



Contract Yr.
2024

Rebuilding Together Central Florida



Table of Contents

Introduction to Rebuilding Together Central Florida (RTCFL)	3
General Conditions and Requirements	4-6
Preparation of Bids	7
Invitation to Bid & Instructions for Bidders	8
RTCFL Bid Form	9-10
Suspension and Debarment Certification	11
Contractor Final Payment Affidavit and Release of Liens	12
Roofing Warranty Acknowledgement	13
Owner Authorization	14
Contractor Terms for Final Payment	15
Appendix/ Specifications for Roofing Contractors	16-30
HUD-4010 Federal Labor Standards Provisions	31-40
Labor Relations Letters	41-44
Personnel and Participant Conditions	45-48
Wage Determination Davis Bacon Orange County FL 2024	49-55
Contact Information	56

REBUILDING TOGETHER CENTRAL FLORIDA

Welcome, esteemed Re-Roofing Contractor, to the opportunity presented by Rebuilding Together Tampa Bay, Inc. dba Rebuilding Together Central Florida (RTCFL). We extend our invitation for you to bid on re-roofing projects integral to RTCFL's Rehab program, generously supported by the City of Orlando's Community Development Block Grant. Our focus lies in addressing the pressing re-roofing needs of prequalified, low-income homeowners within the City of Orlando.

Over the years, RTCFL has been honored to serve countless neighbors throughout Central Florida, addressing critical home repair needs. Through our endeavors, it has become apparent that the primary concern among low-income homeowners in our region is roof repair and replacement.

At the heart of RTCFL's mission, encapsulated in the phrase 'Repairing Homes, Revitalizing Communities, Rebuilding Lives,' is a dedication to engaging both the community and business partners. Together, we work tirelessly, one home at a time, to enhance the quality of life for those most in need of essential home repairs, all without cost to the homeowner.

Central to our ethos is exceptional customer service. RTCFL holds our projects to high standards and anticipates nothing less than exceptional service delivery from the contractors we enlist. We value a respectful approach towards our customers and their property, recognizing that customer satisfaction is paramount to our success.

GENERAL CONDITIONS AND REQUIREMENTS

Licenses and Certification – All contractors shall submit evidence of and maintain all licenses, certifications, etc. required to perform the work in the state of Florida throughout the duration of the project.

Insurance – All Contractors shall submit evidence of and maintain sufficient Workers' Compensation and General Liability insurance coverage to protect the Owner from claims throughout the duration of the project.

Respect of Persons and Property – All Contractors shall give the Owner at least 24 hours' notice before making inspections and commencing the work. The Contractor's employees shall be respectful and courteous at all times and comply with the following:

1. No Profanity or Loud Music
2. No unsafe conditions left overnight
3. No parking/driving on unpaved areas
4. Job site left broom clean (including magnet sweep) at the end of each workday

Contractor Requirements– All work performed by the Contractor shall be of the highest quality in strict accordance with the regulations of all authorities having jurisdiction, completed in a timely manner with any and all punch list and/or hazards rectified immediately upon notice.

Permits – The Contractor is responsible for all permits and applicable fees. A "Notice of Commencement must be filed with the Clerk of Courts by Contractor, prior to commencement of work and a copy furnished to the Owner. Contractor is responsible for furnishing a copy of the Notice of Commencement to the Owner and RTCFL. The Contractor shall be responsible for the acts and omissions of its employees and Subcontractors and shall employ only qualified tradespersons, skilled in the job assigned.

Commencement – Contractor will notify RTCFL as to commencement of work. Contractors shall commence work within 5 days of receipt of Notice to Proceed and leave the job in clean and safe standing at the end of each workday.

Inspections – Work shall be inspected by The City Code Enforcement: 1) At dry-in and 2) at final completion (per building department) to be achieved within 7 business day (weather permitting) from the date of commencement.

Change Order/Documentation – All Contractors shall inspect, contract and complete the work with no change orders except for unforeseen conditions. All proposed change order work must be approved by RTCFL and the Owner prior to commencement, fully documented and invoiced in accordance with the unit prices submitted on the Contractor's RTCFL Bid Form.

Warranties and Final Payment – Upon completion of the work all Contractors shall submit proof of: 1) 5 Year Workmanship Warranty, 2) Shingle and/or Membrane Manufacturer's 20 Year Labor and Material Watertight Warranty, 3) Full Release of Liens from Contractor, Vendors, and Subcontractors (if

any), 4) Owner Authorization – Final, 5) Evidence of Punch List items completion 6) Satisfactory warranty work completed by any Subcontractors (if any), 7) Photos before, during, & upon completion.

Indemnification – All Contractors shall defend and hold harmless the Homeowner, RTCFL and its agents from and against all claims, damages, liens, and expenses including all Attorney costs arising out of the Contractor’s performance of the work. Further, all Contractors fully understand that RTCFL makes no warrant with regard to their work and shall not be responsible for any error or deficiencies related to their work should any occur.

Safety – Adequate safety precautions shall be taken, including barricades, etc., to ensure protection of all workmen, public, passerby, Owner, and Owner’s property. During construction all of work shall be done in strict accordance with Occupational Safety and Health Administration Safety Act.

Lien Releases – Final Lien Releases from all Vendors providing materials and all Subcontractors proving labor must be submitted to RTCFL and the Owner by the Contractor prior to receipt of final payment.

Changes in Work:

Primarily, RTCSL doesn’t accept change orders, However, if, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the designated RTCFL personnel. Substitutions of materials, changes in the Scope of Work, or workmanship required by these changes, which may be proposed by the Contractor, or found necessary or desirable as the Work progresses, shall be in writing with price changes given, and approved by the Owner and RTCFL personnel prior to implementation.

Insurance:

Insurance coverage required by RTCFL must be in force throughout the Contract Term. Should a Contractor fail to provide acceptable evidence of current insurance within seven (7) calendar days prior to the expiration date of an insurance policy or at any time during the Contract term, RTCFL shall have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional costs of performing the incomplete portion of the contract at the end of the time of termination.

Insurances Include:

The insurance policies that Contractor must secure are:

1. *Workers’ Compensation – Contractor shall provide Workers’ Compensation Coverage for all employees and, in case of any work is subcontracted, will require the subcontractor to provide Workers’ Compensation for all its employees. The limits will be statutory for Workers’ Compensation for all its employees.*
2. *Comprehensive General Liability –
 \$500,000 Combined single limit each occurrence
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations Aggregate*

Specifications and Scope of Work for Roofing Contractors:

All Contractors shall comply with the following specifications throughout the performance of Roof Replacement work (see Appendix "A"):

- Section 07 1000 Preparation for Re-Roofing
- Section 07 3000 Asphalt Shingle Roofing
- Section 07 5000 Modified Bituminous Membrane Roofing
- Section 07 6200 Gutters and Downspouts (if applicable)
- Section 07 9000 Joint Sealants

All Contractors shall Perform the following Scope of Work throughout the performance of Roof Replacement work:

1. Attend Pre-Construction
2. Protection of vegetation, lawns, decks, sidewalks, driveways, etc. and daily clean-up (including magnet sweep) during the work.
3. Removal and legal disposal of existing roof system(s), and replacement of damaged roof rafters and decking if applicable* and refasten all roof decking to Code.
4. Protect the home from water intrusion and damage throughout the performance of the work in the event of sudden and/or overnight rainfall.
5. Install specified roof system(s), including proper underlayment, eave, valley, rake, penetration, ventilation, pre-painted flashings (properly weather-lapped).
6. Replacement of fascia, soffit, gutters and/or downspouts if applicable*.
7. Pass any and all required Inspections and complete all Punch List Items in a timely manner.

*Please refer to Bidder's Unit Prices submitted on RTCFL Bid Form (pages 9 and 10).

PREPARATION OF BIDS

1. Bidders are expected to examine these bid forms, specifications and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or type written. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All Bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each Bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each and every item shall be clearly shown on the RTCFL Bid Form. (pages 9 and 10).
5. Although RTCFL generally awards Bids based on the lowest responsive and responsible bid, RTCFL may choose to award multiple contracts on a "per group" or "per item" basis. Therefore, failure to submit a bid for all Unit Prices requested on the RTCFL Bid Form shall render such Bid non-responsive.

INVITATION TO BID & INSTRUCTIONS FOR BIDDERS

Date: _____

To: _____

YOU ARE INVITED TO SUBMIT A BID, UNDER SEAL, FOR THE FOLLOWING WORK:

Project Description: Work on this project is limited to roof replacement and associated work on Owner Occupied Residences as identified in the Specification's for Roofers section in this packet. Bid documents are being provided from Rebuilding Together Central Florida to be used in developing Bids. The Bid Documents are intended to represent items of quality level known to meet RTCFL's Roof Replacement Requirements. While RTCFL endeavors to promulgate written specifications that are accurate and non-restrictive for bidding purposes, they may also reference an item by manufacturer's name and number. Bidders are cautioned that all items quoted must be in compliance with the Bid Documents and any Addenda issued.

Bids, signed and under seal executed, and dated will be received at RTCFL's office, 126 E. Colonial Dr., Orlando, FL, 32801, before 4PM, local prevailing time, on the 29th day of May 2024. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.

Submit your Bid on the RTCFL Bid Form provided. **Submit Bids for the RTCFL Rehab Roof Replacement Work in a sealed envelope including the Bid Submission Date, and all Bidder's Information clearly identified on the exterior of the envelope. Faxed or electronic transmission of Bids will not be accepted.** Bids are required to be submitted under a condition of irrevocability for a period of six (6) months. No work will be contracted to be completed after June 30, 2024.

Required Bid Documents:

- Copies of State and local business licenses
- Copies of Contractor's Certificates of Insurance (listing Rebuilding Together Tampa Bay, Inc. as an additionally insured)
- RTCFL Bid Form
- Product information
- Suspension and Debarment Certification

Bids that are undersigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical error, erasures, alterations, or irregularities of any kind may be declared unacceptable.

RTCFL BID FORM

To: Rebuilding Together Central Florida, 126 E Colonial Dr., Orlando FL. 32714
For: Roof Replacement Work on Qualified Single-Family Residences in the City of Orlando, Florida
(Specific Qualified Residences to be determined by RTCFL).

Date: _____ (Bidder Shall Enter Submission Date)

Submitted By:
Bidder's Company Name: _____

Bidder's Company Address: _____

Bidder's Phone: _____

Bidder's Email: _____

Bidder's Offer: Having examined the Bid Documents provided by RTCFL for the above-mentioned work, we the undersigned, hereby offer to enter into a Contract with the Qualified Homeowners (as determined by RTCFL) to perform the Roof Replacement Work as specified for the following Unit Prices (in lawful money of the United States of America):

ROOF SYSTEMS AND ASSOCIATED WORK

Asphalt Shingle Roof System (as specified) – \$_____/Square or \$_____/Square Foot

2- Ply Mod. Bit Roof System (as specified) – \$_____/Square or \$_____/Square Foot

3- Ply Mod. Bit Roof System (alternate) – \$_____/Square or \$_____/Square Foot

Roof Decking (5/8" CDX Plywood) – \$_____/Square or \$_____/Square Foot

1/8" Tapered Insulation – \$_____/Square or \$_____/Square Foot

Roof Decking (1" Dimensional) – \$_____/Lineal Foot

Wood Rafter (2" Dimensional) – \$_____/Lineal Foot

Fascia (2" Dimensional) – \$_____/Lineal Foot

Fascia (1" Dimensional) – \$_____/Lineal Foot

Soffit (3/8" Plywood) – \$_____/Lineal Foot

Gutter (5") Replacement – \$_____/Lineal Foot

Downspout (3" x 4") Replacement – \$_____/Lineal Foot

The Bidder understands and acknowledges that:

- All Unit Prices are inclusive of all labor, material and all overhead required for each item as specified on part 2 of the RTCFL Bid Form. Measurements and quantities for roofing and associated work will be required by RTCFL through photographic/plan documentation submitted by the Contractor. Inadequate documentation may result in denial of Contractors request and claim for extra charges. All applicable federal, state, and local taxes are included in the Unit Prices.
- This offer shall be open to acceptance and is irrevocable for six (6) months from the Bid closing date.
- If this Bid is accepted within the period stated above, we will:
 - Enter into a Contract with the Qualified Homeowner for the Work
 - Commence the Work within five (5) calendar days after issuance of the written Notice to Proceed.
 - Perform the Work in strict accordance with the requirements of all authorities having jurisdiction.

Contractor's Company Name: _____

Signature/Title of Authorized Representative: _____

Date: _____ Contractor's Florida State License No.: _____

SUSPENSION AND DEBARMENT CERTIFICATION

RTCFL prohibits contracting with or making sub-awards to parties suspended, debarred, or whose principals or debarred by Federal or State department or agency.

By signing and submitting this certification the Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in item (2) of this certification;
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default;
5. That this certification, titled "Suspension and Debarment Certification" will be included without modification, in all subcontracts for the project; and
6. Shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.

Do you anticipate having a Subcontractor under this proposed contract?

_____Yes _____No

The Contractor shall provide immediate written notice to the RTCFL Project Manager to whom this certification is submitted if any time the Contractor learns that the certification was erroneous when submitted or has become erroneous by reason of change of circumstances.

Where the Contractor is unable to certify to any of the statements in this certification, attach a written explanation.

Contractor's Company Name: _____

Signature/Title of Authorized Representative: _____

Printed Name & Title of Authorized Representative: _____

This document must be fully executed and submitted with every request for final payment.

REBUILDING TOGETHER TAMPA BAY INC

FINAL RELEASE

FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS

JOB ADDRESS: _____

CONTRACT DATE: _____

COUNTY & STATE: Orange _____ FL _____

CONTRACT PRICE: _____

BALANCE DUE - FINAL PAYMENT: _____

The undersigned hereby acknowledges that the above Balance Due when paid represents payment in full for all labor, materials, etc., furnished by the below named Contractor or Supplier in connection with its work on the above project in accordance with the contract.

In consideration of the amounts and sums previously received, and the payment of _____ being the full and Final Payment amount due, the below named contractor or supplier does hereby waive and release the owner from any and all claims and liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or to become due from the owner or from any other person, firm or corporation, said claims, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named contractor or supplier to the project. The premises as to which said claims and liens are hereby released are identified as follows:

_____.

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied, that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of work, chargebacks or unbilled work or materials against the owner as of the date of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

The undersigned further agrees to defend, indemnify and hold harmless the owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any such claim, lien or right of lien be asserted by the below named contractor or supplier or by any of its or their laborers, materialmen, or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named contractor or supplier here waives, releases and relinquishes and all claims, rights or causes of action in equity or law whatsoever arising out of through or under the above mentioned contract and the performance of work pursuant thereto.

The below named contractor or supplier further guarantees that all portions of the work furnished and installed are in accordance with the contract and that the terms of the contract with respect to this guarantee will remain in effect for the period specified in said contract.

Corporation or Business Name

Representative Signature

Date:

Representative Name

Sworn to (or affirmed) and subscribed before me this _____ day of _____

By: _____

Print Name of Notary

Personally Known:
or produced identification

Notary Public

Type of identification produced

(Print on Contractor Letterhead)
ROOFING WARRANTY ACKNOWLEDGEMENT

To: Rebuilding Together Central Florida – RTCFL
 Subject: Warranty for Roof Replacement Work

Address: _____
 _____ (insert project address)

Owner: _____
 (Insert Name)

Pursuant to the Contract Documents and our Roofing Work Contract,
 dated _____ (insert date), with the Owner listed above,
 _____ (insert company name)

hereby acknowledges and advises RTCFL that the Contractor's and Roofing Manufacturer's/ Roofing Warranties have been provided and explained to the Owner of the residence located at the above-mentioned address.

In connection with the performance of the Work under the Contract Documents, you are advised that I warrant that all materials, fixtures and equipment furnished by me and my Subcontractors were new and of good quality and of good title. Should any defects appear within FIVE (5) YEARS on any and all ROOF REPLACEMENT WORK, from the date of the issuance of final payment, caused by faulty materials, fixtures, equipment or workmanship, I shall remedy the defects, make the roof system watertight and pay for any damage to other work resulting therefrom.

A copy of separate Warranty(s), provided to the Owner, are attached for the Roof Replacement Work as specified to be warranted in the Contract Documents.

Contractor's Company Name: _____

Authorized Representative Name/Title: _____

Authorized Representative Signature: _____

Date: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

OWNER AUTHORIZATION
(For Final Payment)

I hereby certify that the Roof Replacement Work performed under the Rebuilding Together Central Florida’s, Rehab Program and Contracted with the Qualified Homeowner under date

of _____, 2024 for the real property located at:

Orlando, Florida, _____ has been completed in accordance with the terms of the Contract Documents for said project.

I understand that the work performed by _____, hereinafter referred to as the “Contractor,” carries a FIVE (5) YEAR WATERTIGHT WARRANTY on the Roof Replacement Work from the date the final payment to the Contractor is issued.

I understand that in the event that any defect in workmanship or materials is detected within the warranty period, I must contact the Contractor directly at his place of business located at:

The Contractor has explained the Warranty(s) to me and I have received the original Warranty(s) from the Contractor.

I assume all responsibility for, and agree to indemnify, defend and hold harmless RTCFL, its elected and appointed officials, officers, agents, boards and employees, from and against any and all claims, demands, suits, actions, judgments, costs and expenses (including without limitation, reasonable attorneys’ fees including all those incurred in all trial and appellate actions) in connections with, brought or obtained, or arising from or in connection with all activities undertaken or related to RTCFLs Rehab Program, or my part or behalf in the performance of any covenant or agreement to be performed pursuant to the project which is the subject of this document, and from any negligent or intentional acts by me or any agent, contractor, servant, or employee of mine in or about the property which is the subject of this document, and from all liability and loss on account of damages to persons or property arising out of any use, misuse, abuse, neglect, or failure to exercise due care in, or about the property which is the subject of this document, including without limitation my failure to keep the property in a safe condition.

I hereby request Rebuilding Together Central Florida (RTCFL) to issue the final payment to the Contractor.

Signature of Property Owner / Date

(Must be signed in presence of authorized RTCFL personnel)

X _____

Home/Property Owner Signature

Date

CONTRACTOR TERMS FOR FINAL PAYMENT

Contractors will receive final payment 2 weeks after all required documents for payment are submitted to include all Final Inspections, Contractor and Manufacturer Workmanship and Materials Warranties, Owner Authorization documentation.

Appendix

SECTION 07 1000 PREPARATION FOR RE-ROOFING

- Part 1 General
- 1.1 Section Includes A. Removal of existing roofing system in preparation for a new roofing system.
Project Conditions
- 1.2
- A. Schedule Work to coincide with commencement of installation of new roofing system.
 - B. Remove only existing roofing material that can be replaced with new materials the same day.
 - C. Coordinate the work with other affected mechanical and electrical work associated with roof penetrations.
 - D. Protect building and landscaping from damage.
- 1.3 Material Ownership
- A. Assume Ownership of demolished materials and remove from Project site and dispose of legally, unless indicated to be reused, reinstalled, or otherwise to remain Owner's property.
- 1.4 Quality Control
- A. Work of this section must be completed by the same Installer of the new roofing system.
 - B. When determined present, the Installer must be legally qualified to perform the removal of asbestos containing roofing materials.
 - 1. Comply with governing EPA notification regulations. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - 2. Maintain receipt and acceptance of hazardous wastes by licensed landfill facility.
- 1.5 Environmental Requirements
- A. Schedule Work to coincide with commencement of installation of new roofing system.
 - B. Maintain continuous temporary protection prior to and during installation of new roofing system.
- Part 2 Products
- 2.1 Materials
- A. Temporary Protection: sheet polyethylene; provide weights to retain sheeting in position.
- Part 3 Execution
- 2.2 Examination
- A. Verify that existing roof surface is clear and ready for work of this section.
- 2.3 Preparation
- A. Sweep roof surface clean off loose matter.
 - B. Remove loose refuse and dispose of off site.
- 2.4 Material Removal
- A. Remove metal counter flashings, where necessary.
 - B. Remove existing roofing system to wood decking.
 - C. Repair existing wood deck surface to provide smooth working surface for new roof system.
- 2.5 Temporary Protection
- A. Provide temporary protective sheeting over uncovered deck surfaces.
 - B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
 - C. Provide for surface drainage from sheeting to existing drainage facilities.
 - D. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

SECTION 07 3000
ASPHALT SHINGLE ROOFING

Part1 General

1.1 Section Includes

- A. Asphalt shingle roofing.
- B. Attic ventilation.
- C. Underlayment.
- D. Associated metal flashings and accessories.

1.2 References

- A. American Society for Testing and Materials (ASTM)—ASTM D226 Asphalt Saturated Organic Felt Used in Roofing and Waterproofing.
- B. ASTM D2178 Asphalt Glass Felt Used in Roofing and Waterproofing
- C. ASTM D3018 Class A Asphalt Shingles Surfaced with Mineral Granules
- D. ASTM D4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- E. ASTM F1667 Driven Fasteners: Nails, Spikes, and Staples
- F. National Roofing Contractors Association (NRCA)—MS104 NRCA Steep Roofing Manual.
- G. Underwriters Laboratories Inc. (UL)—Roofing Materials and Systems Directory.
- H. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)—SMACNA Architectural Sheet Metal Manual.

1.3 Submittals

- A. Product Data: Provide data indicating material characteristics, performance criteria, and limitations.
- B. Shop Drawings: For metal flashings, indicate specially configured metal flashings.
- C. Samples: Provide samples of standard colors of metal flashings, edge trim, shingles, etc., indicating color range and finish/texture/pattern for color selection.
- D. Manufacturer's Instructions: Indicate installation criteria and procedures.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.4 Quality Assurance

- A. Perform Work in accordance with the recommendations of the NRCA Steep Roofing manual.
- B. Products required to comply with fire resistance criteria: UL listed and labeled.
- C. Comply with all state and local building codes for roofing materials, installation, and inspections.

1.5 Environmental Requirements

- A. Do not install shingles, underlayment, or protection membranes when surface temperatures are below 45 degrees F.

1.6 Delivery and Storage

- A. Deliver materials in manufacturer's unopened bundles or containers with the manufacturer's brand and name clearly marked there on.
- B. Shingle bundle wrapping shall be the label of Underwriters Laboratories, Inc.
- C. Store shingles in accordance with manufacturer's printed instructions. Store roll goods on end in an upright position.
- D. Keep materials dry, covered completely, and protected from the weather.

Part2 Products

2.1 Shingles: Minimum 30 year warranty, Architectural shingle, Class A self-sealing; fungus resistant fiberglass strip shingle roofing over manufacturer's approved under-layment based on slope of roof.

- A. Conforming to ASTM D3018 Type I—Self Sealing; UL certification of ASTM D3462, ASTM D316 / UL 997 60-mph Wind Resistance and UL Class A Fire Resistance; and complying with local and Florida Building Codes.
- B. Shingles comprised of a glass fiber mat base with ceramic-ally colored UV resistant mineral surface granules across entire face of shingle; algae resistant copper coated granules with a weight of 205 pounds per square.
- C. Utilize shingle manufacturer's recommended eave, valley, ridge, etc., protection.

- D. Acceptable shingle manufacturers include Certain -Teed, GAF, Owens Corning, or approved equal.
 - 1. Color to be selected by the Owner from the manufacturer's standard colors.
- 2.2 Attic Ventilation: Type accepted by roofing manufacturer and installed according manufacturer's recommendations, as specified, and according to federal, state, and local building codes, whichever is stricter.
 - A. Unless otherwise indicated provide one square foot of net free vent area per 150 square feet of attic area to be vented.
 - B. Provide one square foot of net free vent area per 300 square feet of attic area to be vented when the ventilation is balanced between the lower (eave) and upper (ridge) portion of the attic such that a minimum of 40% and no more than 50% of the required net free vent area is provided in the upper portion of the attic.
 - C. All openings greater than 1/8 inch must be screened to prevent insect penetration and louvered to protect against the entrance of rain and snow.
- 2.3 Underlayment: Type accepted by roofing shingle manufacturer and installed according to local and Florida Building Code subsections 1507.3.8.1 and 1507.3.8.2. Two layers of underlayment are required when roof slope is less than 4 inches rise in 12 inches. Shingle manufacturer's recommended eave, valley, ridge, etc., protection shall be utilized.
 - A. Fiberglass Felt: ASTM D2178.
 - B. Organic Felt: ASTM D226, Type 1.
 - C. Modified Bitumen: ASTM D1970.
- 2.4 Flashing, Edge/Rake Trim, etc.
 - A. Extruded aluminum complying with ASTM B221, not less than 0.078 inch (2mm) thick with two coat fluoropolymer finish or approved equal.
- 2.5 Fasteners
 - A. Roofing Nails: As approved by roofing manufacturer and compliant with local and Florida State building codes.
 - 1. ASTM F1667; Type 1, Style 20 galvanized steel, deformed shanks, with heads 3/8 inch to 7/16 inch diameter.
 - 2. Use nails 1 1/4 inches long for shingles and 3/4 inch long for felt.
- 2.5 Accessories
 - A. Plastic Cement: ASTM D45856, Type 1.
- Part 3 Execution
 - 3.1 Examination
 - A. Verify existing conditions prior to beginning work of this section.
 - B. Verify that deck is of sufficient thickness to accept fasteners and meeting local and state building codes.
 - C. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
 - D. Verify roof openings are correctly framed.
 - E. Verify deck surfaces are dry, free of ridges, warps, or voids.
 - 3.2 Preparation
 - A. Seal roof deck joints wider than 1/16 inch with deck tape.
 - B. At areas where eave protection is to be adhered to substrate, fill knots holes and surface cracks with latex filler.
 - C. Broom clean deck surfaces before installing under-layment or eave protection.
 - D. Install eave edge flashings tight with fascia boards. Weather-lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 6 inches on center.
 - E. Roof accessories, vent pipes, attic vents, and other projections through the roof must be in place and roof flashing installed or ready for installation before laying shingles.
 - 3.3 Fabrication of Metal Work
 - A. Form all metal work true to shape, accurate in size, square, and free from distortion or defects.
 - B. Form all metal work in longest possible lengths. Pre-finished extruded shapes are preferred.
 - C. Hem exposed edges of all metal work on underside 1/2 inch; miter and seam corners.

END OF SECTION

SECTION 07 5000
MODIFIED BITUMINOUS MEMBRANE ROOFING

Part 1 General

1.1 Section Includes

- A. Modified bituminous roofing membrane, conventional application.
- B. Deck sheathing.
- C. Base flashings.
- D. Roofing accessories.

1.2 References

- A. ASTM D41 – Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
- B. ASTM D312 – Standard Specification for Asphalt Used in Roofing.
- C. ASTM D6164 – Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- D. National Roofing Contractors Association (NRCA) – ML104 – NRCA Roofing and Waterproofing Manual.
- E. US Environmental Protection Agency (EPA) – EPA600/R13/116 Method for the Determination of Asbestos in Bulk Building Materials.
- F. Cool Roof Rating Council (CRRC): CRRC Product Rating Program

1.3 Submittals'

- A. Product Data: Provide manufacturer's product data for membrane and bitumen materials, base flashing materials, and surfacing.
 - 1. Manufacturer's Installation Instructions: Highlight any special procedures required for this project.
 - 2. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
 - 3. Manufacturer's Field Reports: Indicate procedures followed.
 - 4. Manufacturer's Certificate(s) indicating compliance with local, State, and Miami-Dade County requirements.
- B. Shop Drawings: Provide manufacturer's drawings for standard details, indicating how they will be used for project and modifications necessary due to alternative conditions. Indicate interface with other materials.
- C. Samples: Submit 2 samples (6x6 inches) illustrating granule surfaced sheet.
- D. Installer's qualification data is to be submitted with Bids.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

- 1. Submit Contractor's Roofing Warranty, Section 017810.

1.4 Quality Assurance and Control

- A. Perform Work in accordance with NRCA Roofing and Water proofing Manual and manufacturer's instructions.
- B. Installer Qualifications: Company specializing in performing the work of this section with all applicable State of Florida licenses and insurance.
- C. Product / Material Qualifications:
 - 1. Obtain products from single manufacturer or from sources recommended by manufacturer for use with roofing system and incorporated in manufacturer's warranty.
 - 2. Provide manufacturer's certification that field applied bituminous coatings and mastics, and field applied roof coatings comply with limits for Volatile Organic Compounds (VOC) per the National Volatile Organic Compound Emission Standards for Architectural coatings.

1.5 Performance Requirements

- A. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- B. Roofing System Energy Performance Requirements: Provide a roofing system identical to components that have been successfully tested by a qualified independent testing and inspection agency to meet the following requirements:

1. Energy Performance: Meet the requirements established by Energy Star and initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to
- 1.6 CRRC-1. Pre-Installation Meeting
 - A. Convene one week before starting work of this Section. Meeting will be held at the job site and shall be attended by the Contractor, Subcontractor (if any), designated HCD personnel, and Owner.
 - B. Review preparation and installation procedures and coordinating and scheduling required with related work.
 - 1.7 Delivery, Storage, and Protection
 - A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
 - B. Store products in weather protected environment, clear of ground and moisture.
 - 1.8 Project Conditions
 - A. Coordinate the work with installation of associated flashings and counter flashings as the Work of this Section proceeds.
 - B. Do not apply roofing membrane during unsuitable weather.
 - C. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
 - D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
 - E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weather proofed the same day.
 - 1.9 Warranty
 - A. See Section 017800 for additional warranty requirements.
 - B. Correct defective Work within a five (5) year period after the issuance date of the final payment on the Project.
 - C. Provide twenty year manufacturer's material and labor warranty to cover failure to prevent penetration of water.
 - D. Roofing System Energy Performance Requirements: Provide a roofing system identical to components that have been successfully tested by a qualified independent testing and inspection agency to meet the following requirements:
 1. Energy Performance: Meet the requirements established by Energy Star and initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC-1.
 - 1.10 Pre-Installation Meeting
 - A. Convene one week before starting Work of this Section. Meeting will be held at the job site and shall be attended by the Contractor, Subcontractor (if any), designated HCD personnel, and Owner.
 - B. Review preparation and installation procedures and coordinating and scheduling required with related Work.
 - 1.11 Delivery, Storage, and Protection
 - A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
 - B. Store products in weather protected environment, clear of ground and moisture.
 - 1.12 Project Conditions
 - A. Coordinate the work with installation of associated flashings and counter flashings as the Work of this Section proceeds.
 - B. Do not apply roofing membrane during unsuitable weather.
 - C. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
 - D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
 - E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weather proofed the same day.
 - 1.13 Warranty
 - A. See Section 017800 for additional warranty requirements.
 - B. Correct defective Work with in a five (5) year period after the issuance date of the final payment on the Project.
 - C. Provide twenty year manufacturer's material and labor warranty to cover failure to prevent penetration of water.

Part 2 Products

2.1 Manufacturers:

- A. Certain Teed—Basis of Design
- B. GAF-product meeting or exceeding criteria specified and Basis of Design.
- C. Siplast-product meeting or exceeding criteria specified and Basis of Design.
- D. Or approved equal product meeting or exceeding criteria specified and Basis of Design.

2.2 Roofing – Conventional Application

- A. Modified Bituminous Roofing: Two ply roofing membrane system -mechanically fastened base ply and self-adhered cap sheet.

2.3 Membrane, Sheet Materials, and Adhesives

- A. Base Ply: Basis of Design, Certain Teed—Flintastic SA Nail base
 - 1. SBS Modified Bitumen, meeting ASTM D4601, Type II and CGSB 37 GP-56M Type 2b, Class C, Grade 1.
 - 2. Thickness: 60 mils per ASTM D5147
 - 3. Tensile Strength: 65 / 40 lbs/inch per ASTM D5147 @ 73 degrees F MD/XD.
 - 4. Elongation: 6%/5 % per ASTM D5147 @ 73 degrees F MD/XD.
- B. Cap Sheet: Basis of Design, Certain Teed—Flintastic SA Cap Cool Star
 - 1. SBS Modified Bitumen, meeting ASTM D6164, Grade G, Type 1, D7505 and CGSB37, GP-56m, Type 1a, Class A, Grade 1.
 - 2. Thickness: 160 mils.
 - 3. Tensile Strength per ASTM D5147:
 - a. At 73.4 +/- 3.6 degrees F MD/XD: 80/55 lbs/inch.
 - b. At 0 +/- 3.6 degrees F MD
 - c. /XD: 115/90 lbs/inch.

Part 2 Products

2.4 Manufacturers:

- A. Certain Teed—Basis of Design
- B. GAF-product meeting or exceeding criteria specified and Basis of Design.
- C. Siplast-product meeting or exceeding criteria specified and Basis of Design.
- D. Or approved equal product meeting or exceeding criteria specified and Basis of Design.

2.5 Roofing – Conventional Application

- A. Modified Bituminous Roofing: Two ply roofing membrane system -mechanically fastened base ply and self-adhered cap sheet.

2.6 Membrane, Sheet Materials, and Adhesives

- A. Base Ply: Basis of Design, Certain Teed—Flintastic SA Nail base
 - 1. SBS Modified Bitumen, meeting ASTM D4601, Type II and CGSB 37 GP-56M Type 2b, Class C, Grade 1.
 - 2. Thickness: 60 mils per ASTM D5147
 - 3. Tensile Strength: 65 / 40 lbs/inch per ASTM D5147 @ 73 degrees F MD/XD.
 - 4. Elongation: 6%/5 % per ASTM D5147 @ 73 degrees F MD/XD.
- B. Cap Sheet: Basis of Design, Certain Teed—Flintastic SA Cap Cool Star
 - 1. SBS Modified Bitumen, meeting ASTM D6164, Grade G, Type 1, D7505 and CGSB37, GP-56m, Type 1a, Class A, Grade 1.
 - 2. Thickness: 160 mils.
 - 3. Tensile Strength per ASTM D5147:
 - a. At 73.4 +/- 3.6 degrees F MD/XD: 80/55 lbs/inch.
 - b. At 0 +/- 3.6 degrees F MD
 - c. /XD: 115/90 lbs/inch.
 - 4. Elongation per ASTM D5147:
 - a. At 73.4 +/- 3.6 degrees F MD/XD: 60%/65%
 - b. At 0 +/- 3.6 degrees F MD/XD: 40%/40%.
 - 5. Dimensional Stability: 0.5% per ASTM D5147.
 - 6. Low Temperature Flex: Pass @ 0 degrees F per ASTM D5147.
 - 7. Tear Strength: 110 / 80 lbs at 73.4 +/- 3.6 degrees F per ASTM D5147.
 - 8. Top Surface: Highly reflective Cool Star granules (Energy Star approved).

9. Initial Solar Reflectance: CRRC-0.70 and ASTM E1980-86.
10. Aged Solar Reflectance: CRRC-0.59 and ASTM E1980-69.
11. CRRC Thermal Emittance: 0.90.
12. Modified Bitumen Coating: Non-oxidized (flux) asphalt, blended with elastomeric styrene-butadiene-styrene (SBS) polymer.
13. Support Mat: High performance, puncture and tear resistant non-woven polyester and fiberglass scrim combination mat.

2.7 Bituminous Materials

- A. Primer: ASTM D41, asphalt type, as approved by roofing manufacturer.
- B. Adhesive: ASTM D4479, Type II, as approved by roofing manufacturer.

2.8 Attic Ventilation: Type accepted by roofing manufacturer and installed according manufacturer's recommendations, as specified, and according to federal, state, and local building codes, whichever is stricter; when attic space exists.

- A. Unless otherwise indicated provide one square foot of net free vent area per 150 square feet of attic area to be vented.
- B. Provide one square foot of net free vent area per 300 square feet of attic area to be vented when the ventilation is balanced between the lower (eave) and upper (ridge) portion of the attic such that a minimum of 40% and no more than 50% of the required net free vent area is provided in the upper portion of the attic.
- C. All openings greater than 1/8 inch must be screened to prevent insect penetration and louvered to protect against the entrance of rain and snow.

2.9 Flashing, Edge/Rake Trim, etc.

- A. Extruded aluminum complying with ASTM B221, not less than 0.078 inch (2mm) thick with two coat fluoropolymer finish or approved equal.

2.10 Accessories

- A. Cant and Edge Strips: Asphalt impregnated wood fiberboard, compatible with roofing material; cants formed to 45 degree angle.
- B. Sealants: As recommended by roofing manufacturer.
- C. Fasteners: As recommended by roofing manufacturer and compliant with local and Florida building codes.

Part 3 Execution

3.1 Examination

- A. Verify that surfaces and site conditions are ready to receive Work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system. Sweep decks to broom clean condition.
- D. Verify deck surfaces are dry.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.
- F. Remove projections that might damage roofing materials.

3.2 Wood Deck Preparation

- A. Verify flatness and tightness of joints of wood decking. Fill knot holes with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.
- C. Replace any damaged or missing decking. Match existing decking in material and thickness.
- D. Prepare decking as required by roofing membrane manufacturer to provide specified warranty.
- E. When indicated in the Scope of Work Write Up, install roof deck insulation and cover board per Section 072000.
- F. Roof accessories, vent pipes, attic vents, and other projections through the roof must be in place and roof flashing installed or ready for installation before laying shingles.

3.3 Membrane Application

- A. Mechanically attach base ply membrane and self-adhered cap membrane in accordance with manufacturer's instructions and compliant with all local and Florida State building codes.
- B. All plies of membrane roofing shall be installed smooth, free from air pockets, wrinkles, fish-mouths, or tears. Ensure full bond of membrane to substrate.
- C. All membrane installation shall include lapped and sealed edges, with ends permanently waterproof.

- D. At end of day's operation, install waterproof cut-off. Remove cut-off before resuming roofing operations.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 8 inches onto vertical surfaces.
 - 2. Insert base flashing into reglets secure and counterflash.
- F. Around roof penetrations, mop in and seal flanges and flashings with flexible flashing.
- G. Coordinate installation of roofing and historic scupper, drain locations and related flashings.
- H. Roof Edges and Terminations:
 - 1. Where nailers occur at roof edges or penetrations to receive metal base flashing, apply a continuous strip of under-layment over the nailers before the first ply sheet is applied.
 - 2. After membrane is installed turn the under-layment back over the roofing, and secure in place with cold applied adhesive before installation of metal edges extending out onto the membrane are installed.
 - 3. Where cants occur (at vertical surfaces), cut off roofing sheets two inches above top of cant strips, except where roof accessories have integral cants, extend membrane over cant and up vertical surface to top of curb or nailer.
 - 4. Where fascia-cant occurs at roof edges, extend membrane beyond outside cant face and cut off at outside after base flashing is installed.
 - 5. Where reglet occurs at vertical surfaces, extend plies roofing sheets up into reglet and full depth of the reglet.
- I. Base Flashing:
 - 1. Provide built-up base flashing over cants as necessary to make Work watertight.
 - 2. Apply flashing on top of roofing, up face of cant and up the face of the vertical surface at least 8 inches above the roofing but not more than 14 inches above the roofing, generally full height beneath counter flashing or top of curb flashing.
 - a. At fascia-cants, extend to top of cant and cut off at top of cant.
 - b. At reglet, extend full depth into the reglet.
 - 3. Use two plies of modified bituminous sheet.
 - a. Extend the first ply four inches out on the roofing, and the second ply three inches beyond the first ply. Lap ends three inches with joints broken 18 inches in each ply. Use smooth surface modified bituminous sheet for first ply.
 - b. Use granular surfaced modified bitumen cap sheet for second ply.
 - 4. Set base flashing in a solid application of cold-applied adhesive.
 - a. Set cap sheet in cold applied adhesive with laps sealed with cold applied adhesive.
 - b. Except for venting roof edges, seal the top edge of the base flashing with roof cement.
 - 5. Except at metal fascia cants, secure top edge of base flashing with nails on a line approximately one inch below top edge, spaced not more than eight inches on center.
 - a. Cover nail heads with roof cement.
 - b. Cover the top of the base flashing with metal counter flashing.
 - c. At the fascia cants secure the top edge of the flashing with fascia compression clamps.

3.4 Cleaning

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by bitumen or other source of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning advice and confirm to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by Work of this Section.

3.5 Protection of Finished Work

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 6200
GUTTERS AND DOWNSPOUTS

Part 1 General

- 1.1 Section Includes
 - A. Gutters and downspouts
 - B. Accessories
- 1.2 References
 - A. ASTM A653: Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy Coated (Galvannealed) by the Hot Dip Process.
 - B. ASTM A792: Standard Specification for Steel Sheet, 55 percent Aluminum Zinc Alloy Coated by the Hot Dip Process.
 - C. ASTM A924: Standard Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot Dip Process.
 - D. ASTM B370: Standard Specification for Copper Sheet and Strip for Building Construction.
- 1.3 Submittals
 - A. Product Data and sizing calculation.
- 1.4 Quality Assurance
 - A. Manufacturer Qualifications: Manufacturer shall have a minimum of five (5) years' experience in the production of sheet metal gutters and downspouts.
 - B. Installer Qualifications: Installer shall have a minimum of five (5) years' experience installing gutters and downspouts to be installed on this Project.
- 1.5 Delivery, Storage, and Handling
 - A. Store materials on dry, level, firm, and clean surface.

Part 2 Products

- 2.1 Materials
 - A. Coil Stock: Match composition of roof flashing to prevent galvanic reaction.
 - 1. Steel: G90 galvanized steel in accordance with ASTM A653 and A924.
 - 2. Aluminum: Formed and coated aluminum coil stock; 3105H24.
- 2.2 Gutters
 - A. K Style Gutter Fabrication:
 - 1. Sized for capacity of roof area, in no case smaller than existing gutters being replaced.
 - 2. Length: Continuous.
 - 3. Thickness: Steel 24 gauge; Aluminum 0.040 inch.
 - 4. Corners: Provide mitered corners, lapped, sealed and riveted. Corners shall extend a minimum of 12 inches from the corner in each direction. Lap joint and sealant where connecting to continuous gutter. Match material, shape and finish of gutter.
- 2.3 Downspouts
 - A. Rectangular Downspout Fabrication:
 - 1. Sized for capacity of roof and flow from gutters, in no case smaller than existing downspouts being replaced.
 - 2. Length: Continuous one piece to fit existing conditions.
 - 3. Texture: Corrugated.
 - 4. Material Thickness: Steel 24 gauge; Aluminum 0.040 inch.
- 2.4 Accessories
 - A. End Caps: match Material, shape and finish of gutter.
 - B. Outlet Tubes: Match material and shape of downspout.
 - C. Gutter Guard: Provide leaf-guard over open gutters.
 - D. Gutter Support:
 - 1. Hidden Gutter Hanger:
 - Manufacturer's standard hidden hanger matching gutter material.
 - E. Downspout Support:

1. Exposed Strap: Matching down spout material, finish, and color.
 2. Miscellaneous downspout components: Provide all necessary elbows, downspout offset sections, and pop rivets as required for a complete installation. All miscellaneous components shall match downspouts.
- F. Fasteners: Of sufficient length to penetrate minimum 1 inch into substrate. Material to match gutters and down spouts to prevent galvanic reaction.
- G. Sealants: Tripolymer, single component sealant as recommended by manufacturer at gutter joints.
- H. Splashpans: Precast concrete.
- 2.5 Finish
- A. Exterior Coating: Silicon Modified Polyester (SMP) applied to exposed side. Color shall be white, ivory, or bronze, unless otherwise indicated.
 - B. Interior coating: Manufacturer's standard primer washcoat.
- Part 3 Execution
- 3.1 Preparation
- A. Verify that substrates are in place and ready for installation of gutters and downspouts.
- 3.2 Installation
- A. Install work securely in place and provide for expansion and contraction of components using lapped and sealed joints.
 - B. Do not install damaged components.
 - C. Separate dissimilar metals to prevent galvanic action through the use of bituminous coating or other permanent separation recommended by SMACNA.
 - D. Space expansion joints in gutters as recommended by manufacturer.
 - E. Rivet joints where required for strength, expose rivet shall match gutter or downspout color.
 - F. Torch cutting of components is not allowed.
 - G. Gutters:
 1. Install gutter supports at no more than 24 inches on center.
 2. Slope gutters evenly to downspouts; provide end caps at gutter ends and seal watertight per manufacturer's instructions.
 3. Install outlet tubes at all downspout locations, seal watertight.
 4. Apply joint sealants at gutter joints in manufacturer's installation instructions.
 5. Install leaf-guard system.
 - H. Downspouts:
 1. Install downspouts, provide elbows and offsets, and secure downspouts to wall construction using downspout supports spaced no more than 10 feet on center. Maximum distance of downspout support from top or bottom of downspout shall be 2 feet. Provide a 45 degree elbow at bottom of downspout to direct water away from wall surface or foundation.
 2. Install splash pans under downspouts.
- 3.3 Cleaning and Protection
- A. Remove damaged, defective or improperly installed materials. Replace with new materials installed per requirements of this Section.
 - B. Clean finished surfaces according to manufacturer's written instructions; maintain clean condition.

END OF SECTION

SECTION 07 9000 JOINT
SEALANTS

Part 1 General

1.1 Section Includes

A. Sealants

1. Sealing of joints in exterior envelope to prevent the entry or escape of water or air.
2. Sealing joints on the interior of the building to prevent the passage of water or air from space to space or between adjacent building materials.
3. Joints of a nature similar to that of joints indicated shall be sealed with same sealer, whether or not specifically indicated or scheduled to be sealed.

B. Joint Backing

1.2 References

- A. ASTM C717—Standard Terminology of Building Seals and Sealants.
- B. ASTM C834—Standard Specification for Latex Sealants.
- C. ASTM C920—Standard Specification for Elastomeric Joint Sealants.
- D. ASTM C1311—Standard Specification for Solvent Release Sealants.
- E. ASTM C1193—Standard Guide for Use of Joint Sealants.
- F. ASTM E84—Surface Burning Characteristics of Building Materials.
- G. Sealant, Waterproofing and Restoration Institute (SWRI)—The Professionals' Guide
- H. Environmental Protection Agency (EPA)—40 CFR 59 National Volatile Organic Compound Emission Standards for Consumer and Commercial Products.

1.3 Definitions

- A. M Type Substrates: Cast-in-place concrete, concrete masonry units, clay brick, masonry mortar, natural stone.
- B. G Type Substrates: Glass and transparent plastic glazing sheets.
- C. A Type Substrates: Metals, porcelain, glazed tile, and smooth plastics.
- D. O Type Substrates: Wood, unglazed tile, substrates not included under other categories.
- E. T Type Substrates: Surfaces bearing pedestrian or vehicular traffic.
- F. NT Type Substrate: Non-traffic bearing surfaces.

1.4 Submittals

- A. Product Data: Provide listing of products to be used and manufacturer's data for each joint sealer, indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, color availability, and installation instructions.

1.5 Delivery, Storage, and Handling

- A. Deliver materials in original containers or bundles with labels showing manufacturer, product name or designation, color, shelf life, and installation instructions.

1.6 Project Site Conditions

- A. Environmental Limitations: do not install sealants if any of the following conditions exist:
- B. Dimensional Limitations: do not install sealers if joint dimensions are less than or greater than that recommended by sealant manufacturer.
- C. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

Part 2 Products

2.1 Sealants

- A. High Movement Silicone Sealant: One- or two-part, ASTM C920, Grade NS, Class 25, Use NT, plus movement capability of 50 percent in extension, 50 percent in compression.
 1. Products:
 - a. Dow Corning Corporation—Dow Corning 790 or 795.

- B. Mildew Resistant Silicone Sealant: One-part ASTM C920, Type S, Grade NS, Class 25, Use NT, formulated with fungicide for interior use on nonporous substrates.
 - 1. Products:
 - a. Dow Corning Corporation–Dow Corning 786.
- C. Butyl sealant:
 - 1. Products: Comply with ASTM C1311.
 - a. Tremco Butyl Sealant.
- D. One-part Nonsag Urethane Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT.
 - 1. Products:
 - a. Bostic–Chem-Calk 900.
 - b. Pecora Corporation–Dynatroll-XL.
 - c. Sika Corporation–Sikaflex 1a.
 - d. Sonneborn BASF Building Products–Sonolastic NP 1.
- E. Pedestrian Paving Joints and Interior Floor Joints:
 - 1. One-Part Pourable Urethane Sealant for Traffic bearing use (T):
 - a. Products:
 - 1. Bostic–Chem Calk 950.
 - 2. Pecora Corporation–Urexpand NR-201.
 - 3. Sonneborn BASF Building Products–Sonolastic SL 1.
 - 2. Multipart Pourable Urethane Sealant for Traffic bearing use (T):
 - a. Products:
 - 1. Pecora Corporation–Urexpand NR200.
 - 2. Sika Corporation–Sikaflex 2c SL
 - 3. Sonneborn BASF Building Products–Sonolastic SL 2.
 - 3. Nonsag Urethane Sealant for Traffic bearing use (T):
 - a. Products:
 - 1. Pecora Corporation – Dynatred.
 - 2. Sika Corporation–Sikaflex 1a.
- F. Latex Sealants:
 - 1. Acrylic Latex Emulsion Sealant: One-part, nonsag, mildew resistant, paintable, complying with ASTM C834.
 - a. Products:
 - 1. Bostik–Chem-Calk 600.
 - 2. Pecora Corporation–AC-20+Silicone.
 - 3. Sonneborn BASF Building Products–Sonolac.

2.2 Accessories

- A. Primer: Nonstaining type, as recommended by joint sealant manufacturer.
- B. Joint Cleaner: Noncorrosive and nonstaining type, recommended by sealant manufacturer; not damaging to substrates, and compatible with joint forming materials.
- C. Backer Rods: Flexible, nonabsorbent, compressible polyurethane foam, either open cell or nongassing closed cell, unless otherwise restricted by sealant manufacturer; preformed to appropriate size and shape.
- D. Bond Breaker Tape: Self-adhesive, polyethylene or other plastic tape, unless otherwise restricted by sealant manufacturer; suitable for preventing sealant adhesion.
- E. Masking Tape: nonabsorbent, nonstaining.
- F. Tooling Agents: Approved by sealant manufacturer; nonstaining to sealant and substrate.
- G. Weep/Vent Products: Round plastic tubing; medium density polyethylene of thickness appropriate to joint.

2.3 Sealant Colors

- A. Sealant colors are to be selected from manufacturer's full range of available colors for each respective sealant and adjacent substrate to match adjacent substrates final color.

Part 3 Execution

3.1 Examination

- A. Examine joints for characteristics that may affect sealant performance, including configuration and dimensions.
- B. Verify that joint backing and release tapes are compatible with sealant and substrate.
- C. Coordinate for repair and resolution of unsound substrate materials.
- D. Inspect for uniform joint widths and that dimensions are within tolerance established by sealant manufacturer.

3.2 Preparation

- A. Prepare joints in accordance with manufacturer's instructions and SWRI.
- B. Cleaning: Just before starting sealant installation, clean joints as follows:
 - 1. Remove loose materials and foreign matter which might impair adhesion of sealant including, but not limited to, dust, dirt, coatings, paint, oil, and grease.
 - 2. Dry out damp and wet substrates thoroughly.
 - 3. Clean A-type and G-type substrates by chemical or other methods that will not damage the substrate.
 - 4. Remove loose particles by brushing and by blowing with oil-free compressed air.
 - 5. Use methods which will not leave residues that will impair adhesion.
 - 6. Concrete: Remove laitance and form-release coatings.
 - 7. Do not cut or damage joint edges.
- C. Prime joint substrates where required by manufacturer's recommendations.
 - 1. Apply primer prior to installation of back-up rod or bond breaker tape.
 - 2. Use brush or other approved means that will reach all parts of joints. Avoid application to or spillage onto adjacent substrate surfaces.
- D. Masking Tape: Use masking tape to keep primers and sealants off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape at the end of each day.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Protect elements surrounding the Work of this Section from damage or disfigurement.
- F. Install fillers where needed to provide proper joint depth or support for sealant backers.
- G. Do not begin joint sealant work until unsatisfactory conditions have been corrected.

3.3 Installation

- A. Backers:
 - 1. Install backing material, to form joints enclosed on three sides as required for specified depth of sealant.
 - 2. Where deep joints occur, install filler to fill space behind the backing rod and position the rod at proper depth.
 - 3. Cut fillers to proper depth for installation of backing rod and sealants.
 - 4. Install backing rod, without puncturing the material, to a uniform depth, within plus or minus 1/9 inch of sealant depth specified.
 - 5. Where space for backing rod does not exist, install bond breaker tape strip at bottom (or back) of joint so sealant bonds only to two opposing surfaces.
 - 6. Install backers at depth required to result in shape and depth of installed sealant which allows the most joint movement without failure.
 - a. Make backers continuous, without gaps, tears, or punctures.
- B. Sealants:
 - 1. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
 - 2. Comply with sealant manufacturer's installation instructions and recommendations, except where more restrictive requirements are specified.
 - 3. Gunnable and Pour-able Sealants: Comply with recommendations of ASTM C1193.

4. Apply sealants only when ambient temperature is between 40 and 100 degrees F.
 5. Do not install sealant type listed by manufacturer as not suitable for use in locations specified.
 6. Avoid dropping or smearing sealant on adjacent surfaces.
 7. Apply sealants with nozzle size to fit joint width.
 8. Shape and Depth: Use methods recommended by manufacturer; completely fill the joint; make full contact with bond surfaces; tool non sag sealants to smooth surface eliminating air pockets.
 - a. Use concave joint shape shown in Figure 8 in ASTM C1193, where not otherwise indicated.
 - b. Depth of sealant at center of joint, unless otherwise required by the Contract Documents or recommended by manufacturer:
 1. For joints up to ¼ inch wide: Depth equal to width.
 2. For joints ¼ inch to ½ inch wide: Depth equal to ¼ inch.
 3. For joints over ½ inch wide: Depth equals to ½ the width but not deeper than ½ inch.
 - c. Contact depth: Twice the depth of sealant at center of joint, unless otherwise required.
- 3.4 Field Quality Control
- A. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements.
 - B. Replace sealant which is improperly installed or damaged during construction process.
- 3.5 Cleaning
- A. Clean adjacent soiled surfaces adjacent to joints as Work progresses and before sealants set using methods and materials approved by manufacturers of sealants and of surfaces to be cleaned.
 - B. Leave adjacent surfaces in a clean and unstained condition.
- 3.6 Protection of Finished Work
- A. Protect sealants from contamination and damage until cured.
 - B. Remove and replace damaged sealants.
- 3.7 Schedule
- A. General
 1. Seal joints in exterior envelope to prevent the entry or escape of water or air, prior to painting.
 2. Seal joints on the interior of the building to prevent the passage of water or air from space to space or between adjacent building materials and assemblies, prior to painting.
 3. Joints of a nature similar to that of joints indicated shall be sealed with same sealer, whether specifically indicated to be sealed or not, unless the Project does not include work in that area.
 - B. Typical Exterior Joints:
 1. Including, but not limited to, wall joints, joints around perimeter of frames, joints around pipes, ducts, conduit penetrating exterior walls, joints in wash surfaces of pre-cast concrete, cast stone, cut stone, or concrete or brick masonry, and exterior joints for which no other sealant is indicated.
 2. Use high movement silicone sealant unless otherwise indicated.
 - C. Metal Flashings:
 1. Including, but not limited to, joints in flashing, edge trim, fascia, coping, where flashing is inserted into reglet in wall, top edge of surface mounted reglets, and between these items and adjacent construction.
 2. Use high movement silicone sealant.
 - D. Exterior door Thresholds: Set thresholds in butyl sealant.
 - E. Typical Interior Joints:
 1. Including, but not limited to:
 - a. Between walls or partitions and adjacent case work, fixed shelving, fixed equipment, lighting fixtures, etc.
 - b. Between concrete or masonry or other material and the perimeters of frames of doors, windows, access panels, etc.
 - c. Between hollow metal jambs and resilient flooring.

- d. Around penetrations such as electrical boxes, plumbing, cabinets, ducts, and other openings in concrete or masonry walls or partitions. Comply with recommendations and details in USG Corporation's "Gypsum Construction Handbook".
 - e. Interior joints for which no other sealant is indicated.
- 2. Use acrylic emulsion latex sealant.
- 3. Between concrete or masonry walls or partitions and adjacent columns, pilasters, walls, partitions, floors, ceilings, or other construction use: One-part, non-sag urethane sealant.
- F. Joints in Interior Wet Areas:
 - 1. Including, but not limited to, toilet rooms, bathrooms, break rooms, kitchens, and between walls or other surfaces and adjacent plumbing fixtures, fittings, and casework.
 - 2. Use mildew resistant silicone sealant.
- G. Joints in Floor or Wall Tile:
 - 1. Including locations specified in Section 093000.
 - 2. Use urethane sealant, Use T for floor joints, use NT for wall joints.
 - 3. Backer: Backerrod.
 - 4. Joint shape: Flush joint configuration.
 - 5. Color: Match adjacent grout color, unless otherwise indicated.
- H. Pedestrian Paving Joints and Interior Floor Joints:
 - 1. Use urethane sealant for Use T.
 - 2. Use bond breakertape.
 - 3. Backer: Joint filler as recommended by sealant manufacturer.
 - 4. Joint shape: Flush joint configuration.

END OF SECTION

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

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

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Office of Labor Relations
LABOR RELATIONS LETTERS

Date: October 26, 2006 (Rev 1)

Letter No. LR 2004-01

- Subject: Administration and enforcement of prevailing wage rates determined or adopted by HUD**
- I. Statutory provisions and prior guidance**
 - II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements**
 - III. Recordkeeping requirements**
 - IV. Payroll deductions and frequency of wage payments**
 - V. Labor standards clauses for routine and non-routine maintenance contracts**
 - VI. Compliance monitoring**

The Department of Housing and Urban Development (HUD) has undertaken efforts to streamline and otherwise reform its policies and instructions relating to the administration and enforcement of prevailing wage rates determined or adopted by HUD (*aka* HUD-determined wage rates). Ultimately, HUD intends to publish regulations and other formal directives relating to these areas. The purpose of this Letter is to provide relief and interim guidance for public housing authorities (PHAs), tribes, tribally designated housing entities (TDHEs), and their contractors. Note that the guidance in this Letter pertains only to HUD-determined wage rates applicable to maintenance and non-routine maintenance. This guidance does **not** pertain to construction work subject to Davis-Bacon and Related Act wage and reporting requirements.

This guidance is provided with the cooperation and advice of the Offices of Public and Indian Housing, Native American Programs, and General Counsel.

I. Statutory provisions and prior guidance

HUD prevailing wage requirements are imposed at Section 12(a) of the U.S. Housing Act of 1937, as amended, for public housing and at Section 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended, for Indian housing and Native Hawaiian housing, respectively. Generally, these clauses require, in part, that all maintenance laborers and mechanics employed in the operation of the housing

project (which includes routine and non-routine maintenance work) be paid no less than the wage rates prevailing in the locality as determined or adopted (subsequent to a determination under applicable State, local or tribal law) by HUD.¹

In developing its operational policies and procedures for these areas of responsibility, HUD relied upon the framework established by the Department of Labor (DOL) for the Davis-Bacon and Related Acts (DBRA). HUD disseminated its policies and procedures in draft Notice 95-01-SL and in associated memoranda, contract standards, training materials and other communications.

DBRA standards are similar to those associated with HUD prevailing wage requirements, but in some cases are more stringent. HUD has discretion to establish policies and procedures for HUD-determined wage rates different from the DOL DBRA standards. HUD has concluded that it is reasonable and desirable to establish a prevailing wage administration and enforcement framework for HUD-determined wage rates that is less burdensome on PHAs, TDHEs, tribes and their contractors.

II. Elimination of payroll certification and submission, payroll deduction and weekly wage payment requirements

Prior HUD guidance required contractors and/or subcontractors performing work subject to HUD-determined wage rates to submit weekly certified payroll reports to the PHA, tribe or TDHE involved, and to comply with DOL regulations at 29 CFR Part 3 concerning permissible payroll deductions. In addition, HUD required that all laborers and mechanics (covered by HUD-determined wage rates) be paid not less often than once a week. These requirements were contained in the draft Notice 95-01-SL and in HUD Form 5370, General Conditions (for non-routine maintenance). Effective immediately, HUD is amending its guidance and HUD Form 5370 to eliminate the payroll certification and submission and weekly wage payment requirements.²

Note that with regard to records, the HUD is eliminating only the requirements to certify and submit payroll reports. This action does not relieve contractors and/or subcontractors of

¹ Note that under NAHASDA, HUD-determined wage rates may be preempted by tribally determined prevailing wage rates; see ONAP Program Guidance No. 2003-04. Additionally, bona fide volunteers are excluded from HUD prevailing wage requirements; see 24 CFR Part 70.

² Following consultation with the Department of Labor, HUD has concluded that DOL regulations at 29 CFR Parts 3 and 5 are not germane where HUD prevailing wage requirements are applicable.

their obligations to create and maintain records demonstrating their compliance with HUD-determined prevailing wage requirements.

See Sections III and IV of this Letter concerning recordkeeping, payroll deduction and pay frequency requirements.

III. Recordkeeping requirements

PHAs, tribes, TDHEs, and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work records containing information demonstrating compliance with the prevailing wage rates determined (or adopted) by HUD and applicable to the work.³ These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate or rates of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by authorized representatives of the PHA, tribe, TDHE and/or HUD.

IV. Payroll deductions and frequency of wage payments

Employers (PHAs, tribes, TDHEs, contractors and/or subcontractors) must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations). These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period may not be of any duration longer than semi-monthly.

³ The recordkeeping burden reflected is required by DOL and approved by the Office of Management and Budget under control number 1215-0017.

V. Labor standards clauses for routine and non-routine maintenance contracts

PHAs, tribes and TDHEs that award contracts for routine or non-routine maintenance work must incorporate into the contract (and bid specifications, if applicable) appropriate labor standards clauses to obligate and ensure the compliance of the contractor and any subcontractors. HUD has published labor standards clauses applicable to routine and non-routine maintenance in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II⁴. The applicable HUD wage decision must also be incorporated into the contract and any bid specifications.

VI. Compliance monitoring and employee interviews

PHAs, tribes and TDHEs shall perform contractor compliance monitoring with such frequency and depth as appropriate (based upon the scope and duration of the contract involved) to ensure that all laborers and mechanics are paid no less than the HUD prevailing wage rate for the type of work they perform. Such compliance monitoring shall include interviews with the employees. Contractors and/or subcontractors shall permit authorized representatives of the PHA, tribe, TDHE or HUD to interview employees during normal working hours.

Any questions regarding this Letter should be directed to the field or Regional HUD Labor Relations staff responsible for the jurisdiction involved. A list of Labor Relations staff and contact information is available at the Office of Labor Relations website:

www.hud.gov/offices/olr

/S/

Edward L. Johnson

Director

Office of Labor Relations

⁴ Available at HUDClips (www.hudclips.org/cgi/index.cgi) and the Office of Labor Relations web site (www.hud.gov/offices/olr).

PERSONNEL AND PARTICIPANT CONDITIONS

1. **Non-Discrimination.** In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural 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 CDBG funds. Bidder shall comply with 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. Bidder shall at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1. HUD's Title VI regulations specify types of prohibited discrimination. Bidder must not, for example, based on race, color, or national origin deny a person housing or services; provide different housing or services than those provided others; subject a person to segregation or separate treatment in the receipt of housing or services; use different admission or eligibility requirements for housing or services; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

Bidder shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by Lighthouse shall include a provision for compliance with these regulations. Bidder shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** Bidder shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by Bidder shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. Bidder shall keep records and documentation demonstrating compliance with these regulations.

3. **Compliance with Davis-Bacon Act.** Bidder shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. Bidder shall also place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. If the attached Wage decision is no longer current at the time of contracting, Bidder must ensure that a current copy is used. Bidder shall ensure that a current copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1521) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. Bidder shall also require the contractor to obtain weekly certified payroll reports. Bidder shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be submitted to the City for review on a monthly basis.

4. **Copeland "Anti-Kickback" Act.** Bidder shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.

5. Contract Work Hours and Safety Standards Act: Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the City for review on a monthly basis.

6. Handicapped Accessibility Requirements. Bidder shall construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with these regulations.

7. Utilization of Minority/Women's Business Enterprises. Bidder will use its best efforts to ensure that minority/women's business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Bidder shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by Bidder shall include a provision for compliance with these regulations. Bidder shall keep records demonstrating compliance with this provision including the affirmative steps taken to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts.

8. Political Activities. Bidder shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. Bidder further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

9. Anti-Lobbying Provision. Bidder shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Bidder and any contractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying". Bidder shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

10. Conflict of Interest. In the procurement of supplies, equipment, construction and services, Bidder shall comply with the conflict of interest rules in 24 CFR §84.42. Bidder shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by Bidder to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" who exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. "Person" includes employees, agents,

consultants, officers, elected officials, appointed officials, or of any designated public agencies or of subrecipients receiving CDBG funds. Bidder agrees that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. Bidder shall also keep records supporting requests for waivers of conflicts.

11. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.

Bidder shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable. Bidder shall comply with the provisions of the “Section 3 Clause”, and require all subcontracts to contain a copy of the Section 3 clause. Bidder shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

12. Faith-Based Activities.

(a) Equal treatment of program participants and program beneficiaries.

(1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization’s religious character or affiliation.

(b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

(d) Beneficiaries. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. (e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG - funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

13. **Drug Free Workplace.** Bidder will provide a drug-free workplace. Bidder shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. Lighthouse shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements". Bidder will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

14. **Program Requirements.** Bidder agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.

15. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063.** Bidder shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

16. **Resident Aliens.** Bidder shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

17. **Debarment and Suspension.** Bidder shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR Part 2424. Bidder shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that Bidder has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Bidder shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

18. **Building, Zoning, and Permits.** Bidder agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, Bidder shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

"General Decision Number: FL20240077 01/05/2024

Superseded General Decision Number: FL20230077

State: Florida

Construction Type: Residential

County: Orange County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

IRONWORKER, REINFORCING.....	\$ 16.88 **	0.00
LABORER: Common or General.....	\$ 9.50 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 11.10 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61 **	0.00
PLASTERER.....	\$ 13.59 **	0.00
PLUMBER.....	\$ 15.04 **	0.00
ROOFER, Includes Built Up,		

Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

CONTACT INFORMATION

Address: 126 E. Colonial Dr., Orlando, FL 32801

Phone: (407) 898-3777

Email: leeann@rttb.org