via 2 4x4 treated wood post extending full height of the sign to a minimum of 2'-6" below grade. Bottom edge of sign to be 3'-0" above adjacent grade.
- 3. Maintain sign in good condition for the duration of the construction period.
- 4. Locate as directed by architect.
- 5. Submit signage project information, layout, and spelling prior to fabrication.
- 6. Install sign within 14 days of the notice to proceed.

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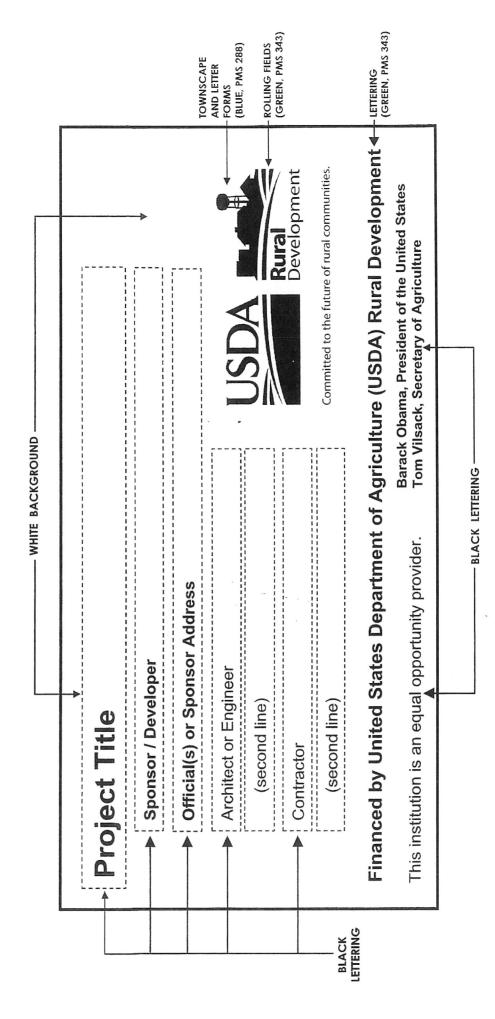
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SECTION 01004

USDA Project Sign Specifications:

Following page.

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR) SIGN DIMENSIONS: 1200 mm \times 2400 mm \times 19 mm (approx. 4' \times 8' \times 3/")

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SECTION 02230

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris, paving, curbs, designated plant life, and grass.
 - Removing topsoil.
 - 3. Removing subsoil.
 - 4. Rough grading and site contouring.

1.2 SUBMITTALS

A. Product Data: Submit data for herbicide.

PART 2 PRODUCTS

2.1 SITE CLEARING

A. Herbicide: type, approved by applicable regulatory agency.

PART 3 EXECUTION

3.1 PROTECTION

- A. Identify and protect utilities from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping. Identify and tag.
- Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

3.2 CLEARING

- A. Clear areas required for access to site and execution of Work to minimum depth of 8 inches.
- B. Remove paving, curbs, and surface rock.
- C. Remove trees and shrubs indicated. Remove stumps, main root ball and root system.
- D. Apply herbicide to remaining stumps or plant life to inhibit growth.

3.3 ROUGH GRADING

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Notify utility company to remove and relocate utilities.
- D. Excavate topsoil from areas to be further excavated, re-landscaped or re-graded.
- E. Stockpile topsoil and subsoil in area designated on site.
- F. Remove excess topsoil and subsoil not being reused, from site.

3.4 CLEAN UP

A. Remove debris, rock larger than 1 cu ft, and extracted plant life from site.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section includes site grading, removal of topsoil and subsoil, building excavating and trenching, backfilling, and compacting.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Topsoil: Reusable excavated friable loam; free of subsoil, roots, grass, weeds, large stone, and foreign matter.
- B. Subsoil: Excavated material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material, and debris.

2.2 FILL MATERIALS

- A. ALL FILL MATERIAL TO COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION ENGINEERING REPORT.
- B. Type A Coarse gravel fill: Crushed, washed natural stone, shale, stable quantities of clay, stable quantities of sand, free of friable material and debris; graded within the following limits:
 - 1. Minimum Size: 2 inch
- C. Type B Pea Gravel: Natural stone; washed, free of clay, shale, organic matter;
 - 1. Minimum Size: 1/4 inch
 - Maximum Size: 5/8 inch
- D. Type C Sand: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.
- E. Type D Subsoil: Reused, free of rock larger than 3 inch size, and debris.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Identify required lines, levels, contours, and datum.

- B. Notify Architect/Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- Identify and flag known utility locations. Notify utility company to remove and relocate utilities.
- D. Maintain and protect existing utilities to remain.
- E. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.

3.2 PROTECTION OF ADJACENT WORK

- A. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- B. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.

3.3 TOPSOIL EXCAVATING

- A. Do not excavate wet topsoil.
- B. Excavate topsoil and stockpile in area to be designated on site.

3.4 SUBSOIL EXCAVATING

- A. Do not remove wet subsoil.
- B. Remove groundwater by pumping to keep excavations dry.
- Excavate subsoil required for building foundations, construction operations, and other Work.
- Slope banks to angle of repose or less, until shored.
- E. Do not interfere with 45 degree bearing splay of foundations.
- F. Proofroll bearing surfaces. Fill soft spots with Type A fill and compact uniformly to 95 percent of maximum density.
- G. Correct unauthorized excavation at no cost to Owner.
- H. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Architect/Engineer.
- Stockpile subsoil in area to be designated on site.
- J. Contractor to dispose of all unused soil and debris.

3.5 TRENCHING

- A. Excavate for storms sewer sanitary sewer water gas piping to municipal utilities.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- Hand trim excavation and leave free of loose matter. Hand trim for bell and spigot pipe joints.
- D. Support pipe and conduit during placement and compaction of bedding fill.
- E. Backfill trenches to required contours and elevations.
- F. Place and compact fill materials as for Backfilling.

3.6 BACKFILLING

- A. Backfill areas to contours and elevations. Use unfrozen and unsaturated materials.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place material in continuous layers as follows:
 - 1. Soil Materials: Maximum 8 inches compacted depth.
 - 2. Fill Materials: Maximum 8 inches compacted depth.
- D. Employ placement method so not to disturb or damage foundations, or utilities in trenches.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation walls. Backfill simultaneously on each side of unsupported foundation walls.
- G. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.

3.7 PLACING TOPSOIL

- A. Place topsoil in areas where seeding planting is scheduled.
- B. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- Remove large stone, gravel, roots, grass, weeds, debris, and foreign material while spreading.
- D. Lightly compact placed topsoil.

E. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.8 TOLERANCES

- A. Top Surface of Exposed Subgrade: Plus or minus one inch.
- B. Top of Topsoil: Plus or minus 1/2 inch.

3.9 SCHEDULE

- A. ALL CONSTRUCTION PREPARATION TO COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION ENGINEERING REPORT IF INCLUDED IN THESE DOCUMENTS AS A MINIMUM.
- B. Interior Slab-On-Grade: prepare as required, Type B fill, 4 inches thick, compact uniformly to 95 percent of maximum density.
- C. Fill Under Landscaped Areas: Type D fill, to 12 inches below finish grade, compact uniformly to 95 percent of maximum density.
- D. Fill Under Asphalt Paving: prepare as required, Type A fill, to specified depth below finish paving elevation at light duty and heavy duty areas respectively, compact uniformly to 95 percent of maximum density.
- E. Locate sand fill Type C as noted or specified.
- F. Entire building pad is to be undercut to a minimum depth of 3'-0" extending a minimum of 5'-0" beyond the building line in all directions. This material is to be replaced with compacted Type A fill material.

END OF SECTION

SECTION 02362

TERMITE CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - Soil treatment for termite control.

1.2 SUBMITTALS

- A. Product Data: Submit toxicants to be used, composition by percentage, dilution schedule, intended application rate. Include product label information.
- B. Test Reports: Indicate regulatory agency approval reports.
- C. Manufacturer's Application Instructions: Indicate caution requirements and in accordance with current product label of chosen pesticide.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- E. Certify applications followed NPMA WDO for termite control or other regional location guidance.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record date and rate of application, areas of application.
- B. Operation and Maintenance Data: Indicate re-treatment schedule.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with Municipality of Little Rock, Arkansas Public Work's standard.

1.5 WARRANTY

- A. Furnish ONE year warranty for damage and repairs to building and building contents caused by termites. Repair damage. Re-treat where required.
- B. Offer continued yearly termite contract to owner.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Furnish materials in accordance with Municipality of Little Rock, Arkansas Public Work's standards.
- B. Toxicant Chemical: Local authority approved; synthetically color dyed to permit visual identification of treated soil.
- C. Diluent: Recommended by toxicant manufacturer.

2.2 MIXES

A. Mix toxicant to manufacturer's instructions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.
- B. Verify final grading and excavation are complete.

3.2 APPLICATION

A. Install Work in accordance with Municipality of Little Rock Public Work's standards.

3.3 SCHEDULES

- A. Locations:
 - 1. Under Slabs-on-Grade.
 - 2. Exterior Side of Foundation Surface.

END OF SECTION

SECTION 02750

RIGID PAVEMENT

PART I GENERAL

1.1 SUMMARY

- Section Includes.
 - 1. Concrete sidewalks.
 - Concrete pavement areas.
 - 3. Concrete curbs and gutters.

1.2 SUBMITTALS

- A. Product Data: Submit product information.
- B. Design Data: Submit mix design of each class of mix.

1.3 QUALITY ASSURANCE

A. Perform Work as specified by Section 501 of the Standard Specifications for Highway Construction (Edition of 2003) as published by the Arkansas State Highway and Transportation Department.

PART 2 PRODUCTS

2.1 REINFORCED CEMENT CONCRETE PAVEMENT

- A. Concrete Materials: As specified in Section 03050.
- B. Forms: Wood or Steel material, profiled to suit conditions.
- C. Joint Filler: Asphalt impregnated wood fiberboard.
- D. Reinforcing Steel: ASTM A615/A615M; 40 ksi yield grade; deformed billet steel bars, unfinished.
- E. Welded Steel Wire Fabric: ASTM A185 Plain type, in flat sheets; unfinished.
- F. Dowels: ASTM A615/A615M Plain steel, unfinished.
- G. Cement: ASTM C150 Normal Type Portland type, gray color.
- H. Fine and Coarse Aggregates: ASTM C33.
- I. Water: Clean and not detrimental to concrete.

J. Admixtures: ASTM C260.

2.2 CONCRETE MIX

- A. Mix and deliver concrete as specified by Section 501 of the Standard Specifications for Highway Construction (Edition of 2003) as published by the Arkansas State Highway and Transportation Department.
- B. Furnish concrete for each of the following characteristics:
 - 1. Compressive Strength at 28 days: 4000 psi
 - 2. Slump: 6 inches maximum.
 - 3. Air Entrainment: 5 percent.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify gradients and elevations of base.
- B. Verify scarified and compacted subgrade is ready to support paving and imposed loads.
- C. Moisten substrate to minimize absorption of water from fresh concrete.

3.2 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Place joint filler in joints, vertical in position, in straight lines. Secure to formwork.
- C. Place expansion joints at 20 foot intervals or as indicated on Drawings. Align joints.
- D. Place joint filler between paving components and other appurtenances.

3.3 REINFORCEMENT

- A. Place reinforcement at mid-height of slabs-on-grade.
- B. Interrupt reinforcement at expansion joints. Lubricate one-half of dowel to prevent bond to concrete on one side of joint.
- C. Place dowels to achieve pavement and curb alignment.

3.4 PLACING CONCRETE

A. Place concrete as specified by Section 501 of the Standard Specifications for Highway Construction (Edition of 2003) as published by the Arkansas State Highway and Transportation Department.

- B. Do not disturb reinforcement or formwork components during concrete placement.
- C. Place concrete continuously between predetermined joints.

3.5 SCHEDULE

- A. Walks, light duty areas: 4 inches of concrete over 4 inches of compacted base complying with recommendations of geotechnical investigation engineering report. If there is a discrepancy comply with the greater depth of materials.
- B. Drives, heavy duty areas: 7 inches of concrete over 4 inches of compacted base complying with recommendations of geotechnical investigation engineering report. If there is a discrepancy comply with the greater depth of materials.

3.6 FINISHING

- A. Sidewalk Surfaces: Light broom, radiused and trowel joint edges.
- B. Curbs and Gutters: Light broom.
- C. Ramps: Dimpled pattern and paint to comply with ADA standards.
- D. Saw cut control joints at 5'-0" on center along linear curbing.
- E. Saw cut control joints not to exceed 5'-0" on center across walks or as required to establish squarely proportioned slabs.

END OF SECTION

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SECTION 03050

BASIC CONCRETE MATERIALS AND METHODS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Formwork.
 - Reinforcement.
 - Accessories.
 - Cast-in place concrete.
 - Finishing and curing.

1.2 SUBMITTALS

- Product Data: Indicate admixtures.
- B. Design Data: Submit mix designs.

1.3 QUALITY ASSURANCE

- A. Construct and erect concrete formwork in accordance with ACI 301.
- B. Perform concrete reinforcing work in accordance with ACI 301.
- C. Perform cast-in-place concrete work in accordance with ACI 301.

PART 2 PRODUCTS

2.1 FORM MATERIALS AND ACCESSORIES

- A. Form Materials: At discretion of Contractor.
- B. Form Release Agent: Colorless mineral oil not capable of staining concrete or impairing natural bonding characteristics of coating intended for use on concrete.
- C. Formed Construction Joints for Slab-on-Grade: Galvanized steel, tongue and groove type profile, knockout holes to receive doweling.
- D. Slab Edge Joint Filler: ASTM D1751, Premolded asphaltic board, 1/2 inch thick.

2.2 REINFORCEMENT MATERIALS

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

- B. Welded Steel Wire Fabric: ASTM A185 Plain type, in flat sheets, plain finish.
- C. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing; plastic tipped or non-corroding for supports in slabs forming finished ceilings or where supports are exposed to weather.
- D. Fabricate concrete reinforcing in accordance with ACI 315.

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, Normal-Type I Portland type.
- B. Fine and Coarse Aggregates: ASTM C33. C330, lightweight.
- C. Water: Clean and not detrimental to concrete.
- D. Air Entrainment Admixture: ASTM C260.
- E. Bonding Agent: Polymer resin emulsion.
- F. Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

2.4 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94, Option A.
- B. Furnish concrete of the following strength:
 - 1. Compressive strength 3000 psi (28 day) or as specified or detailed for particular applications.
 - 2. Slump 2 to 6 inches
- Select admixture proportions for normal weight concrete in accordance with ACI 301 Method 1.
- D. Add air entraining agent to concrete mix for concrete work exposed to exterior.

PART 3 EXECUTION

3.1 FORMWORK ERECTION

- A. Erect formwork, shoring and bracing to achieve design requirements.
- B. Camber slabs and framing to achieve ACI 301 tolerances.
- C. Provide bracing to ensure stability of formwork.

- Apply form release agent to formwork prior to placing form accessories and reinforcement.
- E. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings affected by agent.
- F. Clean forms as erection proceeds, to remove foreign matter.

3.2 INSERTS, EMBEDDED COMPONENTS, AND OPENINGS

- A. Provide formed openings where required for work to be embedded in and passing through concrete members.
- B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Install concrete accessories straight, level, and plumb.
- D. Place formed construction joint device in floor slab pattern pouring sequence.
- E. Place joint filler at perimeter of penetrations, and isolation joints.

3.3 REINFORCEMENT PLACEMENT

- A. Place reinforcement, supported and secured against displacement.
- B. Ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings.

3.4 PLACING CONCRETE

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
- B. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight.
- Repair damaged vapor retarder with vapor retarder material, lap over damaged areas minimum 6 inches and seal watertight.
- D. Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours creating cold joints.
- E. Place floor slabs in saw cut pattern indicated.
- F. Screed floors slabs-on-grade level.

3.5 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Remove formwork progressively and in accordance with code requirements.

3.6 FLOOR FINISHING

- A. Finish concrete floor surfaces in accordance with ACI 301.
- B. Uniformly spread, screed, and float concrete.
- C. Steel trowel surfaces receiving carpeting resilient flooring seamless flooring thin set ceramic tile or remaining exposed to view in finished construction.
- D. Maintain surface flatness, with maximum variation of 1/4 inch in 10 ft.
- E. In areas with floor drains, maintain floor level at walls and slope surfaces uniformly to drains.

3.7 CURING

- A. Immediately after placement, protect concrete from premature drying.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete for not less than 7 days.

3.8 DEFECTIVE CONCRETE

A. Modify or replace concrete not conforming to required lines, details and elevations, as directed by Architect/Engineer.

END OF SECTION

SECTION 05400

COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes load bearing formed steel stud exterior wall, interior wall, framing and formed steel joist, purlin, slotted channel, and framing and bridging.

1.2 QUALITY ASSURANCE

A. Perform Work in accordance with AISI SG-973 - Cold-Formed Steel Design Manual.

PART 2 PRODUCTS

2.1 COLD FORMED METAL FRAMING

- A. Manufacturers:
 - 1. Clark Steel Framing Systems.
 - 2. Harrisson Manufacturing Co.
 - Marino\Ware.
 - 4. Unimast Incorporate.
 - 5. Substitutions: Permitted.
- B. Studs: ASTM C955, formed to channel shape, punched web as scheduled.
- Track and Headers: Formed steel; channel shaped; same width as studs, tight fit; solid web.

2.2 ACCESSORIES

- A. Bracing, Furring, Bridging, Plates, Gussets, Clips: Formed sheet steel, same finish as framing members.
- B. Screws: self drilling, self tapping.
- C. Anchorage Devices: Power actuated.
- D. Welding: In accordance with AWS D1.1 and AWS D1.3.
- E. Primer: Touch-up for galvanized or primed surfaces.

2.3 FABRICATION

- Fabricate assemblies of sizes and profiles required; with framing members fitted, reinforced and braced.
- B. Fit and assemble in largest practical sections for delivery to site, ready for installation.

2.4 FINISHES

- A. Studs and Accessories: Galvanize to ASTM A653 G60 coating class.
- B. Joists, and Accessories: Galvanize to ASTM A653 G60 coating class.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify building framing components are ready to receive work.

3.2 ERECTION OF STUDS

- A. Align floor and ceiling tracks; locate to partition layout. Secure in place with fasteners at maximum 24 inches oc. Coordinate installation of sealant with floor tracks.
- B. Place studs at 16 inches oc; not more than 2 inches from abutting walls and at each side of openings. Connect studs to tracks using fastener method.
- Construct corners using minimum three studs. Double stud wall openings, door and window jambs.
- D. Erect load bearing studs one piece full length. Splicing of studs is not permitted.
- E. Allow for deflection, directly below horizontal building framing for non-load bearing framing.
- F. Attach cross studs to studs for attachment of fixtures anchored to walls and for attachment of mechanical and electrical items within walls.
- G. Touch-up field welds and damaged prefinished surfaces with primer.

3.3 ERECTION OF JOISTS,

- A. Make provisions for erection stresses. Provide temporary alignment and bracing.
- B. Place joists as noted on drawings not more than 2 inches from abutting walls. Connect joists to supports using fastener method.
- Set components parallel and level, with lateral bracing and bridging.

- D. Locate component end bearing directly over load bearing studs or provide load distributing member to top of stud track.
- E. Provide web stiffeners at reaction points.
- F. Touch-up field welds and damaged prefinished surfaces with primer.
- 3.4 TOLERANCES
 - A. Maximum Variation from Indicated Position: 1/8 inch.
 - B. Maximum Variation of Member from Plane: 1/8 inch.
- 3.5 SCHEDULE: UNLESS OTHERWISE NOTED
 - A. Walls (362S162-43) 3 5/8" x 1 5/8" with 1/2" return lip, 18 gage, at 16" O.C.

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SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY

- Section includes flashings and counterflashings, gutters and downspouts and fabricated sheet metal items.
 - Provide precast concrete splash pads at all downspouts opening onto earthen materials.

1.2 SYSTEM DESCRIPTION

- A. Sheet Metal System: Conform to criteria of SMACNA "Architectural Sheet Metal Manual."
 - Gutters: SMACNA
 - 2. Downspouts: SMACNA
 - 3. Flashings: SMACNA
- B. Gutters and Downspouts: Size components for rainfall intensity determined by storm occurrence of 1 in 5 years in accordance with SMACNA recommendations.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, termination, and installation details.
- B. Samples: Submit two samples, 12 inch in size of each type of formed metal flashing illustrating typical seam, external corner, material, color, and finish.

PART 2 PRODUCTS

2.1 SHEET METAL FLASHING AND TRIM

- A. Fabricators:
 - 1. Cheney Flashing Co.
 - Keystone Flashing Co.
 - 3. Metal-Era Inc. Model
 - 4. Substitutions: Permitted.
- B. Product Description: Flashing and sheet metal; prefinished, including gutters, downspouts, splash pads, and accessories.

2.2 COMPONENTS

A. Pre-Finished Aluminum Sheet: ASTM B209, manufacturer's standard alloy and temper for specified finish; 0.032 inch thick; mill finish shop pre-coated with acrylic coating; color as selected from manufacturer's standard color

2.3 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Gutter and Downspout Anchorage Devices: Type recommended by fabricator.
- C. Gutter Supports: Spikes and ferrules.
- D. Downspout Supports: Brackets
- E. Underlayment: 30# asphalt saturated roofing felt.
- F. Sealant: Exterior metal lap joint butyl or polyisobutylene sealant.
- G. Plastic Cement: ASTM D4586, Type I.
- H. Reglets: Surface mounted

2.4 FABRICATION

- A. Gutter Accessories: Profiled to suit gutters and downspouts.
- B. Splash Pads: precast concrete type, 12 x 24 inch size as manufactured by First Texas Precast Company or approved equal; minimum 2500 psi at 28 days, with minimum 5 percent air entrainment.
- C. Downspout: prefinished aluminum
- D. Form components free from distortion or defects. Form pieces in longest practical lengths.
- E. Fabricate cleats and starter strips of same material as sheet, to interlock with sheet.
- F. Hem exposed edges on underside 1/2 inch; miter and seam corners. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.
- H. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- I. Fabricate corners in one piece, 18 inch long legs; seam for rigidity, seal with sealant.

J. Form sheet metal pans with upstand, and flanges.

2.5 SHOP FINISHING

A. Class I Color Anodized Finish: AAMA 611 Integrally colored anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to minimum dry film thickness of 15 mil.

3.3 INSTALLATION

- Install starter and edge strips, and cleats.
- B. Install surface mounted reglets. Seal top of reglets with sealant. Insert flashings to form tight fit. Seal flashings into reglets with sealant.
- C. Secure flashings, gutters and downspouts in place using concealed fasteners.
- D. Apply plastic cement compound between metal work and felt flashings.
- E. Fit components tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Install sheet metal pans surrounding roof penetrations. Fill pans watertight with plastic cement.
- G. Slope gutters 1/4 inch per foot minimum.
- H. Set splash pads under downspouts.
- I. Seal joints watertight.

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JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants and joint backing.
- B. All sealants to be rated at a minimum of 30 year durability.

1.2 SUBMITTALS

A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

1.3 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - GE Silicones.
 - 3. Mameco International Inc.
 - 4. Pecora Corp.
 - 5. Sika Corp.
 - 6. Substitutions: Permitted.

B. Product Description:

- General Purpose Exterior (Nontraffic) Sealant: Acrylic, solvent release curing; ASTM C920, Grade NS, Class 12-1/2, Uses M, G, and A; single component.
 - Color: Colors as selected.
 - b. Applications: Use for:
 - 1) Control, expansion, and soft joints in masonry.
 - 2) Joints between concrete and other materials.
 - 3) Joints between metal frames and other materials.
 - 4) Other exterior nontraffic joints for which no other sealant is indicated.
- 2. General Purpose Traffic Bearing Sealant: Polyurethane; ASTM C920, Grade P, Class 25, Use T; single component.
 - Color: Colors as selected.

- Applications: Use for exterior pedestrian and vehicular traffic bearing joints.
- 3. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, non-drying, non-skinning, non-curing.
 - a. Applications: Use for concealed sealant bead in sheet metal work and concealed sealant bead in siding overlaps.
- 4. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - Color: Colors as selected.
 - b. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.:
- 5. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses M and A; single component, mildew resistant.
 - Applications: Use for joints between plumbing fixtures and floor and wall surfaces, and joints between kitchen and bathroom toilet room counter tops and wall surfaces.
- 6. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
 - a. Applications: Use for concealed locations only at acoustically rated construction i.e. all partitions between adjacent class rooms and offices.
 - 1) Provide sealant bead between top stud runner and structure and between bottom stud track and floor.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

A. Remove loose materials and foreign matter impairing adhesion of sealant.

- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Perform acoustical sealant application work in accordance with ASTM C919.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

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STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes steel door frames; non-rated and rated.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate door and frame elevations, internal reinforcement.
- B. Product Data: Submit door and frame configurations, location of cut-outs for hardware reinforcement.
- C. Samples: Submit two samples of metal, door frame, 6 inch in size illustrating shop finish colors and surface texture.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - ANSI 250.8 Recommended Specifications for Standard Steel Doors and Frames.
 - 2. DHI Door Hardware Institute The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.

PART 2 PRODUCTS

2.1 STEEL DOORS AND FRAMES

- A. Manufacturers:
 - 1. Curries: CM Series, 16 gauge
 - 2. Substitutions: Permitted.
- B. Product Description: Standard shop fabricated steel frames; fire rated and non-rated

2.2 COMPONENTS

- A. Exterior Frames:
 - 1. Level 2 nominal 16 gage/0.053 inch thick material, base metal thickness.
- B. Interior Frames:
 - Level 1, nominal 16 gage/0.053 inch thick material, base metal thickness.

2.3 ACCESSORIES

- A. Silencers: Resilient rubber set in aluminum channel fitted into drilled hole.
- B. Removable Stops: Rolled steel channel shape.
- C. Bituminous Coating: Fibered asphalt emulsion.
- D. Primer: ANSI A250.10 rust inhibitive type.
- E. Weatherstripping: Resilient rubber set in aluminum retainer.

2.4 FABRICATION

- A. Fabricate doors and frames with hardware reinforcement welded in place. Protect frame hardware preparations with mortar guard boxes.
- B. Configure exterior frames and doors with profile to receive recessed weatherstripping.
- C. Fabricate frames as face welded units.
- D. Fabricate frames to suit masonry wall coursing with 2 inches head member.
- E. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
- F. Prepare interior frames for silencers and install.
- G. Attach fire rating label to each fire rated door and frame.

2.5 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M A40.
- B. Primer: Air dried.
- C. Coat inside of frame profile with bituminous coating.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION

A. Install doors and frames in accordance with ANSI A250.8.

- B. Coordinate installation of doors and frames with installation of hardware specified in Section 08710.
- Coordinate door frames with masonry and gypsum board wall construction for frame anchor placement.
- D. Install roll formed steel reinforcement channels between two abutting frames. Anchor to structure and floor.
- E. Adjust door for smooth and balanced door movement.
- F. Tolerances:
 - 1. Maximum Diagonal Distortion: 1/8 inch measured with straight edge, corner to corner.

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DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

 Section includes hardware for wood, hollow steel, aluminum, doors, thresholds, weatherstripping, seals, and door gaskets.

1.2 SYSTEM DESCRIPTION

- A. Fire Rated Openings: Provide door hardware listed by UL or Warnock Hersey, or other testing laboratory approved by applicable authorities.
 - 1. Hardware: Tested in accordance with NFPA 252.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate locations and mounting heights of each type of hardware.
- B. Samples: Submit hinge, latchset, lockset, and closer, illustrating style, color, and finish. Incorporate into the work.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. ANSI A156 series.
 - 2. NFPA 80 Fire Doors and Windows.
 - NFPA 101 Life Safety Code.
- B. Coordination: Coordinate work of this section with other directly affected sections requiring integral reinforcement for door hardware.
- C. Supplier: Company specializing in supplying commercial door hardware with minimum three years experience.

1.6 MAINTENANCE SERVICE

- A. Provide service and maintenance services of door closers for one year from Date of Substantial Completion.
- Provide special wrenches and tools applicable to each different or special hardware component.

PART 2 PRODUCTS

2.1 DOOR HARDWARE

A. Manufacturers:

- 1. Accurate Metal Weather Strip Co. Inc.
- 2. American Device Manufacturing Co.
- 3. Arrow Architectural Hardware.
- 4. Bommer Industries, Inc.
- 5. Clipenglyde, Inc.
- 6. Dorma Door Controls, Inc.
- 7. NT Falcon Lock.
- 8. Glynn-Johnson.
- 9. Hager Companies.
- 10. Holmes-Hally Industries, Inc.
- 11. LCN Closers.
- 12. Markar Products, Inc.
- 13. NT Monarch Hardware.
- 14. Precision Hardware Mfg Co Inc.
- 15. Reese Industries.
- 16. Sash Controls Inc.
- 17. Schlage Lock Co.
- 18. Stanley Hardware.
- 19. Von Duprin, Inc.
- 20. Substitutions: Permitted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify doors and frames are ready to receive work and dimensions are as instructed by manufacturer.
- B. Verify electric power is available to power operated devices and is of correct characteristics.

3.2 INSTALLATION

- A. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.
- B. Mounting Heights From Finished Floor to Center Line of Hardware Item: Comply with manufacturer recommendations and applicable codes.

- 3.3 SCHEDULE: Note: Hardware supplier to coordinate stops, handing, and hardware requirements with plan, as built conditions, and applicable building codes prior to bidding or ordering hardware. See door schedule to coordinate hardware use locations.
 - A. Hardware used to be as follows or approved equal: finishes to be determined from manufacturers standard selection. This list is not all inclusive and other necessary items must be provided as required to provide door operation as described in the door schedule.
 - 1. Interior hinges -F179 4.5 x 4.5, (HI-3) Stanley provide minimum 3 sets per door.
 - 2. Exterior hinges FBB179 4.5 x 4.5 (NRP),(HI-2) Stanley provide minimum 3 sets per door.
 - 3. Closer as specified in drawings.
 - Keyed lockset as specified in drawings.
 - 5. Wall Stop 406 (ST-3) Rockwood all doors are to receive either wall or floor stop. Hardware supplier to determine appropriateness, coordinate with architect.
 - 6. Floor Stop 441 (MS) Rockwood all doors are to receive either wall or floor stop. Hardware supplier to determine appropriateness, coordinate with architect.
 - 7. Silencers 608, (SI-1) Rockwood provide minimum 3 per door.
 - 8. Threshold 896S-36", (TH-1) Nat. Guard
 - 9. Set Weatherstrip 160DKB-V 3070, (GA-1) Nat. Guard
 - 10. Privacy lockset as specified in drawings.

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GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

- 1.1 SUMMARY
 - A. Section includes gypsum board with joint treatment and acoustic insulation.
- 1.2 SYSTEM DESCRIPTION
 - A. Conform to drawings.
- 1.3 SUBMITTALS
 - A. Product Data: Submit data on gypsum board, joint tape, and acoustic accessories.
- 1.4 QUALITY ASSURANCE
 - A. Perform Work in accordance with ASTM C840.

PART 2 PRODUCTS

- 2.1 GYPSUM BOARD ASSEMBLIES
 - A. Manufacturers:
 - 1. Celotex Building Products.
 - 2. G-P Gypsum Corp.
 - 3. National Gypsum Co.
 - 4. United States Gypsum Co.
 - 5. Substitutions: Permitted.
- 2.2 COMPONENTS
 - A. Gypsum Board Types: 5/8 inch thick, maximum available length in place; ends square cut, tapered edges; unless noted otherwise as follows:
 - 1. Standard Type: ASTM C36.
 - 2. Fire Rated Type: ASTM C36, UL or WH rated.
 - 3. Moisture Resistant Type: ASTM C630/C630M.
 - 4. High Impact: ASTM E84.
 - 5. Exterior: ASTM D3273, ASTM C1177/C1280
- 2.3 ACCESSORIES
 - A. Corner Beads: equal to Vinyl Corporation corner beads CB125.

- B. Edge Trim: GA-216, Type LC bead.
- C. Joint Materials: Reinforcing tape, joint compound, adhesive, and water.
- D. Fasteners: Type S12 hardened screws.
- E. Adhesive: ASTM C557.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions are ready to receive work.

3.2 INSTALLATION

- A. Gypsum Board:
 - 1. Install gypsum board in accordance with GA-216 and GA-600.
 - Fasten gypsum board to furring or framing with screws. Staples may only be used when securing first layer of double layer applications if allowed by UL listing.
 - 3. Place control joints consistent with lines of building spaces as directed by Architect/Engineer.
 - 4. Control joints / expansion joints are to be place at a maximum of 50'0" on center.
 - 5. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.

B. Schedule:

- 1. Install 5/8" moisture resistant drywall all locations within 4'-0" of water supply or drain openings.
- 2. Install standard 5/8" gypsum board at all other locations.

C. Joint Treatment:

- 1. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
- 2. Feather coats onto adjoining surfaces so camber is maximum 1/32 inch.

PAINTS AND COATINGS

PART I GENERAL

1.1 SUMMARY

 Section includes surface preparation and field application of paints stains, varnishes, and other coatings.

1.2 SUBMITTALS

A. Product Data: Submit data on finishing products.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.4 QUALITY ASSURANCE

- A. Supplier: Company specializing in manufacturing products specified in this section with minimum three years documented experience, and with service facilities within 100 miles of Project.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 - 1. Sherwin Williams.
 - 2. Substitutions: Permitted.

2.2 COMPONENTS

A. Coatings: Ready mixed of good flow and brushing properties, capable of drying or curing free of streaks or sags.

B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve finishes specified.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions are ready to receive Work.
- B. Measure moisture content of porous surfaces using electronic moisture meter. Do not apply finishes unless moisture content is less than 15 percent.

3.2 PREPARATION

- A. Correct minor defects and clean surfaces affecting work of this section.
- B. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes.
- Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- D. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Prime with acrylic primer.
- E. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with solution of tri-sodium phosphate, rinse well and allow to dry.
- F. Uncoated Steel and Iron Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.
- H. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit
 prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes
 and cracks after sealer has dried; sand lightly between coats.
- J. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior paintable caulking compound after prime coat has been applied.

K. Exterior Wood Scheduled to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after sealer has been applied.

3.3 APPLICATION

- A. Wall **SURFACE** (**not just air**) temperature to be a minimum of 55 degrees. Touch up to be performed at the same wall surface temperature +/- 5 degrees.
- B. Sand wood and metal surfaces lightly between coats to achieve required finish.
- C. Where clear finishes are required, tint fillers to match wood.
- D. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- E. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.
- F. Finishing Mechanical And Electrical Equipment:
 - 1. Paint shop primed equipment.
 - 2. Remove unfinished louvers, grilles, covers, and access panels and paint separately. Paint dampers exposed behind louvers, grilles, convector and baseboard cabinets to match face panels.
 - 3. Prime and paint insulated and exposed pipes, insulated and exposed ducts, hangers, brackets, collars and supports.
 - 4. Paint interior surfaces of air ducts visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - Paint exposed conduit and electrical equipment occurring in finished areas.
 - Paint both sides and edges of plywood backboards.
 - 7. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- G. Cleaning: As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

3.4 SCHEDULE - SHOP PRIMED ITEMS FOR SITE FINISHING

- Metal Fabrications Section 05500: Exposed surfaces of lintels, Elevator pit ladders, etc...
- 3.5 SCHEDULE EXTERIOR SURFACES Sherwin Williams or equal.
 - A. Exterior Concrete Masonry surfaces:
 - 1. One coat Loxon Block Surfacer A24W200 primer.
 - 2. Two coats of Duration Exterior Acrylic Coating.
 - B. Steel Shop Primed:
 - 1. Touch-up with Pro Industrial Pro-Cryl Universal Primer B66-310.
 - 2. Two coats of Duration Exterior Acrylic Coating.

- A. Steel Unprimed:
 - 1. One coat of Pro Industrial Pro-Cryl Universal Primer B66-310.
 - Two coats of Duration Exterior Acrylic Coating.
- 3.6 SCHEDULE INTERIOR SURFACES Sherwin Williams or equal.
 - A. Steel Unprimed:
 - 1. One coat of Pro Industrial Pro-Cryl Universal Primer B66-310.
 - 2. Two coats of Duration Interior Acrylic Coating.
 - B. Steel Primed:
 - 1. Touch-up with Pro Industrial Pro-Cryl Universal Primer B66-310.
 - 2. Two coats Duration Interior Acrylic Coating.
 - C. Interior Concrete Masonry surfaces:
 - 1. One coat of Loxon Masonry Block Primer Sealer A24W8300.
 - 2. Two coats of Duration Interior Acrylic Coating.
 - D. Gypsum Board:
 - 1. One coat of ProMar 200 Primer.
 - 2. Two coats of Duration Interior Acrylic Coating.
- 3.7 SCHEDULE COLORS
 - A. To be determined from manufacturer's standard colors. See finish schedule and interior elevations for extents of different colors.

MISCELLANEOUS SPECIALTIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes; signage; fire extinguishers; fire extinguisher cabinets.

1.2 SUBMITTALS

- A. Shop Drawings: Dimensions, details of blocking and attachment, and anchors.
- B. Product Data: Submit data on Product, and accessories.

1.3 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Data: Submit instructions for recharging fire extinguishers.
- B. Submit cleaning and care instructions for signage.

1.4 QUALITY ASSURANCE

A. Fire Extinguishers: Conform to NFPA 10.

PART 2 PRODUCTS

2.1 MISCELLANEOUS SPECIALTIES

- A. Fire Extinguisher Manufacturers:
 - 1. Buckeye Model 10ABC Tall.
 - Gamco.
 - 3. Substitutions: Permitted.
- B. Signage:
 - 1. The Southwell Co., San Antonio, TX Model ADA 112 NNS
 - Substitutions: Permitted.

2.2 COMPONENTS

- A. Fire Extinguishers:
 - Dry Chemical Type: steel tank, with pressure gage; Model 10ABC Tall manufactured by Buckeye, with recessed cabinet. Provide units as per architectural plans.
- B. Fire extinguisher cabinets:

Provide cabinets to be installed in frame wall construction

as shown and specified on architectural plans.

B. Signage:

1. Single faced, style ADA 66 NNS, color to be selected from manufacturers standard colors.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify surfaces and internal wall blocking are ready to receive work and opening dimensions are as instructed by manufacturer.

2.3 SCHEDULE

- A. Fire extinguishers:
 - Provide and install fire extinquishers and cabinets as shown on architectural drawings.
- B. Signage:
 - 1. Provide and install one (1) 6" x 6" one piece plastic melamine laminate signs. Letter and locate as directed by architect.

2.4 INSTALLATION

A. Secure units level and plumb.

TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes toilet, and washroom accessories.

1.2 SUBMITTALS

A. Product Data: Submit data on accessories describing size, finish, details of function, attachment methods.

PART 2 PRODUCTS

2.1 TOILET, BATH AND LAUNDRY ACCESSORIES

- A. Manufacturers:
 - A & J Washroom Accessories.
 - 2. American Specialties, Inc.
 - 3. Bobrick Washroom Accessories.
 - 4. Bradley Corp.
 - Builders Brass Works.
 - 6. Franklin Brass Manufacturing Co.
 - 7. Koala Corp.
 - 8. Truebro Inc.
 - 9. World Dryer Corp.
 - 10. Gamco (General Accessory Manufacture Co.)
 - 11. Substitutions: Permitted.

2.2 COMPONENTS

- A. Products listed on Drawings are made by Bradley.
- B. Furnish 4 keys for each accessory to Owner. Master key accessories.

PART 3 EXECUTION

3.1 EXAMINATION

Verify exact location of accessories for installation.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements.
- B. Coordinate locations for installation of blocking reinforcing plates in walls.

3.3 INSTALLATION

- A. Install plumb and level, securely and rigidly anchored to substrate.
- B. Mounting Heights and Locations: As indicated on Drawings:

3.4 SCHEDULES:

Provide and install accessories enumerated in the drawings. Toilet arrangements are as shown in architectural plans. Mount as directed by architect.

METAL BUILDING SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Structural steel frame.
- B. **Complete roof covering system** consisting of the exterior roof panels, panel attachments, sealants, mastics, trim and flashings as required.
- C. Field seaming machine.

1.2 RELATED SECTIONS

A. Section 03050 - Cast-in-Place Concrete: Foundations and anchor bolts.

1.3 DEFINITIONS

- A. **Building Width:** As shown on architectural plans.
- B. Building Length: As shown on architectural plans.
- C. Building Line: As shown on architectural plans.
- D. Building Eave Height: As shown on architectural plans.
- E. Bay Spacing: As shown on architectural plans.
- F. Roof Pitch: The ratio of the vertical rise to the horizontal run.

1.4 DESIGN REQUIREMENTS

- A. **Design structural systems** according to professionally recognized methods and standards, and legally adopted building codes.
- B. Design under supervision of professional engineer licensed in the state of the site the project.

1.5 SUBMITTALS

- A. **Design Data:** Provide detailed design criteria and calculations.
- B. **Certification:** Manufacturer certification that the building conforms to the contract documents and manufacturer's standard design procedures.

- C. **Shop Drawings:** Show building layout, primary and secondary framing member sizes and locations, cross-sections, and product and connection details.
- D. Product Data: Information on manufactured products to be incorporated into the project.
- E. Anchor Bolt Drawings: Layouts with bolt diameters.

1.6 WARRANTY

- A. **Standard warranty** on materials and workmanship: 3 years.
 - 1. Panel finish: 10 years

PART 2 PRODUCTS

2.1 METAL MATERIALS

- A. **Select materials and material yield strengths** based on building design requirements; use the following unless required otherwise.
- B. Structural Steel Plate, Bar, Sheet, and Strip for Use in Bolted and Welded Constructions: ASTM A 572 /A 570, A 529, ASTM A 607 with minimum yield strength of 50,000 psi (345 MPa).
- C. Structural Steel Material for Use in Roll Formed or Press Broken Secondary Structural Members: ASTM A 570,or A 607 with minimum yield strength of 55,000 psi (380 MPa).
- D. Galvanized Steel Sheet for Roll Formed or Press Broken Roof and Wall Coverings, Trim and Flashing: ASTM A 653, with minimum yield strength of 50,000 psi (345 MPa).
- F. Hot Rolled Steel Shapes: W, M and S shapes, angles, rods, channels and other shapes; ASTM A 572/A 529/A 500 or ASTM A 36 as applicable; with minimum yield strengths required for the design.
- G. Structural Bolts and Nuts Used with Primary Framing: High strength, ASTM A 325 or A 490.
- H. Bolts and Nuts Used with Secondary Framing Members: ASTM A307.
- Shop Coat: Manufacturer's standard rust inhibitive primer paint; manufacturer's standard color.
- J. Pre-Painted Finish: 1 mil (0.025 mm) Kynar 500 coating on exterior surface.
 - 1. Color: As selected from manufacturer's full line including premium colors.
 - 2. Interior Finish: Off white 0.5 mil (0.01 mm) washcoat

2.2 FRAMING COMPONENTS

- Primary Framing: Rigid Frame solid web framing consisting of tapered or uniform depth rafters rigidly connected uniform depth columns. Provide a clear span that supports the loads at bay spacings indicated.
- B. Endwall Framing: Half-loaded frames unless otherwise indicated in architectural drawings.
- Purlins: Zee-shaped; 6 ½", 8 ½ " and 11 ½" depth as required; with minimum yield strength of 55,000 psi (345 MPa); simple span or continuous span as required for design.
- D. Girts: Zee- or Cee-shaped; 6 1/2", 8 1/2 " and depth as required, with minimum yield strength of 55,000 psi (345 MPa); simple span or continuous span as required for design.
- E. Transbay Members: Open web, parallel chord, secondary joists; simple span, utilizing materials, sizes and yield strength as required.
- F. Wind Bracing: Portal, torsional, diagonal bracing with or without diaphragm in accordance with manufacturer's standard design practices; utilizing rods, angles, and other members, with minimum yield strengths as required for design.
- G. **Primary Frame Flange Bracing:** Attached from purlins or girts to the primary framing. minimum yield strength as required for design. Flange bracing is not allowed at exterior columns in any finished space and is not allowed below 10'-0" above finished floor in any space.
- H. Door Headers and Jambs: Zee- or Cee-shaped; depth as required; with minimum yield strength of 55,000 psi (380 MPa).
- 1. Sag Angles and Bridging: Steel angles, with minimum yield strength of 36,000 psi (250 MPa).
- J. Fabrication: Fabricate according to manufacturer's standard practice.
 - Fabricate structural members made of welded plate sections by joining the flanges and webs by continuous automatic submerged arc welding process.
 - 2. All welding operators and processes shall be qualified in accordance with the American Welding Society "Structural Welding Code", AWS D1.1.
 - Field connections. Prepare members for bolted field connections by making punched, drilled, or reamed holes in the shop.
- K. Shop Coating: Finish all structural steel members using one coat of manufacturer's standard shop coat, after cleaning of oil, dirt, loose scale and foreign matter.

2.3 ROOF AND WALL PANEL COMPONENTS

Roof Panels: SSR Standing Seam Roof Panels; 24 inches (610 mm) wide net coverage, with 3 inches (75 mm) high major ribs formed at the panel side laps, formed for field seaming using electrically operated seaming machine.

- 1. Side Joints: Factory applied sealant for field seaming.
- 2. Material: Galvalume steel.
- 3. Thickness: 0.022" design base metal (0.61 mm).
- 4. Thickness: 0.0273 design base metal (0.76 mm).
- 5. Side laps: Two factory-formed interlocking ribs, with one weather sealed joint, mechanically field-seamed into place to form a double-fold 360 degree seam.
- 6. Length: Continuous from eave to ridge up to 41 feet (12.5 m) in length.
- 7. Endlaps, Where Required: 7 inches (178 mm) wide, located at a support member.
- 8. Finish: KXL pre-painted finish, premium color.
- 9. Panel-to-roof purlin structural attachments: SSR clips with movable tabs which interlock with seamed SSR panel ribs and provide for 1-5/8 inch (37mm) of panel movement in either direction from center of clip to compensate for thermal effects.
- 10. Panels shall have been tested in accordance to ASTM E-1592.
- 11. Panel fastening to meet uplift requirements shall be based on tested fastener values with appropriate Safety Factors.
- 12. Purlin strength with the SSR roof panel shall be determined and tested in accordance with AISI procedures.
- B. **Wall Panels: Panel Rib**; 36 inch (915 mm) wide net coverage, with 1-3/16 inch (30 mm) high major ribs at 12 inches (305 mm) on center with minor ribs spaced between the major ribs.
 - 1. Material: Galvalume steel
 - 2. Material: Galvanized steel, with G90/Z275 coating.
 - 3. Side laps: Two fully overlapping major ribs secured together with 1/4 inch (6 mm) diameter color-matched carbon steel fasteners.
 - 4. Length: Continuous from sill to eave up to 41 feet (12.5 m) in length.
 - 5. Endlaps, Where Required: 4 inches (100 mm) wide, located at a support member.
 - 6. Crimp panels at the base and notch to match roof panel configuration at the eave.
 - 7. Cut panels square at each end; provide base trim at sill.
 - 8. Finish: KXL pre-painted finish.
- D. Flashing and Trim: Match material 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.
- E. **Plastic Parts:** Glass fiber reinforced resin or thermoformed ABS (Acrylonitrile-Butidene-Styrene).
 - 1. ABS: Minimum 1/8 inch (3 mm) thick.
 - 2. Color: Manufacturer's standard color.
- F. Sealants, Mastics and Closures:
 - Provide at roof panel endlaps, sidelaps, rake, eave, transitions and accessories as required to provide a weather resistant roof system; use tape mastic or gunnable sealant at sidelaps and endlaps.
 - 2. Provide at wall panel rakes, eaves, transitions and accessories.
 - 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.

- Gunnable Sealant: Non-skinning synthetic elastomer based material; gray or bronze.
- G. Blanket Insulation: SEE ADDITIONAL REQUIREMENTS FOR PERFORMANCE RATED INSULATION SYSTEM BELOW. Glass fiber, with factory laminated facing material.
 - 1. Glass fiber: Odorless, neutral colored, long filament, flexible resilient, produced in compliance with the NAIMA 202 specifications.
 - 2. Thermal Resistance: to meet R=19 roof, @ 75 degrees F mean temperature.
 - 3. Flame spread Index: 25 or less, when tested in accordance with UL 723.
 - 4. Smoke Developed Index: 50 or less, when tested in accordance with UL 723.
 - 5. UL Classified.
 - Facing: White vinyl; embossed, 0.0032 inch (0.08 mm) +/- 10%thick; permeance in compliance with ASTM E96 1.00 perm (57 ng/Pa s sq m). Composite fiberglass and facing to meet Flame Spread of 25 or less, Smoke Developed of 50 or less, when tested in accordance with UL 723.
 - 7. Provide facing 3 inches (75 mm) wider on both edges than blanket.
 - 8. Width: As required for installation.
 - 9. Use blanket insulation at roof. (R19)
- H. **Thermal Blocks:** High density, 3/4 inch (19 mm) thick extruded polystyrene, for installation over the purlin.
- I. Simple Saver System: Insulation system; In addition to glass fiber insulation noted above all building areas are to receive additional insulation and backing in the form of the "Simple Saver System" roof and wall insulation and finish system as manufactured by Thermal Design Inc. of Madison, Nebraska or approved equal. Assembled system to comply with R values listed above regarding overall rated performance of the assembly.
 - 1. Suspension fabric and retainer grid color to be selected from manufacturers standard colors.

2.4 ROOF ACCESSORIES

- A. **Eave Gutters:** Roll-formed 26 gage (0.45 mm) steel sheet, with gutter straps, fasteners and joint sealant; manufacturer's standard bronze color.
 - 1. Downspouts: 4 x 5 inches (100 by 125 mm) in 10 foot (3050 mm) lengths, with downspout elbows and downspout straps;

PART 3 EXECUTION

3.1 EXAMINATION

- Verify that foundations are installed correctly.
- B. Verify that anchor bolts are installed as indicated on anchor bolt shop drawings.

3.2 ERECTION

- A. Erect building system in accordance manufacturer's instructions, erection drawings, and other erection documents.
- B. Provide temporary bracing, shoring, blocking, bridging and securing of components as required during the erection process.