

# **REQUEST FOR PROPOSAL FOR WINDOW CONTRACTOR**



**OakPointe Centre – Former Palm Beach Factory**  
**419 Bourne Street**  
**Somerset, Kentucky**

**On Behalf of:**



**Issue Date: July 10, 2025**

**Submittal Due Date: August 13, 2025**

**Prepared By:**



## 1.0 Introduction & Intent

OakPointe Centre (OakPointe) was awarded a Brownfield Cleanup Grant by the United States Environmental Protection Agency (USEPA) in May of 2023 to complete abatement and cleanup activities of the former Palm Beach Factory in Somerset, Kentucky. Linebach Funkhouser Inc. (LFI) was selected to serve as the Qualified Environmental Professional (QEP) to execute and manage the USEPA Brownfield Cleanup Grant on behalf of OakPointe. The Lake Cumberland Area Development District (LCADD) was retained as a sub-grantee to assist with project administration.

With this Request for Proposal (RFP), LFI is seeking a qualified Window Contractor to complete window replacement for the former Palm Beach Factory. The Window Contractor will be selected according to the selection criteria outlined in this RFP. The Technical Bid Specifications and associated Bid Form are provided as an attachment to this RFP.

## 2.0 Project Background

The former Palm Beach Factory is located at 419 Bourne Avenue in downtown Somerset, Kentucky. The former factory is a two-story building consisting of approximately 100,000 square feet and was originally built in 1946, with an expansion to the west in 1969. As part of the USEPA Brownfield Cleanup Grant, hazardous building materials (asbestos and lead based paint) are being abated/removed, including the original windows. This work is being completed by IMAC Environmental, a Kentucky-licensed abatement contractor, including the complete removal of the window components.

## 3.0 General Project Requirements

- i. The successful Window Contractor shall comply with all applicable federal, state, and local laws and regulations, including federal cross cutting regulations such as the Davis Bacon Act and the Buy America Build America Act. The window Contractor must also comply with all regulations applicable to the USEPA Brownfield Program and will be subject to all Terms and Conditions of the Cooperative Agreement between the USEPA and OakPointe. The Cooperative Agreement is provided as an attachment to this RFP.
- ii. Any sub-Contractors that are procured by the Window Contractor **MUST** be approved by LFI and Oakpointe and **MUST** be procured in accordance with 2 CFR 200 and the USEPA’s “Six Good Faith Efforts”. LFI reserves the right to dismiss any sub-Contractors or workers that were not properly procured or approved by LFI or OakPointe. Please inform LFI of any anticipated procurements outside of the responding firm.
- iii. Any sub-Contractors that are procured will be subject to compliance with the above-stated regulations.

- iv. Davis-Bacon Act Prevailing Wages for Pulaski County dated March 14, 2025, are attached to this RFP. Contractors will be expected to comply with these Prevailing Wages and are responsible for ensuring any updates to these Prevailing Wages are implemented. This project is classified as “BUILDING” construction type, and all prevailing wages must be categorized as such. Additionally, contractors are expected to provide all necessary documentation as required under the Davis-Bacon Act. Audits will be conducted by LFI on a routine basis to ensure that all requirements are being met. Certified weekly payroll with backup documentation is **required**.
- v. Disadvantaged Business Enterprises/Minority Business Enterprises/Women Business Enterprises are encouraged to apply. LFI is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, or sex.
- vi. The Window Contractor is required to complete a mandatory site visit prior to bid submittal to ensure a high level of familiarity with the project. **LFI will host this mandatory site visit on July 29, 2025 at 11:00am**. If the Window Contractor is unable to attend, a site visit must be scheduled via email with Ms. Brenda Russell of OakPointe Centre. Ms. Russell’s email is [oakpointecentre@gmail.com](mailto:oakpointecentre@gmail.com).
- vii. A webinar that goes through project details and explains the bidding process will be hosted via Zoom on July 31, 2025 at 10:00 am. The Window Contractor representative must supply an email address to Mr. Andrew Bergman of LFI to attend. His email address is [abergman@lfienv.com](mailto:abergman@lfienv.com) . This webinar will be recorded and posted as an addendum to this RFP.
- viii. The Window Contractor must include a 5% Bid Bond and a 100% Payment & Performance Bond with an AM Best rating of A+ or higher with their submittal.
- ix. The Window Contractor must include a Certificate of Insurance showing \$5,000,000 or greater in general liability coverage with an AM Best rating of A+ or higher with their submittal. Successful bidders are to provide a payment bond of 100% of the contract price.
- x. The Window Contractor’s proposal/bid shall not circumvent the scope of work and requirements laid out in the RFP package.
- xi. LFI and OakPointe Centre retain the right to reject any proposal that is submitted.
- xii. LFI retains the right to reject all proposals and re-solicit if deemed to be necessary and in the project’s best interest. In the event that one (1) bid is received, LFI has the option to negotiate profit with the responding firm as a separate element of the contract price as required by 2 CFR 200.324(b).

#### 4.0 Proposal Submission

All proposals must be addressed to and submitted by August 13, 2025, at 5:00 PM Eastern Time to:

Mr. Andrew Bergman, Project Geologist  
Project Manager  
Linebach Funkhouser Inc.  
114 Fairfax Avenue  
Louisville, Kentucky 40207

Any questions must be submitted by August 5, 2025. LFI will respond by August 8, 2025. Questions are to be submitted by email to:

Mr. Andrew Bergman  
[abergman@lfienv.com](mailto:abergman@lfienv.com)

Responses to any questions submitted, if any, will be provided as an addendum to this RFP and will be posted on the LCADD and Lynn Imaging websites.

#### 5.0 Proposal Contents

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of this RFP may be disqualified at the discretion of LFI and OakPointe.

- i. Cover Letter – A letter signed by an officer/principal of the firm, binding the firm to all of the commitments made in the proposal.
- ii. Contact Information – The name, address, and contact person of the firm submitting the proposal.
- iii. Demonstrated Experience in Completing Similar Work/Projects – Describe experience with abatement services relevant to the project scope. Please provide a minimum of three (3) representative projects, including a description of the project, project period, project cost, name of client, primary contact person, and their contact information. These projects and client contacts can serve as your references.
- iv. Experience and Capacity of Proposed Project Team – Please provide the background and relevant experience of significant project participants, including Project Manager and On-Site Team Lead. The proposal must show that the responding firm has the capacity to perform the full scope of services outlined in the attached Technical Bid Specifications.
- v. Demonstrated Knowledge of Applicable Laws and Regulations – Describe experience and knowledge of any relevant OSHA requirements and the Davis-Bacon Act, including wage determination, certified payroll, and any audit findings.

- vi. Anticipated Work Plan and Project Schedule – Based on the Technical Bid Specifications, describe a tentative project schedule with start and end dates. Note that these dates are subject to change.
- vii. Reasonableness of Bid/Cost Justification – Please provide a justification for the costs associated with carrying out all tasks as specified in this RFP and the provided Technical Bid Specifications. Provide a completed copy of the Bid Form found in the Technical Bid Specifications as an attachment to your proposal.
- viii. References – Please provide a minimum of three (3) professional references with a description of the project, project period, project cost, name of client, primary contact person, and their contact information. References will be contacted by LFI and OakPointe to determine the quality and validity of the reference as it relates to this project.
- ix. Affirmations – Please affirm to the following:
  - a. I certify that my company, \_\_\_\_\_, is presently not suspended and has not been debarred from doing business with federal funds.
  - b. I agree to honor the price provided on the bid form for the duration of this project and no change orders will be submitted unless approved by LFI.
  - c. I affirm that our proposal/bid is in compliance with the requirements laid out in this RFP package.
  - d. I affirm that no sub-Contractors will be procured or used without the explicit permission of LFI and/or OakPointe. I further affirm that no sub-Contractors will be procured without following the guidance found at 2 CFR 200.
  - e. I affirm that all Davis-Bacon Act requirements will be adhered to for the duration of this project and that my company will provide all necessary documentation to ensure these requirements are satisfied.
- x. Attachments – Proof of Bonds, Certificate of Insurance, certifications, licenses, proof of no debarment.

## 6.0 Evaluation Criteria

Respondent submittals will be evaluated based on the following criteria with the associated point values:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Reasonableness of cost proposal/bid form	40
Demonstrated experience in completing similar work/projects	20
Experience and capacity of team personnel	10
Anticipated work plan and project schedule.	10
Demonstrate knowledge of rules and regulations that pertain to this scope of work, including Davis Bacon Act.	10
References from similar work/projects (minimum of 3)	10
<b>Total Points</b>	<b>100</b>

A score sheet that will be used by OakPointe to evaluate and rank submittals is provided as an attachment. The two highest scoring firms may be invited to an interview with OakPointe, LFI, and LCADD for final evaluation and selection. **Note that the final selection will be made at the sole discretion of OakPointe as the Brownfield Grantee.**

# **Attachments:**

**Technical Bid Specifications**

**Scoresheet**

**Cooperative Agreement**

**DBA Prevailing Wages for Pulaski County**

**Davis-Bacon Act Requirements**

# TECHNICAL BID SPECIFICATIONS

## Window Replacement



**OakPointe Centre - Former Palm Beach Factory**  
**419 Bourne Avenue**  
**Somerset, Kentucky**



**Prepared by:**



**Linebach ■ Funkhouser, Inc.**  
ENVIRONMENTAL COMPLIANCE & CONSULTING

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## 1.0 Introduction

The property includes a 2-story, 100,000 square foot structure known as the former Palm Beach Factory, which is situated on 5.92 acres. The former Palm Beach Factory is located in a predominately residential area on the southern side of the historic downtown area of Somerset, Kentucky. The original portion of the building was built in 1946 and is constructed of brick/concrete block on a concrete foundation with a flat roof. An addition was added to the west in 1969, which consists of a steel frame with metal siding/brick on a concrete slab. Asphalt parking lots are located around the building, including loading docks on the east and west ends of the full building. Bottom floor/basement access is available on the north side of the building.

The building was originally constructed as the Goodall Company factory, a men's clothing manufacturer, replacing a number of single-family residences. In the 1970s, the Goodall Company changed its name to the Palm Beach Company and continued to operate the factory until its closure in 2002. Various other tenants used the building for short periods of time through the 2000s and 2010s. Due to the age of construction and a general lack of remodeling activities, asbestos-containing building materials (ACM) and lead-based paint (LBP) have been identified in the building through a previous environmental assessment. These hazardous building materials are being abated by a Kentucky-licensed abatement contractor, including the full removal of all window components. The building will be redeveloped into the OakPointe Centre, and the scope of this work is to replace all previously-removed windows and a limited number of external doors.

## 2.0 Site and Project Description

The property is located at 419 Bourne Avenue, in downtown Somerset, Kentucky. All previously removed windows and doors are to be replaced with new, efficient windows and doors.

**Contact(s):** Brenda Russell  
OakPointe Centre  
119 South Central Avenue  
Somerset, Kentucky 42501  
[oakpointecentre@gmail.com](mailto:oakpointecentre@gmail.com)

Andrew Bergman, PG  
Linebach Funkhouser, Inc.  
114 Fairfax Avenue  
Louisville, Kentucky 40207  
[abergman@lfienv.com](mailto:abergman@lfienv.com)

**Work Site Address:** Former Palm Beach Factory  
419 Bourne Avenue  
Somerset, Kentucky 42501

**Latitude/Longitude:** 37.08472672509412 N / -84.6011339120793 W

### 3.0 Work Description

Work will consist of the replacement/installation of new windows and doors. Existing windows and doors are being removed/abated by another sub-contractor prior to this scope of work being executed.

All work shall be done in accordance with all applicable federal, state, and local laws and regulations.

The Owner, for purposes of this demolition project, is OakPointe Centre and the Owner's site representative is Linebach Funkhouser, Inc.

A description prepared by the Contractor and included in the Contractor's Work Plan will be required as to how compliance will be achieved with U.S. Occupational Safety & Health Administration (OSHA) and Kentucky Labor Cabinet, Department of Workplace Standards, statutes and regulations, including health and safety policies and procedures specific to this project.

### 4.0 General Provisions

1. **Mobilization:** The Contractor shall be responsible for mobilizing all equipment, materials, supplies, and personnel to the site. All Contractor's (and sub-Contractor's) equipment mobilized to the site shall be thoroughly cleaned prior to mobilization. Equipment that is not visibly clean upon site mobilization shall be taken off site and cleaned by the Contractor (or their sub-Contractor) prior to remobilization at no additional cost to the Owner.
2. **Compliance:** All work performed under these specifications must adhere to all laws, statutes, ordinances, codes, regulations, and requirements of all inspection and regulatory agencies and the work performed according to these requirements. If the specifications do not set forth all such requirements, this does not relieve the Contractor of the responsibility to adhere to all requirements necessary for completing the contract in accordance with all applicable laws, statutes, ordinances, codes, regulations, and requirements. If differing site conditions are found during the execution of work, they shall be immediately brought to the attention of the Owner or Owner's site representative for review and direction. The Contractor is responsible for any fees associated with obtaining permits or other compliance-related items.

The Contractor must attest in its proposal that: (1) Davis-Bacon Act requirements will be met, (2) the Contractor or any of its sub-Contractors are not currently debarred from conducting work for the U.S. government, and (3) the Contractor or its sub-Contractors have no outstanding OSHA violations. If sub-Contractors are contemplated, then the Contractor should consider using Disadvantaged Business Enterprises, Minority Business Enterprises, and/or Women's Business Enterprises, if appropriate.

The Contractor shall hold the Owner and the Owner's representative harmless for failure to comply with any applicable work, abatement, transport and disposal, environmental, health, safety, or other regulation on the part of himself/herself, his/her employees, or his/her sub-Contractors.

All references to codes and standards within this specification are made for informational purposes only. They are not intended nor shall they be interpreted as being all-inclusive. The Owner or Owner's representative shall not be liable for the Contractor's negligence in compliance with any applicable code, law, or regulation not cited in this specification. In cases of conflict between this specification and any applicable code, law, and/or regulation, the stricter wording shall apply and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect as if copied directly into the contract documents, or as if published copies are bound herewith.

3. **Contractor's Site Inspection:** It shall be the responsibility of the Contractor to inspect the site prior to submitting a bid to determine pertinent factors such as access, zoning, easements, scope of work, condition of improvements, etc. The submission of a bid will be construed as evidence that inspections and investigations have been made. Later claims for such items which could have been foreseen had inspections/investigation been made shall not be recognized. The Contractor's supervisory personnel will conduct a site safety audit prior to full mobilization.
4. **Public Protection:** The Contractor shall provide for adequate protection to safeguard the public at all times. The Contractor shall employ watchmen when necessary, and shall furnish and maintain barricades and other devices considered necessary for the protection of the public and for site security. Site fencing will be furnished by the abatement sub-contractor.
5. **Street or Roadway Obstruction:** If a street is to be closed or obstructed, a permit shall be secured by the Contractor from the proper authority. The Fire Department and Police Department involved shall be given notice, as appropriate, by the Contractor of the time when such street or road is to be closed or obstructed. The property is adjacent to Bourne Avenue and Haley Street and precautions must be taken to keep pedestrians out of the work zone and to prevent damage to the streets.
6. **Protection of Adjacent Properties:** The Contractor shall use every precaution to prevent damage to adjacent property and buildings. All equipment, tools, and materials permitted to remain on site during the operations shall be neatly stored in such a manner as will not interfere with the rights and privileges of the adjacent property owners. The Contractor shall hold the Owner and Owner's site representative harmless from damages or claims on adjacent properties from its site operations.

7. **Spill Cleanup:** A release of oil, fuel, coolant, or any other liquids from equipment must be immediately cleaned up to the satisfaction of the Owner and at no cost. If the release is at or above a reportable quantity, then the Contractor must make the required notifications. The Owners representative must also be informed of any reportable spills.
8. **Open Burning:** In compliance with 401 Kentucky Administrative Regulations (KAR) 63:005, no open burning of improvements, trash, debris, or waste material will be permitted. Should open burning by unknown parties take place on the site, the Contractor shall immediately notify the Owner and the appropriate regional office of the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division for Air Quality, and local law enforcement authorities. A written report of these notifications is to be submitted to the Owner or Owner's site representative within 5 working days of the discovery of the burning.
9. **Sidewalk, Street, and Roadway Cleanliness and Repair:** The Contractor shall keep sidewalks, streets, and roadways free of dirt and debris carried from the site on equipment and vehicle tires and tracks. It is recommended, but not mandatory, that the Contractor document the condition of sidewalks, streets, and roadways prior to the beginning of the work. Any damage will be repaired by the Contractor at the Contractor's expense.
10. **Site Cleanup & Restoration:** The Contractor shall, at all times, keep the project premises and surrounding area free from the accumulation of waste materials or rubbish caused by its operations in connection with the project. Materials will not be allowed to accumulate in a manner that poses safety concerns to the site, site workers, or adjacent properties. Upon completion of the work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's equipment, tools, machinery, and surplus materials, and leave the project in a clean and usable condition satisfactory to the Owner and Owner's site representative. If the Contractor fails to clean up as provided in the contract documents, the Owner or Owner's site representative may perform the cleaning tasks and charge the cost to the Contractor. The Contractor will not demobilize from the site until the Owner and Owner's site representative have inspected the property and have verified completion of any punch list items.
11. **Safety of Persons and Property:** The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the specifications or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the contract. The Contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, and local environmental, health, and safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the location where the work is being performed. The Owner or Owner's

- site representative have the right to remove or bar any employee of the Contractor or sub-Contractor for failure to comply with site health, safety, and security requirements. The Owner or Owner's site representative also has the authority to suspend work, at the Contractor's expense, if it is determined that unsafe practices are being conducted at any time. All site personnel have the authority to stop any unsafe activity being performed that is a violation of the Contractor's Health & Safety Plan, at no cost to the Owner.
12. **Sanitary Facilities for Workers & Water Source:** The Contractor shall provide portable sanitary facilities for its employees. The facilities are to be periodically maintained to prevent odor issues. OakPointe Centre will provide access to potable water. If the Contractor requires additional water, such as using a fire hydrant(s) as a water source, the Contractor shall be responsible for securing all applicable permits and satisfying all notification requirements, prior to using the hydrant(s) as a water source.
  13. **Electric Service:** OakPointe Centre will provide access to electrical service as needed.
  14. **Transportation of Material:** All over-the-road vehicles and drivers are to be U.S. Department of Transportation compliant. Vehicles shall not be loaded over their legal capacity.
  15. **Demobilization:** The Contractor shall remove all equipment, materials, supplies, and personnel from the site.
  16. **Work Quality:** If any work is found to be incomplete, inadequate, or unsuitable, the Contractor will be required to correct the situation in a timely fashion at no additional cost to the Owner. If the Contractor does not act sufficiently or in a timely fashion, the Owner reserves the right to correct the situation using another Contractor and back charge the original Contractor's account for these expenses.

## 5.0 Special Provisions

1. **Site Access and Equipment Staging:** The Contractor will indicate in its Work Plan where equipment and waste containers (if any) will be staged on-site.
2. **Proposal Requirements:** The Contractor must provide in its proposal an outline of the methods and means it will use to accomplish the objectives and requirements in these specifications, including sequencing of work and a project timeline. The proposal will include a current certificate of insurance and a list of any sub-Contractors.
3. **Contractor's Work Plan:** The Contractor will be requested to clarify his/her bid relative to the requirements included in this performance-based specification. Within 5 days of award, the Contractor will submit a work plan stating in writing how each of the specified provisions will be met. Included will be a project schedule, contact list, organization chart, a list and copies of all required permits, notifications, and

applications, and a Contractor site-specific Health and Safety Plan (HASP) prepared under the supervision of a qualified health and safety professional, and to include Safety Data Sheets of all materials and chemicals proposed for storage/use on-site. The HASP shall cover all personnel who will be employed by the Contractor, including direct employees and those of sub-Contractors. At a minimum, the HASP must meet the requirements of 29 CFR 1910 and 1926, as applicable.

The Owner's representative will review the Work Plan and note any deficiencies prior to the start of work. This review shall in no way be construed as permitting any departure from the bid specifications or Contract and does not relieve the Contractor of any responsibility to comply with applicable laws, rules, and regulations.

4. **Documentation:** The Contractor shall, as a condition of final payment, provide all project related documentation, including but not limited to photographs, daily logs, safety meeting records, permits, bills of lading, manifests, weight tickets, citations, incident reports, and proof that all employees and sub-contractors have been paid.
5. **Schedule:** Contractor will be required to work with the existing abatement contractor to establish a project schedule that allows the window contractor to install new windows as soon as abatement activities are completed.
6. **Payment Terms:** Payment of any amounts not in dispute will be paid on a pay-when-paid basis.

## 6.0 Window Specifications

1. The Window Contractor will be responsible for installing windows and doors, as referenced in the **Appendix C** drawings.
2. Window Contractor shall field verify all window opening dimensions prior to manufacturing.
3. Windows shall be commercial storefront style units with 2"x4½" frames with a dark bronze anodized finish. Glass is to be 1" insulated, high performance clear tempered glass Low-E with argon.
4. Doors shall be either narrow or medium stile with continuous hinging, concealed vertical rod panic hardware with a keyed lock, and 1" diameter pull handles. Must also include and install drop plates, weatherstripping, threshold, and sweep.
5. All windows and doors must have exterior perimeter caulking.
6. The Contractor must follow all installation recommendations from window manufacturer.

7. The Contractor must meet all specifications as outlined in **Appendix D**.

### 7.0 Review & Approval

	Name	Date
Draft Reviewed By:		7/10/2025
Final Reviewed By:		7/10/2025

Complete the Bid Form in **Appendix A** and return with your complete proposal. **Proposals are due by 5:00 pm local time on August 13, 2025.** Pricing shall be honored for 60 days from date of submittal. OakPointe Centre and LFI reserve the right to select any contractor based on price and/or qualifications, or to select no contractor and not proceed with the project.

# **APPENDIX A**

## **Bid Form**

**BID FORM**  
**Window Replacement**  
**OakPointe Centre (Former Palm Beach Factory)**  
**Somerset, Kentucky**

**Bidder Name and Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Bidder Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Task	Description	Unit	Total Cost
1	<b>Mobilization/Demobilization;</b> including all permits, submission of Contractor’s Work Plan, Health & Safety Plan, moving resources to and from the project site	Lump Sum	\$ _____
2	<b>On-site Work Activities;</b> including fabrication and installation of all windows and doors as specified in the Technical Bid Specifications.	Lump Sum	\$ _____
	<b>TOTAL PROJECT LUMP SUM</b>		\$ _____

**Note:** This completed Bid Form shall be included with proposal. **Proposals are due by 5:00 pm local time on August 13, 2025.**

Return the proposal to:

Andrew Bergman, PG  
 Linebach Funkhouser, Inc.  
 114 Fairfax Avenue  
 Louisville, Kentucky 40207  
[abergman@lfienv.com](mailto:abergman@lfienv.com)

# **APPENDIX B**

## Score Sheet

# Window Contractor Selection Score Sheet

## USEPA Brownfield Cleanup Grant

### OakPointe Centre - Former Palm Beach Factory



\_\_\_\_\_  
Name of Firm Being Scored

\_\_\_\_\_  
Name of Reviewer & Date

Score Category	Evaluation Criteria	Awarded Point Threshold Ranges	Awarded Points
A	Cost Proposal/Bid Form (up to 40 points possible)	A. Proposed price is highly reasonable <b>and</b> meets project requirements. – 25 points B. Proposed price is fairly reasonable <b>and</b> meets most project requirements. – 15 points C. Proposed price is not reasonable <b>and/or</b> does not meet project requirements. – 0 points	
B	Experience with Similar Work/Projects (up to 20 points possible)	A. 3 or more completed similar scale/scope work/projects. – 20 points B. 1-2 completed similar scale/scope work/projects. – 10 points C. No similar scale/scope projects completed. – 0 points	
C	Experience & Capacity of Team (up to 10 points possible)	A. Team is highly experienced with excess staffing capacity <b>and</b> ability to meet or exceed project schedule. – 20 points B. Team has some experience with adequate staffing capacity <b>and</b> ability to meet project schedule. – 10 points C. Team has no experience and/or insufficient staffing capacity <b>and</b> unable to meet project schedule. – 0 points	
D	Anticipated Work Plan & Project Schedule (up to 10 points possible)	A. Proposed work plan <b>and</b> project schedule meet project requirements. – 15 points B. Proposed work plan <b>and</b> project schedule meet most project requirements. – 10 points C. Proposed work plan <b>and</b> project schedule do not meet project requirements. – 0 points	
E	Knowledge of Rules & Regulations (up to 10 points possible)	A. Demonstrated high knowledge of applicable rules and regulations, including DBA. – 10 points B. Demonstrated sufficient knowledge of applicable rules and regulations, including DBA. 5 points C. Demonstrated lack of knowledge of applicable rules and regulations, including DBA. – 0 points	
F	References (up to 10 points possible)	A. 3 or more <b>contacted and verified</b> references. – 10 points B. 1-2 contacted and verified references. – 5 points C. No valid references. – 0 points	
<b>TOTAL POINTS AWARDED</b>			

**Score Category Comments:**

A	
B	
C	
D	
E	
F	

## **APPENDIX C**

### Window Scheme Drawings/Plans

## ACCESSIBILITY

THE FOLLOWING NOTES ARE ADA GUIDELINES AND ARE FOR GENERAL INFORMATION ONLY. LISTED ITEMS DO NOT REPLACE OR AMEND FEDERAL, STATE OR LOCAL CODES. IN THE CASE OF CONFLICT WITH THE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.)

1. ALL EXTERIOR DOORS SHALL HAVE A 24" CLEAR HORIZONTAL OPEN SURFACE AREA AT THE STRIKESIDE/PELLETS OF DOORS. ALL INTERIOR DOORS SHALL HAVE 1" CLEAR AT THE STRIKESIDE/PELLETS OF DOORS. PROVIDE 12" CLEAR HORIZONTAL SURFACE ON THE PUSH SIDE/STRIKE OF ALL DOORS. ALL LOCKS/HANDLES SHALL HAVE A LEVER HANDLE UNLESS NOTED OTHERWISE AND SHALL OPEN FROM INSIDE OF THE SPACE WITH ONE MOTION AND REQUIRE NO SPECIAL KNOWLEDGE OR EFFORT. THUMB-TURNS OR SURFACE DEGRAS ARE NOT ALLOWED ON THESE DOORS.
2. THRESHOLDS SHALL NOT EXCEED 1/2" IN HEIGHT AND SHALL HAVE A SLOPE NO GREATER THAN 1:2.
3. ALL EMERGENCY EXIT DOORS AND SIGNAGE TO COMPLY WITH FEDERAL, STATE AND MUNICIPAL CODES FOR ACCESSIBILITY.
4. GENERAL CONTRACTOR SHALL ALLOW FOR APPLIED FINISH DIMENSIONS IN ADDITION TO STANDARD CONSTRUCTION TOLERANCES IN ACHIEVING ALL ACCESSIBILITY CLEARANCES PER APPLICABLE GUIDELINES.
5. EMERGENCY WARNING SYSTEMS SHALL COMPLY WITH ADA REQUIREMENTS FOR THE HEARING AND VISUAL WARNING STROBE LIGHTS TO BE DESIGNED TO HAVE A FREQUENCY OF NOT MORE THAN 60 FLASHES PER MINUTE.

## WARRANTIES AND RECORDS

1. THE GENERAL CONTRACTOR SHALL GUARANTEE THE WORK FOR ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION OF THE WORK.
2. THE GENERAL CONTRACTOR SHALL PERFORM A ONE (1) YEAR WARRANTY WALK-THROUGH/INSPECTION WITH THE OWNERS REPRESENTATIVE UPON REQUEST.
3. THE CONTRACTOR SHALL LEAVE A COPY OF REDLINED AS-BUILT DRAWINGS FOR THE OWNER/OWNERS REPRESENTATIVE NOTING ALL REVISIONS OF WORK UPON COMPLETION OF CONSTRUCTION.
4. UPON COMPLETION OF THE WORK AND BEFORE FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL SECURE AND DELIVER TO THE OWNER ALL GUARANTEES AND/OR WARRANTIES ON ALL EQUIPMENT SUPPLIED AND/OR INSTALLED BY THE CONTRACTOR AND HIS/HER SUB-CONTRACTORS, AND ALL OPERATIONS/MAINTENANCE MATERIALS.

## GENERAL CODES/ STANDARDS

1. GIVE ALL NOTICES AND COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE IN VARIANCE THEREWITH, PROMPTLY NOTIFY THE ARCHITECT. NECESSARY CHANGES SHALL BE MADE IN ACCORDANCE WITH THE GENERAL CONDITIONS OR STANDARD BEST PRACTICE.
2. ALL RATED ASSEMBLIES SHALL BE CONSTRUCTED ACCORDING TO THE U.I. DESIGN SPECIFICATIONS OF SUCH ASSEMBLY AND BE INSTALLED IN ACCORDANCE WITH THE U.I. SPECIFICATIONS.
3. IF THE CONTRACTOR KNOWS OR PERCEIVES WORK WHICH IS CONTRARY TO SUCH LAWS, ORDINANCES, CODES, RULES AND REGULATIONS, HE/SHE SHALL PROMPTLY MAKE CHANGES AS REQUIRED TO COMPLY THEREWITH AND BEAR ALL COSTS ARISING THEREFROM.
4. THE CONTRACTOR SHALL FILE, OBTAIN AND PAY FEES FOR BUILDING DEPARTMENT AND ALL OTHER AGENCY APPROVALS AND PERMITS, AND MAINTAIN ALL WRITTEN ORDERS FOR OBTAINING AND PAYING FOR ANY BUILDING OR TRADE PERMITS, LICENSE, INSPECTIONS, ETC. AND CONTRACTING THE ARCHITECT FOR ANY REQUIRED PLAN REVISIONS FOR CODE REQUIREMENTS, UNLESS OTHERWISE AGREED UPON.
5. IN CASE OF CONFLICTS IN THE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.
6. WHERE CODES OR REGULATIONS, OTHER THAN THOSE LISTED IN THIS SECTION, ARE REFERRED TO IN VARIOUS SECTIONS OF THE DOCUMENTS, IT SHALL BE UNDERSTOOD THAT THEY APPLY TO THIS WORK AS FULLY AS IF CITED HEREIN.
7. ALL CODES AND RESTRICTIONS FOR ALL DESIGN CONSIDERATIONS SHALL CONFORM TO LOCAL, STATE AND ALL GOVERNING CODES.
8. THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS NECESSARY TO OBTAIN CERTIFICATE OF OCCUPANCY.
9. THE CONTRACTOR SHALL MAINTAIN FOR THE ENTIRE LENGTH OF HIS/HER CONTRACT, EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES AND ALARMS TO CONFORM TO LOCAL BUILDING CODE REQUIREMENTS AND LANDLORD/OOWNER REQUIREMENTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTION, AND/OR MISALIGNMENT IN ACCORDANCE WITH APPLICABLE CODES, STANDARDS AND GENERALLY ACCEPTED PRACTICE.
11. WORK AND/OR CONSTRUCTION OPERATIONS SHALL NOT UNDERMINE THE STRUCTURAL INTEGRITY OF THE CONSTRUCTION SPECIFIED WITH THESE DOCUMENTS, OR ANY EXISTING CONSTRUCTION.
12. ALL COMBUSTIBLE MATERIALS SHALL MEET APPLICABLE CODES. WOOD (IF APPLICABLE) SHALL BE FIRE RETARDANT TREATED WHERE REQUIRED BY THE STRUCTURAL CODES.
13. THE CONTRACTOR SHALL PROVIDE BACK FLOW DEVICES AS REQUIRED BY LOCAL, STATE AND FEDERAL CODES.

## MISC CONSTRUCTION NOTES

1. IF THIS ARCHITECT(S) SCOPE OF WORK INCLUDES PERIODIC CONSTRUCTION INSPECTION DUTIES, DIRECT ALL QUESTIONS AND CORRESPONDENCE TO THE ARCHITECT. ALL SHOP DRAWINGS AND RELATED DRAWINGS TO BE REVIEWED AND APPROVED BY GB PRIOR TO BEING TO THE ARCHITECT.
2. THE MEANS AND METHODS OF CONSTRUCTION ARE LEFT TO THE GENERAL CONTRACTOR, HIS SUBCONTRACTORS AND VENDORS TO FURNISH AND INSTALL AS NECESSARY FOR A COMPLETED PROJECT. ANY QUESTIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
3. IN CASE OF A BID PROJECT, THE GENERAL CONTRACTOR SHALL FURNISH ALL MATERIALS & EQUIPMENT SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED OR AGREED UPON AND/OR WRITTEN BIDS FROM SUBCONTRACTORS AND VENDORS. VENDOR'S SHALL SPELL OUT ALL LABOR/WORK/MATERIALS OR ANY SPECIAL ARRANGEMENTS TO BE PROVIDED BY OWNER OR OTHERS. EXCEPTION: REFER TO LISTING OF ITEMS TO BE FURNISHED BY OWNER, AND ITEMS FURNISHED BY OWNER AND INSTALLED BY GC.
4. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR EXAMINING PERSONALLY AND CONDUCTING ANY RESEARCH OR INVESTIGATIONS THEY DEEM NECESSARY FOR THE PLANNING AND EXECUTION OF THEIR WORK. THE SUBMISSION OF A WRITTEN BID OR PROPOSAL SHALL BE CONSIDERED AS EVIDENCE THAT THE CONTRACTOR HAS FAMILIARIZED THEMSELVES WITH THE PLANS AND EXISTING CONDITIONS. CLAIMS MADE SUBSEQUENT TO THE PROPOSAL FOR THE MATERIALS AND/OR LABOR DUE TO DEFECTS AND/OR OMISSIONS WILL NOT BE RECOGNIZED, UNLESS THESE DEFECTS HAD NOT BEEN FORESEEN EVEN THOUGH PROPER EXAMINATION HAD BEEN MADE.
5. THE GENERAL CONTRACTOR AND OWNER AGREE THAT ANY UNFORESEEN CONDITION THAT IS DISCOVERED DURING THE BIDDING AND THE CONSTRUCTION PHASES WILL BE CALLED TO THE ATTENTION OF THE ARCHITECT/ENGINEER AND OWNER IMMEDIATELY FOR A SOLUTION TO THE PROCEEDING WITH THE WORK.
6. THE OWNER WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY BUILDING OR TRADE PERMITS, LICENSE, INSPECTIONS, ETC. AND CONTRACTING THE ARCHITECT FOR ANY REQUIRED PLAN REVISIONS FOR CODE REQUIREMENTS, UNLESS OTHERWISE AGREED UPON.
7. BEFORE COMMENCING WORK ALL SUBCONTRACTORS AS NECESSARY BY THEIR SCOPE OF WORK AND AS DIRECTED BY THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION AND OVERHEAD, IN ORDER TO TAKE ALL NECESSARY PRECAUTIONS FOR THEIR PROTECTION AND PERSONAL SAFETY.
8. ALL SUBSTRATES ARE RESPONSIBLE FOR CLEANING UP AFTER THEIR RELATED CONSTRUCTION BEFORE DAILY AND REMOVING THEM FROM THE JOB SITE OR PUTTING THEM IN JOB DUMPSTERS. EACH SUBSTRATE WILL BE CHARGED FOR AN RELATED EXPENSE TO DO THIS FOR THEM.
9. ALL EQUIPMENT ROUGH-IN DIMENSIONS AND UTILITY REQUIREMENTS ARE NOT DETAILED ON THESE DRAWINGS. THIS INFORMATION WILL BE VERIFIED BY GENERAL CONTRACTOR AND RELATED SUBTRADES OR VENDORS WITH SUPPLIERS TO ENSURE A PROPER FIT AND CORRECT POWER CONNECTIONS. THIS INCLUDES VENDOR AND THE OWNER. FAILURE TO DO SO SHALL PLACE ANY RELOCATION EXPENSE DIRECTLY UPON THAT CONTRACTOR.
10. THE STRUCTURAL INTEGRITY OF THE PROJECT BUILDING SHALL BE MAINTAINED BY ALL TRADES AT ALL TIMES.
11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION, PROVIDING AND MAINTAINING SITE SANITARY FACILITIES, TEMPORARY UTILITIES, CONSTRUCTION DEBRIS COLLECTION AND REMOVAL OF DUMPSTERS, AS COORDINATED WITH THE OWNER.
12. THE GENERAL CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR PROVIDING ALL LABOR, TOOLS, EQUIPMENT, INCLUDING POWER LULLS/LIFTS, SCAFFOLDING, MATERIALS, ETC. NECESSARY TO UNLOAD AND INSTALL THEIR RELATED SCOPE OF WORK TO CONSTRUCTION.

## LEGAL

THE LATEST EDITION OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," AIA 201, PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS, ARE HEREBY PART OF THESE DRAWINGS AND SPECIFICATIONS (IF SPECIFICATIONS ARE APPLICABLE). ALL CONTRACTORS (GENERAL AND SUBCONTRACTORS) SHALL COMPLY WITH THE REQUIREMENTS FOR INSURANCE, BONDS AND WAIVERS OF LIEN, AS OUTLINED IN THE LATEST EDITION OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" (AIA 201) PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS. FURTHER, THE GENERAL CONTRACTOR AND SUBCONTRACTORS, VENDORS, SUPPLIERS, ETC. ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING INSURANCE FOR GENERAL LIABILITY AND HIGHWAY AND AIR CARRIAGE IN ACCORDANCE WITH STATE STATUTES OR THIS PROJECT. THIS INCLUDES STORED MATERIALS NOT YET INVOICED FOR AND/OR ALL MATERIALS AND EQUIPMENT STORED OFF SITE.

BY BIDDING AND CONTRACTING ANY OF THIS PROJECT(S) WORK ALL PARTIES AGREE TO NOT BINDING MEDIATION AS THE PRIMARY METHOD TO RESOLVE ANY DISPUTES THAT ARISE DURING OR FOLLOWING THE COMPLETION OF THE PROJECT, UNLESS THE PARTIES INVOLVED MUTUALLY AGREE OTHERWISE. THE PARTIES FURTHER AGREE TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH SUBCONTRACTORS, SUB-SUBCONTRACTORS, CONSULTANTS, SUPPLIERS, FABRICATORS, ETC. AND ANY OTHER PERSONS SHALL NOTIFY ANY MODIFICATIONS TO THE CONSTRUCTION DOCUMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT. ALL OF THE ABOVE AGREE TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ALL CLAIMS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OF ANY UNAUTHORIZED REVISION OR MODIFICATIONS OF THE CONSTRUCTION DOCUMENTS BY THE CONTRACTORS, OWNER OR OTHER PERSONS.

5. ALL CONTRACTS, AGREEMENT FORMS, & RELATED CONTRACTS OF WORK, AGENDAS, AND ALL CHANCES SHALL BE AGREED UPON IN WRITING BY THE GENERAL CONTRACTOR AND SUBCONTRACTOR, THE GENERAL CONTRACTOR AND VENDOR, AND THE OWNER AND GENERAL CONTRACTOR AND AUTHORIZED BY OWNERS SIGNATURE.

6. CERTIFICATES OF INSURANCE FOR EACH SUBTRADE AND VENDOR, ETC. SHALL BE KEPT ON FILE BY GENERAL CONTRACTOR AND PRESENTED TO OWNER BEFORE FIRST WORK IS BEGUN.

7. ALL FEDERAL, OSHA, STATE AND LOCAL SAFETY STANDARDS ARE TO BE MAINTAINED BY THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS AND SUB-SUBCONTRACTORS UNTIL FINAL COMPLETION AND CERTIFICATE OF OCCUPANCY ISSUED BY GOVERNMENTAL AGENCIES.

8. IF APPLICABLE, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ASSIGNING ALL RELATED WORK AREAS AS PER HIS COMPANY'S PROJECT RISK/OUT POLICIES AND TO PROVIDE A FINISHED WORK AREA SHOWN ON THE CONTRACT DOCUMENTS. SUBSEQUENT CLARIFICATIONS MAY BE MADE BY ADDITIONAL LAYOUTS OR LARGE SCALE/FULL-SIZE DETAILS. SHOULD SUBSEQUENT CLARIFICATIONS BE MADE BY REQUEST OF THE GENERAL CONTRACTOR OR OWNER, THESE DETAILS SHALL BECOME BINDING ELEMENTS OF THE CONTRACT DOCUMENTS AND SHALL BE TREATED AS SUCH.

9. DRAWINGS AND DIAGRAMS FOR MECHANICAL, ELECTRICAL OR PLUMBING WORK SHALL BE CONSIDERED AS DIAGRAMMATIC ONLY. SAID DRAWINGS ARE NOT TO BE USED FOR ANY STRUCTURAL GUIDANCE OR PHYSICAL LAYOUT UNLESS NOTED DISTINCTLY OTHERWISE. IN CASE OF CONFLICT, UNLESS OTHERWISE NOTED, THE ARCHITECTURAL DRAWINGS SHOWING LOCATIONS FOR MECHANICAL, ELECTRICAL, OR PLUMBING ITEMS AND ACCESSORIES SHALL TAKE PRECEDENCE.

10. UNLESS OTHERWISE NOTED, IT IS THE INTENTION OF THE DRAWINGS AND SPECIFICATIONS FOR ALL WORK, EQUIPMENT, CASEWORK, MECHANICAL, ELECTRICAL, PLUMBING, AND SIMILAR DEVICES OF WHATEVER NATURE, BE COMPLETELY INSTALLED, HOOKED-UP, MADE OPERATIONAL AND FUNCTIONAL FOR THE PURPOSE INTENDED. ALL COSTS FOR THIS ARE TO BE INCLUDED IN THE CONTRACTORS PROPOSAL.

11. ALL CONTRACTORS SHALL VERIFY DIMENSIONS AS RELATED TO THEIR SCOPE OF WORK PRIOR TO COMMENCING CONSTRUCTION OR ORDERING MATERIALS & EQUIPMENT, ETC.

12. THE CONTRACTOR SHALL REMOVE, REPAIR, RESTORE AND REPLACE ANY WORK NECESSARY OR INDICATED ON THE DRAWINGS - CUT ALL NECESSARY OPENINGS AND REPAIR AFTER CUTTING WHERE NECESSARY. ALL PROTRUDERS, MARKS, CRACKS, OR OTHER EVIDENCE OF A DEFICIENT OR DAMAGED CONDITION SHALL BE ELIMINATED UNLESS SPECIFICALLY NOTED OTHERWISE. ANY ITEMS WHICH ARE SPLIT, CRACKED, CHIPPED, SPALLED, BROWN, MISSING, OUT OF ALIGNMENT, MECHANICALLY OR STRUCTURALLY UNSAFE OR UNSOUND, BENT, TORN, OR OTHERWISE DEFICIENT OR DAMAGED IN ANY MANNER SHALL BE REMOVED, REPLACED, RESTORED OR SATISFACTORILY REPAIRED AS DIRECTED BY THE OWNERS REPRESENTATIVE AND/OR ARCHITECT.

13. UPON NOTIFICATION, THE GENERAL CONTRACTOR AND OWNER SHALL BE REQUIRED TO ALLOW A PUNCH-LIST INSPECTION AND MAKE GOOD ON ALL PUNCH-LIST ITEMS (WITHIN REASONABLE LIMITS) TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE PRIOR TO FINAL PAYMENT.

14. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL TRASH REMOVAL, INCLUDING TRASH MADE BY ALL OTHER TRADES, AND SHALL KEEP THE SPACE CLEAN AND CLEAR OF REFUSE AT ALL TIMES.

15. THE GENERAL CONTRACTOR SHALL PROVIDE A PROFESSIONAL CLEANING SERVICE FOR ALL AREAS OF THE PROJECT AT THE COMPLETION OF CONSTRUCTION, AND BEFORE TURNING THE PROJECT OVER TO THE OWNER/OWNERS REPRESENTATIVE. WORK IS TO INCLUDE, BUT IS NOT LIMITED TO: WALL, CEILING, FLOOR AND FIXTURES.

16. THE CONTRACTOR SHALL, IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, APPLY, INSTALL, CONNECT, ERECT, CLEAN AND/OR CONDITION MATERIALS, DETAILS, MATERIALS PER MANUFACTURERS INSTRUCTIONS. SHOULD A CONFLICT BETWEEN THE MANUFACTURERS INSTRUCTIONS AND THE CONTRACT DOCUMENTS BE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT BEFORE PROCEEDING.

17. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WORK BY OUTSIDE VENDORS, INCLUDING BUT NOT LIMITED TO, TELEPHONE, DATA, OWNERS FORCES' ITEMS. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS AND SHALL DO THE CUTTING, FITTING AND PATCHING REQUIRED TO REVEAL THE WORK OF OTHERS AS SHOWN OR REASONABLY IMPLIED BY THE DRAWINGS AND SPECIFICATIONS.

## CONTRACTOR STANDARD OF CARE

1. CONTRACTORS ARE TO EXERCISE PROPER PRECAUTIONS TO VERIFY ALL EXISTING CONDITIONS AND LAYOUT OF WORK.
2. CONTRACTORS ARE RESPONSIBLE FOR ANY ERROR RESULTING FROM FAILURE TO EXERCISE SUCH PRECAUTIONS. ANY SUCH ERROR WILL NOT BE CONSIDERED AS A BASIS FOR A CHANGE ORDER OR CLAIM.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR LAYOUT OF ALL WORK AND IS RESPONSIBLE FOR ALL LINES AND MEASUREMENTS WITHIN REASONABLE TOLERANCES OF THE BUILDING UTILITIES AND OTHER WORK EXECUTED UNDER THIS CONTRACT.
4. DIMENSIONS ARE TYPICALLY MEASURED FROM STUDY TO STUDY, UNLESS NOTED OTHERWISE. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES.
5. DIMENSIONS MARKED "CLEAR" ARE TO BE WITHIN 1/8" ALONG FULL HEIGHT AND FULL WIDTH OF WALLS.
6. DIMENSIONS OR ITEMS MARKED AS "FIELD VERIFY" OR "V/F (VERIFY IN FIELD)" SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. SHOULD ANY PROBLEMS ARISE IN THE FIELD IF THE CONTRACTOR IS UNABLE TO DEDUCE DESIGN INTENT, IT IS THE RESPONSIBILITY OF SAID CONTRACTOR TO NOTIFY THE ARCHITECT FOR REMEDY.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION IN LIKE FASHION AS SIMILAR WORK THAT IS DETAILED. SHOULD ANY QUESTION ARISE IN THE FIELD OR IF DRAWINGS LACK A CLARITY THAT IS ACCEPTABLE TO THE GENERAL CONTRACTOR, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY FOR REMEDY.
8. IN THE EVENT OF INCONSISTENCIES AMONG THE CONTRACT DOCUMENTS, THIS ARCHITECT IS TO BE NOTIFIED IMMEDIATELY FOR INTERPRETATION. THE ARCHITECT WILL NOT BE HELD RESPONSIBLE FOR THE RESULTS FROM INTERPRETATIONS OF OTHERS.
9. THE GENERAL CHARACTER OF DETAIL WORK IS SHOWN ON THE CONTRACT DOCUMENTS. SUBSEQUENT CLARIFICATIONS MAY BE MADE BY ADDITIONAL LAYOUTS OR LARGE SCALE/FULL-SIZE DETAILS. SHOULD SUBSEQUENT CLARIFICATIONS BE MADE BY REQUEST OF THE GENERAL CONTRACTOR OR OWNER, THESE DETAILS SHALL BECOME BINDING ELEMENTS OF THE CONTRACT DOCUMENTS AND SHALL BE TREATED AS SUCH.
10. DRAWINGS AND DIAGRAMS FOR MECHANICAL, ELECTRICAL OR PLUMBING WORK SHALL BE CONSIDERED AS DIAGRAMMATIC ONLY. SAID DRAWINGS ARE NOT TO BE USED FOR ANY STRUCTURAL GUIDANCE OR PHYSICAL LAYOUT UNLESS NOTED DISTINCTLY OTHERWISE. IN CASE OF CONFLICT, UNLESS OTHERWISE NOTED, THE ARCHITECTURAL DRAWINGS SHOWING LOCATIONS FOR MECHANICAL, ELECTRICAL, OR PLUMBING ITEMS AND ACCESSORIES SHALL TAKE PRECEDENCE.
11. UNLESS OTHERWISE NOTED, IT IS THE INTENTION OF THE DRAWINGS AND SPECIFICATIONS FOR ALL WORK, EQUIPMENT, CASEWORK, MECHANICAL, ELECTRICAL, PLUMBING, AND SIMILAR DEVICES OF WHATEVER NATURE, BE COMPLETELY INSTALLED, HOOKED-UP, MADE OPERATIONAL AND FUNCTIONAL FOR THE PURPOSE INTENDED. ALL COSTS FOR THIS ARE TO BE INCLUDED IN THE CONTRACTORS PROPOSAL.
12. ALL CONTRACTORS SHALL VERIFY DIMENSIONS AS RELATED TO THEIR SCOPE OF WORK PRIOR TO COMMENCING CONSTRUCTION OR ORDERING MATERIALS & EQUIPMENT, ETC.
13. THE CONTRACTOR SHALL REMOVE, REPAIR, RESTORE AND REPLACE ANY WORK NECESSARY OR INDICATED ON THE DRAWINGS - CUT ALL NECESSARY OPENINGS AND REPAIR AFTER CUTTING WHERE NECESSARY. ALL PROTRUDERS, MARKS, CRACKS, OR OTHER EVIDENCE OF A DEFICIENT OR DAMAGED CONDITION SHALL BE ELIMINATED UNLESS SPECIFICALLY NOTED OTHERWISE. ANY ITEMS WHICH ARE SPLIT, CRACKED, CHIPPED, SPALLED, BROWN, MISSING, OUT OF ALIGNMENT, MECHANICALLY OR STRUCTURALLY UNSAFE OR UNSOUND, BENT, TORN, OR OTHERWISE DEFICIENT OR DAMAGED IN ANY MANNER SHALL BE REMOVED, REPLACED, RESTORED OR SATISFACTORILY REPAIRED AS DIRECTED BY THE OWNERS REPRESENTATIVE AND/OR ARCHITECT.
14. UPON NOTIFICATION, THE GENERAL CONTRACTOR AND OWNER SHALL BE REQUIRED TO ALLOW A PUNCH-LIST INSPECTION AND MAKE GOOD ON ALL PUNCH-LIST ITEMS (WITHIN REASONABLE LIMITS) TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE PRIOR TO FINAL PAYMENT.
15. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL TRASH REMOVAL, INCLUDING TRASH MADE BY ALL OTHER TRADES, AND SHALL KEEP THE SPACE CLEAN AND CLEAR OF REFUSE AT ALL TIMES.
16. THE GENERAL CONTRACTOR SHALL PROVIDE A PROFESSIONAL CLEANING SERVICE FOR ALL AREAS OF THE PROJECT AT THE COMPLETION OF CONSTRUCTION, AND BEFORE TURNING THE PROJECT OVER TO THE OWNER/OWNERS REPRESENTATIVE. WORK IS TO INCLUDE, BUT IS NOT LIMITED TO: WALL, CEILING, FLOOR AND FIXTURES.
17. THE CONTRACTOR SHALL, IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, APPLY, INSTALL, CONNECT, ERECT, CLEAN AND/OR CONDITION MATERIALS, DETAILS, MATERIALS PER MANUFACTURERS INSTRUCTIONS. SHOULD A CONFLICT BETWEEN THE MANUFACTURERS INSTRUCTIONS AND THE CONTRACT DOCUMENTS BE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT BEFORE PROCEEDING.
18. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE WORK BY OUTSIDE VENDORS, INCLUDING BUT NOT LIMITED TO, TELEPHONE, DATA, OWNERS FORCES' ITEMS. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS AND SHALL DO THE CUTTING, FITTING AND PATCHING REQUIRED TO REVEAL THE WORK OF OTHERS AS SHOWN OR REASONABLY IMPLIED BY THE DRAWINGS AND SPECIFICATIONS.

## USE OF PREMISES

1. CONSTRUCTION OPERATIONS ARE TO BE LIMITED TO AREAS DESIGNATED ON DRAWINGS.
2. VERIFY TIME RESTRICTIONS WITH OWNER AND GOVERNING BODIES. THIS OFFICE WILL WORK DILIGENTLY TO ASSIST THE GENERAL CONTRACTOR AND OWNER IN MEETING SAID TIME RESTRAINTS - BUT WILL NOT BE HELD RESPONSIBLE FOR ANY FAILURE TO DO SO. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND OWNER TO GET ATTAINABLE TIME RESTRAINTS FOR A SUCCESSFUL JOB.
3. ANY UTILITY OUTAGES SHALL BE COORDINATED WITH THE OWNER AND/OR OWNER.
4. GENERAL CONTRACTOR AND SUB CONTRACTORS ARE TO INSURE THAT INCONVENIENCE TO THE GENERAL PUBLIC IS HELD ON AN ABSOLUTE MINIMUM. COMPLY WITH APPLICABLE CODES AND SAFETY ORDINANCES.
5. GENERAL CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY FOR THE PROTECTION AND SAFEKEEPING OF PRODUCTS STORED ON THE SITE UNDER THIS CONTRACT.
6. ANY WORK THAT CAUSES EXCESSIVE NOISE, DUST OR ODORS IS TO BE CONDUCTED IN A MANNER THAT IS APPROVED BY THE OWNER AND/OR LANDLORD. IF APPLICABLE, THESE DUTIES ARE TO BE PERFORMED AFTER TENANT BUSINESS HOURS.
7. COORDINATE USE OF PREMISES FOR WORK WITH THE LANDLORD AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
8. LIMIT USE OF SITE FOR WORK AND STORAGE TO AREAS DESIGNATED UNLESS SPECIFIC ADDITIONAL AREAS ARE ALLOWED IN WRITING BY THE OWNER AND/OR LANDLORD.
9. TEMPORARY SANITARY FACILITIES FOR WORKERS OF ALL TRADES SHALL BE FURNISHED, INSTALLED AND MAINTAINED BY THE GENERAL CONTRACTOR. IF "CONTRACTOR USE" FACILITIES DO NOT EXIST ON SITE, PERMATOR TOILETS INSTALLED ON THE PROJECT SHALL NOT BE USED DURING THE CONSTRUCTION OF THIS PROJECT. ALL FACILITIES AND SERVICES SHALL BE FURNISHED IN STRICT ACCORDANCE WITH EXISTING GOVERNING REGULATIONS.
10. ARRANGE WITH THE LANDLORD/OWNER A CONVENIENCE TIME TO PERFORM ALL WORK AND INSTALL TEMPORARY PROTECTED MEANS OF EGRESS FROM REQUIRED EXITS, INCLUDING TEMPORARY LIGHTING AND SAFETY DEVICES IN ACCORDANCE WITH GOVERNING STATE AND LOCAL CODE AND BUILDING MANAGEMENT REQUIREMENTS.

## HAZARDOUS MATERIALS

1. NO PROJECT ENVIRONMENTAL REPORT FOR ANY HAZARDOUS MATERIALS, INCLUDING RADON, SPILLED CHEMICALS, U.S.T.'S, ETC. WAS PROVIDED TO THE OWNER BY ARCHITECT. THEREFORE, THIS ARCHITECT ASSUMES NO LIABILITY SHOULD ANY CONDITION ARISE THAT COULD HAVE BEEN DISCOVERED OR PREVENTED HAD SUCH INVESTIGATIONS BEEN CONDUCTED.
2. THIS ARCHITECT HAS NO PROFESSIONAL LIABILITY FOR ANY CLAIMS REGARDING HAZARDOUS MATERIALS OR THE FAILURE TO PERFORM PROFESSIONAL SERVICES TO INVESTIGATE OR REMEDIATE THE PRESENCE OF SAID MATERIALS.

## ARCHITECT'S DISCLAIMERS

1. IF DESIGN INDICATED HEREIN IS IN ANY WAY NOT FILLED, THROUGH INTENTIONAL OR UNINTENTIONAL DEVIATION, THIS DRAWING SET WILL BE RENDERED NULL AND VOID AND ALL PROFESSIONAL RESPONSIBILITY AND LIABILITY OF THIS ARCHITECT WILL BE IMMEDIATELY TERMINATED.
2. IT IS THE LEGAL AND PROFESSIONAL RESPONSIBILITY OF THE CLIENT AND ALL CONTRACTORS TO ADHERE FULLY TO THE SPECIFICATIONS HEREIN. IF ANY DISCREPANCIES OR ISSUES ARE DISCOVERED IN THE FIELD, THIS ARCHITECT IS TO BE NOTIFIED IMMEDIATELY FOR IMMEDIATE SAID DISCREPANCIES ARE TO BE ADDRESSED THROUGH WRITTEN APPROVAL FROM THIS ARCHITECT.
3. THIS ARCHITECT IS IN NO WAY RESPONSIBLE FOR THE SAFETY OF THE WORK SITE DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE WORK SITE ADHERES TO ALL GUIDELINES AND SPECIFICATIONS OF OSHA AND OTHER APPLICABLE GOVERNING BODIES. FURTHER, THE ARCHITECT AND HIS CONSULTANTS WILL NOT HAVE CONTROL, OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE CONSTRUCTION DRAWINGS OR CONTRACTS, OR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES OR ANY OTHER PERSONS OR EQUIPMENT LOCATIONS, ETC. IN CASE OF CONFLICT, IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY THIS ARCHITECT FOR REMEDY.
4. ALL CONSTRUCTION SHALL ADHERE FULLY TO APPLICABLE STATE AND LOCAL BUILDING CODES. IF ANY QUESTION AS TO SAID COMPLIANCE ARISE IN THE FIELD, THIS ARCHITECT IS TO BE NOTIFIED IMMEDIATELY.

## QUALITY OF WORK

1. GENERAL CONTRACTOR TO ENSURE THAT CONSTRUCTION AND FINISHES ARE CLEAN, TRUE AND FREE OF IRREGULARITIES. DO NOT PROCEED WITH CONSTRUCTION UNLESS THE CONTRACTOR HAS HAD BEEN CHECKED AND VERIFIED BY OWNER AND GENERAL CONTRACTOR PRIOR TO CONSTRUCTION. IF THE CONTRACTOR KNOWS OR PERCEIVES WORK WHICH IS CONTRARY TO SUCH LAWS, ORDINANCES, CODES, RULES AND REGULATIONS, HE/SHE SHALL PROMPTLY MAKE CHANGES AS REQUIRED TO COMPLY THEREWITH AND BEAR ALL COSTS ARISING THEREFROM.
2. REPAIR AND PREPARE EXISTING SURFACES (IF APPLICABLE) PRIOR TO APPLICATION OF NEW FINISH.
3. ALL CODE-REQUIRED LABELS (SUCH AS "UL" FACTORY MUTUAL OR ANY EQUIPMENT IDENTIFICATION, PERFORMANCE RATINGS, NAME OR NOMENCLATURE PLATES) SHALL REMAIN READABLE AND NOT PAINTED.
4. COORDINATE WITH OWNERS DESIGNATED REPRESENTATIVE FOR DELIVERY AND PLACEMENT OF ALL FURNITURE AND WALL-HUNG EQUIPMENT.
5. PAINT AND OTHER FINISHES ARE TO BE APPLIED TO CREATE A SOLID, ACCEPTABLE FINISH. ALL FINISHES SHALL ADHERE TO A CONSISTENT PROFESSIONAL QUALITY.

## CONTRACT DOCUMENTS

1. DRAWINGS AND SPECIFICATIONS (IF APPLICABLE) ARE INTENDED TO BE COMPLEMENTARY. SPECIFIC INFORMATION MAY BE FOUND IN EITHER OR BOTH. SHOULD A DISCREPANCY BE DISCOVERED, ONE DOES NOT AUTOMATICALLY TAKE PRECEDENCE OVER THE OTHER. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO BRING SAID DISCREPANCY TO THE ATTENTION OF THE ARCHITECT.
2. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED, AS A CONDITION OF THE CONTRACT, TO ACQUAINT HIM/HERSELF WITH THE ARTICLES CONTAINED IN THE GENERAL NOTES, AND TO NOTIFY ALL SUBCONTRACTORS AND ALL OTHER PARTIES OF THE CONTRACT OF, AND BIND THEM TO, ITS CONDITIONS.
3. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN PARTITION LOCATIONS, DIMENSIONS AND TYPES, DOORS AND WINDOW LOCATIONS, ETC. IN CASE OF CONFLICT, IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY THIS ARCHITECT FOR REMEDY.
4. THE DESIGNER/ARCHITECT SHALL BE IMMEDIATELY NOTIFIED OF ANY APPARENT CONFLICTS, ERRORS OR OMISSIONS IN THE CONSTRUCTION DRAWINGS OR ANY APPARENT MISAPPLICATION OF ANY PRODUCT, SYSTEM OR ASSEMBLY FOR THE INTENDED USE, OR ANY DISCOVERED EXISTING CONDITIONS THAT ARE CONTRARY TO THE CONDITIONS INDICATED IN THE CONSTRUCTION DRAWINGS. THE DESIGNER/ARCHITECT SHALL PROVIDE INTERPRETATION AND CLARIFICATION AND, IF REQUIRED, MAKE APPROPRIATE REVISIONS TO THE CONSTRUCTION DRAWINGS. THE DESIGNER/ARCHITECT SHALL PROVIDE INTERPRETATION AND CLARIFICATION AND, IF REQUIRED, MAKE APPROPRIATE REVISIONS TO THE CONSTRUCTION DRAWINGS. FAILURE TO NOTIFY THE DESIGNER/ARCHITECT PRIOR TO PROCEEDING WITH RELATED WORK WILL RESULT IN THE CONTRACTOR CORRECTING SUCH ITEMS AT THE CONTRACTORS EXPENSE.
5. THE CONSTRUCTION DRAWINGS ARE GENERAL DIAGRAMMATIC REPRESENTATIONS OF THE WORK, WHICH MATTER TO CONVEY A DESIGN INTENT. SAID DRAWINGS DO NOT INDICATE OR SPECIFY IN DETAIL EVERY CONDITION AND COMPONENT OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT, FABRICATE ALL ASSEMBLIES AND INSTALL ALL EQUIPMENT AND SYSTEMS TO PRODUCE A COMPLETE, INTEGRATED AND FULLY FUNCTIONAL WORK PRODUCT IN ACCORDANCE WITH ALL MATERIAL, AND EQUIPMENT MANUFACTURERS REQUIREMENTS, INDUSTRY STANDARDS AND FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS.

## GENERAL NOTES

- DO NOT SCALE DRAWING. REFER TO DIMENSIONS AND VERIFY ANY DISCREPANCIES WITH THIS ARCHITECT.
- ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED BY OWNER AND GENERAL CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL EXTERIOR FINISHES (COLOR, STYLE, ETC.) AS PER OWNERS SELECTION & APPROVAL. CONTRACTOR VERIFY PRIOR TO CONSTRUCTION.
- LANDSCAPING AS PER OWNER - INSTALLED BY OTHERS.
- PROVIDE SUTTERING & DOWNPOUTS AS PER CLIMATE, RAINFALL CONDITIONS, ETC. DIVERT RUN TO APPROVED STORM WATER COLLECTION AREA. CONTRACTOR VERIFY PRIOR TO CONSTRUCTION. REFER SITE IMPROVEMENT PLAN PREPARED BY OTHERS.
- ALL EXPOSED CONCRETE SURFACES AT EXTERIOR TO BE CONDITIONED W/ MANUFACTURERS DIRECTED APPLICATION OF CONCRETE SEALERS BY KURE-N-SERIE, 2000 BY SONNENEON OR EQUIV.
- CONTRACTOR SHALL DETERMINE FINISH FLOOR, FINISH PAVEMENT, FINISH GRADE ELEVATIONS, DOOR & WINDOW HEAD HEIGHTS PRIOR TO CONSTRUCTION TO ENSURE POWER PROVIDED TO DESIGNATED LOCATIONS.
- SITE DEVELOPMENT BY OTHERS. DETAILS HEREIN TO BE REFERENCES AS CALLED UPON BY SITE DEVELOPMENT PLANS FOR A COMPLETE JOB.
- THIS OFFICE IS IN NO WAY RESPONSIBLE FOR CONSTRUCTION STAGING AND/OR JOB SITE SAFETY. STAGING DETAILS (IF APPLICABLE) ARE FOR GENERAL REFERENCE ONLY AND PROVIDED AS A COURTESY. SAID DETAILS ARE TO BE USED AT THE DISCRETION OF THE OWNER/GENERAL CONTRACTOR.

CALLOUT HEAD	
	INDICATES LOCATION OF CALLOUT
CENTERLINE	
	INDICATES THE CENTER OF DOOR AND WINDOW DIMENSIONS
DOOR TAG	
	INDICATES DOOR TYPE
ELEVATION MATERIAL TAG	
	INDICATES EXTERIOR MATERIALS
EXTERIOR ELEVATION TAG	
	INDICATES ORIENTATION OF ELEVATIONS IN RELATION TO PLAN VIEW
FIRE RATING SYMBOL	
	INDICATES REQUIRED FIRE RATING OF A BUILDING ELEMENT
FLOOR FINISH ELEVATION	
	INDICATES HEIGHT OF FINISH FLOOR
LEVEL MARKER	
	INDICATES ELEVATION HEIGHTS
ROOM TAG	
	INDICATES ROOM NAME AND SQUARE FOOTAGE
SECTION HEAD	
	INDICATES LOCATION OF SECTION DRAWINGS
SHEET NOTE TAG	
	INDICATES RELATION OF ELEMENT WITH PROVIDED SHEET NOTE
WALL TAG	
	INDICATES WALL TYPE
WINDOW TAG	
	INDICATES WINDOW TYPE

## SYMBOLS

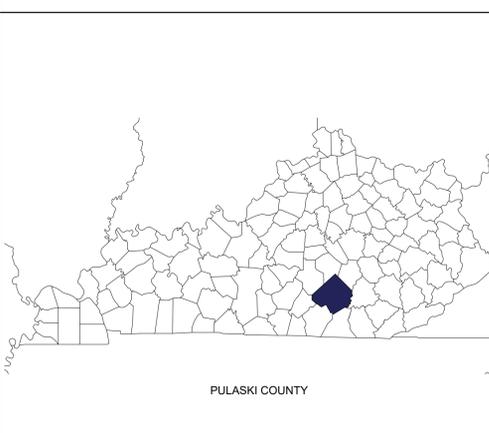
- IRCBW IMPACT RESISTANT GYPSUM WALL BOARD
- ILO IN LIEU OF INSULATED OR INSULATION
- INT INTERIOR
- LO LOW
- MAX MAXIMUM
- MO MASONRY OPENING
- MECH MECHANICAL
- MEMBR MEMBRANE
- MIN MINIMUM
- MIRGWB MOISTURE-RESISTANT GYPSUM WALL BOARD
- MTL METAL
- NIC NOT IN CONTRACT
- NO NUMBER
- NOM NOMINAL
- ON ON CENTER
- OH OVERHANG OR OPPOSITE HAND
- OPP OPPOSITE OR OPPOSITE HAND
- OZ OUNCE
- PRE-CAST CONCRETE
- PLUMB PLUMBING
- PLYD PLYWOOD
- PT PRESSURE TREATED
- PNT PAINT OR PAINTED
- PVC POLY VINYL CHLORIDE
- RBR RUBBER
- REF REFLECTED CEILING PLAN
- ROD ROOF DRAIN
- REQ REQUIRED
- ROOM ROOM
- RM SIMILAR
- SPEC SPECIFIED OR SPECIFICATION
- SPK SPRINKLER OR SPEAKER
- SSTL STAINLESS STEEL
- STC SOUND TRANSMISSION
- COEFFICIENT
- STL STEEL
- STRUCT STRUCTURE OR STRUCTURAL
- T&G TONGUE AND GROOVE
- TELE TELEPHONE
- TLT TOILET
- TME TO MATCH EXISTING
- TOP TO TOP OF
- TOC TOP OF CONCRETE
- TOS TOP OF STEEL
- TPD TOILET PAPER DISPENSER
- TFD TELEPHONE/ DATA
- TYP TYPICAL
- UNO UNLESS NOTED OTHERWISE
- UIS UNDERSIDE
- VF VERIFY IN FIELD
- VP VISION PANEL
- W/ WITH
- WO WOOD



## OWNER

# AND POUND OR NUMBER	IRCBW IMPACT RESISTANT GYPSUM WALL BOARD
@ AT	ILO IN LIEU OF INSULATED OR INSULATION
ACT ACOUSTIC CEILING TILE	INT INTERIOR
AD AREA DRAIN	LO LOW
AFV ABOVE FINISHED FLOOR	MAX MAXIMUM
ALUM ALUMINUM	MO MASONRY OPENING
ANOD ANODIZED	MECH MECHANICAL
BSMT BASEMENT	MEMBR MEMBRANE
BYND BEYOND	MIN MINIMUM
BOT BOTTOM	MIRGWB MOISTURE-RESISTANT GYPSUM WALL BOARD
CIP CAST IN PLACE	MTL METAL
CHNL CHANNEL	NIC NOT IN CONTRACT
CJ CONTROL JOINT	NO NUMBER
CLG CEILING	NOM NOMINAL
CLR CLEAR	ON ON CENTER
CMU CONCRETE MASONRY UNIT	OH OVERHANG OR OPPOSITE HAND
COL COLUMN	OPP OPPOSITE OR OPPOSITE HAND
COMP COMPRESSIBLE	OZ OUNCE
CONC CONCRETE	PRE-CAST CONCRETE
CONT CONTINUOUS	PLUMB PLUMBING
CONT CARPET	PLYD PLYWOOD
CT CERAMIC TILE	PT PRESSURE TREATED
CYTD COURTYARD	PNT PAINT OR PAINTED
DBL DOUBLE	PVC POLY VINYL CHLORIDE
DEMO DEMOLISH OR DEMOLITION	RBR RUBBER
DIA DIAMETER	REF REFLECTED CEILING PLAN
DIM DIMENSION	ROD ROOF DRAIN
DIMS DIMENSIONS	REQ REQUIRED
DN DOWN	ROOM ROOM
DR DOOR	RM SIMILAR
DWG DRAWING	SPEC SPECIFIED OR SPECIFICATION
EA EACH	SPK SPRINKLER OR SPEAKER
EJ EXPANSION JOINT	SSTL STAINLESS STEEL
EL ELEVATION	STC SOUND TRANSMISSION
ELEC ELECTRICAL	COEFFICIENT
CONV ELEVATOR OR ELEVATION	STL STEEL
EPDM ETHYLENE PROPYLENE DIENE M-CLASS (ROOFING)	STRUCT STRUCTURE OR STRUCTURAL
EQ EQUAL	T&G TONGUE AND GROOVE
EXIST EXISTING	TELE TELEPHONE
EXP JT EXPANSION JOINT	TLT TOILET
EX XT EXTERIOR	TME TO MATCH EXISTING
FD FLOOR DRAIN OR FIRE DEPARTMENT	TOP TO TOP OF
FEC FIRE EXTINGUISHER CABINET	TOC TOP OF CONCRETE
FIXT FIXTURE	TOS TOP OF STEEL
FLR FLOOR	TPD TOILET PAPER DISPENSER
FM FILLED METAL	TFD TELEPHONE/ DATA
FO FACE OF	TYP TYPICAL
FND FOUNDATION	UNO UNLESS NOTED OTHERWISE
GA GAUGE	UIS UNDERSIDE
GALV GALVANIZED	VF VERIFY IN FIELD
GWB GYPSUM WALL BOARD	VP VISION PANEL
HC HOLLOW CORE	W/ WITH
HI HIGH	WO WOOD
HM HOLLOW METAL	
HP HIGH POINT	
HR HOUR	
HVAC HEATING, VENTILATING, AND AIR CONDITIONING	

## ABBREVIATIONS



## SCOPE OF SERVICES

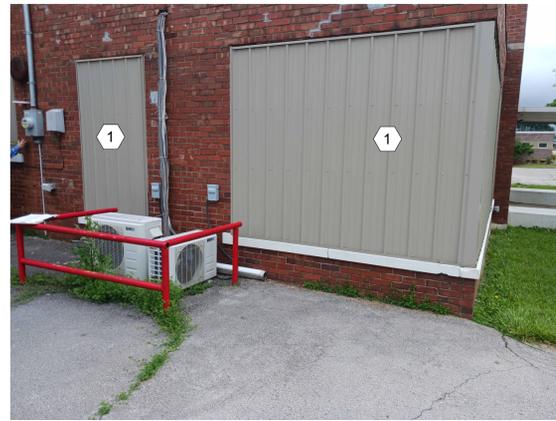




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REFERENCE IMAGE 007



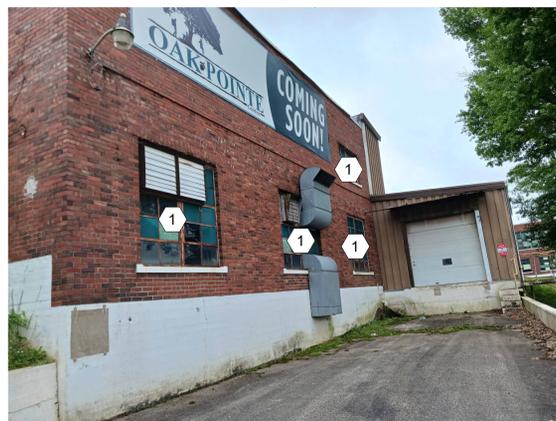
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**DEMOLITION NOTES**

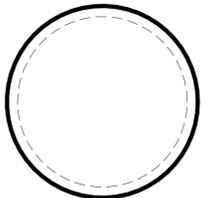
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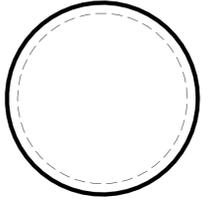
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3. REMOVE EXISTING STOREFRONT ASSEMBLY IN ITS ENTIRETY INCLUDING BUT NOT LIMITED TO HARDWARE, DOOR, GLAZING, FRAME, CAULKING, ETC. PREP OPENING TO RECEIVE NEW STOREFRONT ASSEMBLY.



DESIGN PROFESSIONAL



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BY JDC  
DATE 07/02/2025

SET CONSTRUCTION DOCUMENTS



REVISION DESCRIPTION

REVISION	DESCRIPTION
△ DDMMYYYY	REVISION DESCRIPTION



Somerset, Kentucky  
(606) 687 - 9233  
www.decoarchitects.com

**OAK POINTE CENTRE  
WINDOW REPLACEMENT**  
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CONTRACT 20211130

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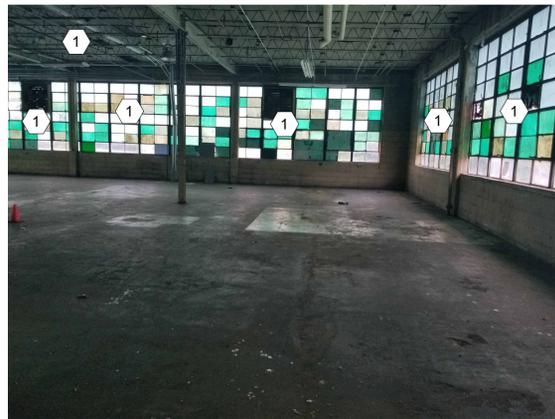
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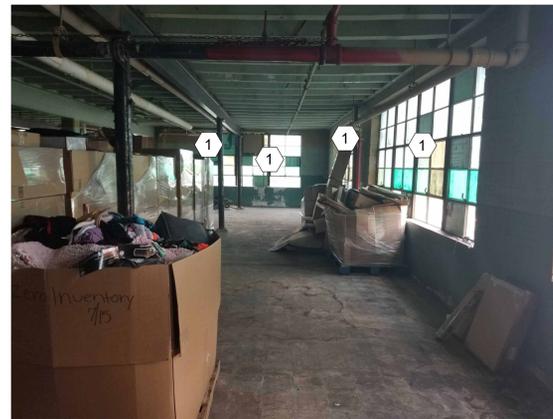
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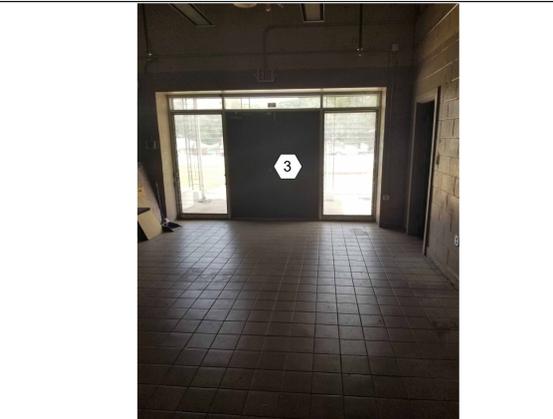
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**DEMOLITION NOTES**

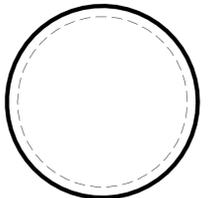
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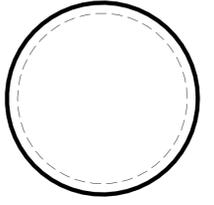
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DESIGN PROFESSIONAL



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BY JGD

DATE 07/02/2025

SET CONSTRUCTION DOCUMENTS



REVISION DESCRIPTION

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(606) 687 - 9233  
www.decoarchitects.com

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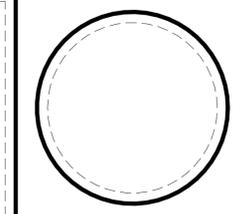
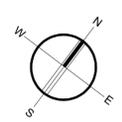
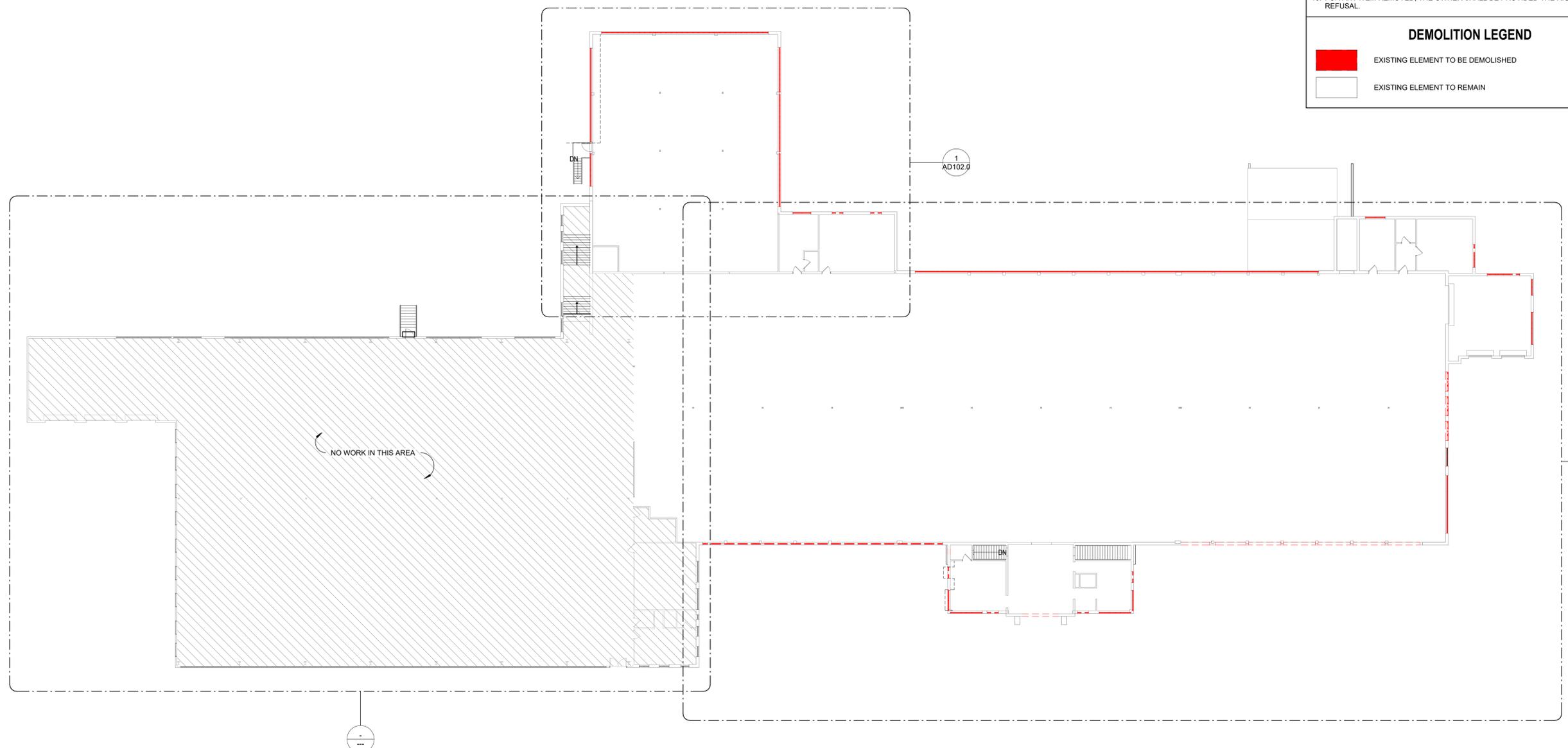
DEMOLITION (ARCH)

**DEMOLITION NOTES**

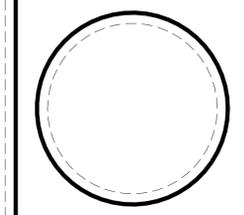
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OVERALL FIRST FLOOR  
DEMO PLAN

**AD100.0**

DEMOLITION (ARCH)

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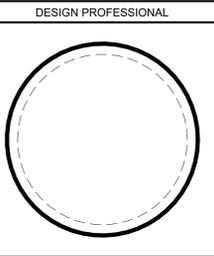
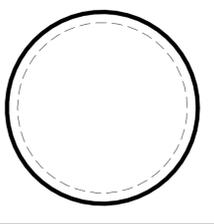
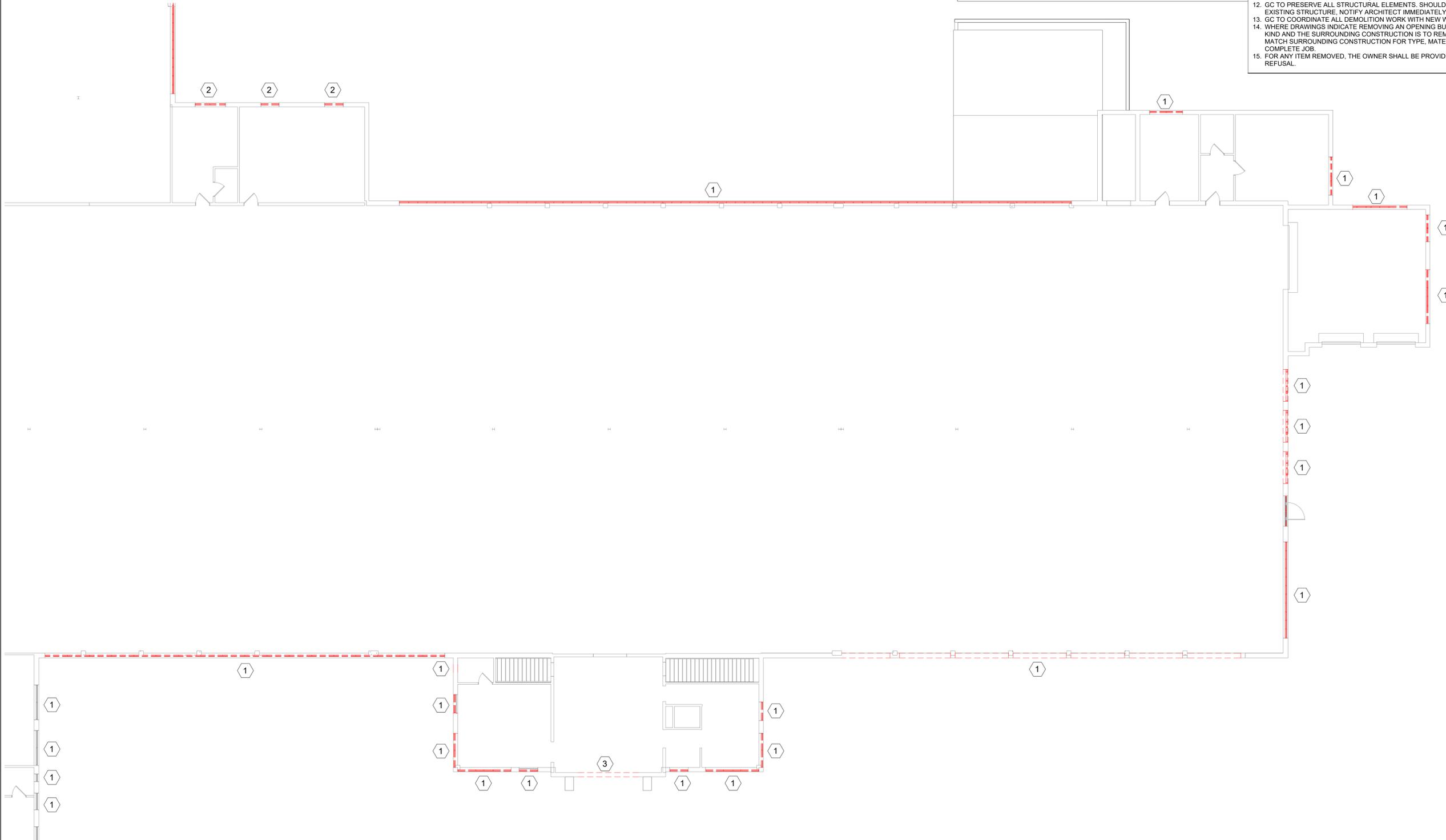
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2. REMOVE EXISTING WINDOW IN ITS ENTIRETY INCLUDING BUT NOT LIMITED TO HARDWARE, GLAZING, FRAME, CAULKING ETC. PREP ROUGH OPENING TO RECEIVE NEW INFILL TO MATCH EXISTING CONDITIONS.
3. REMOVE EXISTING STOREFRONT ASSEMBLY IN ITS ENTIRETY INCLUDING BUT NOT LIMITED TO HARDWARE, DOOR, GLAZING, FRAME, CAULKING, ETC. PREP OPENING TO RECEIVE NEW STOREFRONT ASSEMBLY.

**DEMOLITION NOTES**

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4. WHERE WALLS OF DIFFERENT TYPES ARE SHOWN TO ALIGN IN PLAN, ALIGN FINISH FACE OF WALLS, UNO.
5. REFER TO ENLARGED PLANS FOR INTERIOR DIMENSIONS NOT SHOWN.
6. MAINTAIN 4" MIN. FROM ALL DOOR FRAME JAMBS TO ADJACENT WALLS, UNO. REFER TO ADA DETAILS FOR ADDITIONAL REQUIREMENTS.
7. DOOR SWINGS MAY NOT ENCR OACH ON REQUIRED FIXTURE CLEARANCES.
8. WHERE OPENINGS ARE REMOVED AND SHOWN TO BE INFILLED, NEW CONSTRUCTION SHALL MATCH EXISTING, SURROUNDING CONSTRUCTION TO THE GREATEST EXTENT POSSIBLE. WHERE THIS IS NOT POSSIBLE, NOTIFY ARCHITECT. EXISTING CONDITIONS WHICH ARE INTENDED TO REMAIN. IF THERE ARE QUESTIONS AS TO EXTEND OF DEMOLITION, EXISTING TO REMAIN ITEMS, NOTIFY ARCHITECT.
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14. WHERE DRAWINGS INDICATE REMOVING AN OPENING BUT NOT REPLACING IT IN KIND AND THE SURROUNDING CONSTRUCTION IS TO REMAIN, INFILL OPENING. MATCH SURROUNDING CONSTRUCTION FOR TYPE, MATERIAL, DEPTH, ETC. FOR A COMPLETE JOB.
15. FOR ANY ITEM REMOVED, THE OWNER SHALL BE PROVIDED THE RIGHT OF FIRST REFUSAL.



PLAN REVIEWER  
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BY: JDG  
 DATE: 07/02/2025  
 SET: CONSTRUCTION DOCUMENTS



REVISION	DESCRIPTION
△ 00MMYYYY	REVISION DESCRIPTION



Somerset, Kentucky  
 (606) 687 - 9233  
 www.decoarchitects.com

**OAK POINTE CENTRE  
 WINDOW REPLACEMENT**

423 Bourne Ave  
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 CONTRACT 20211130

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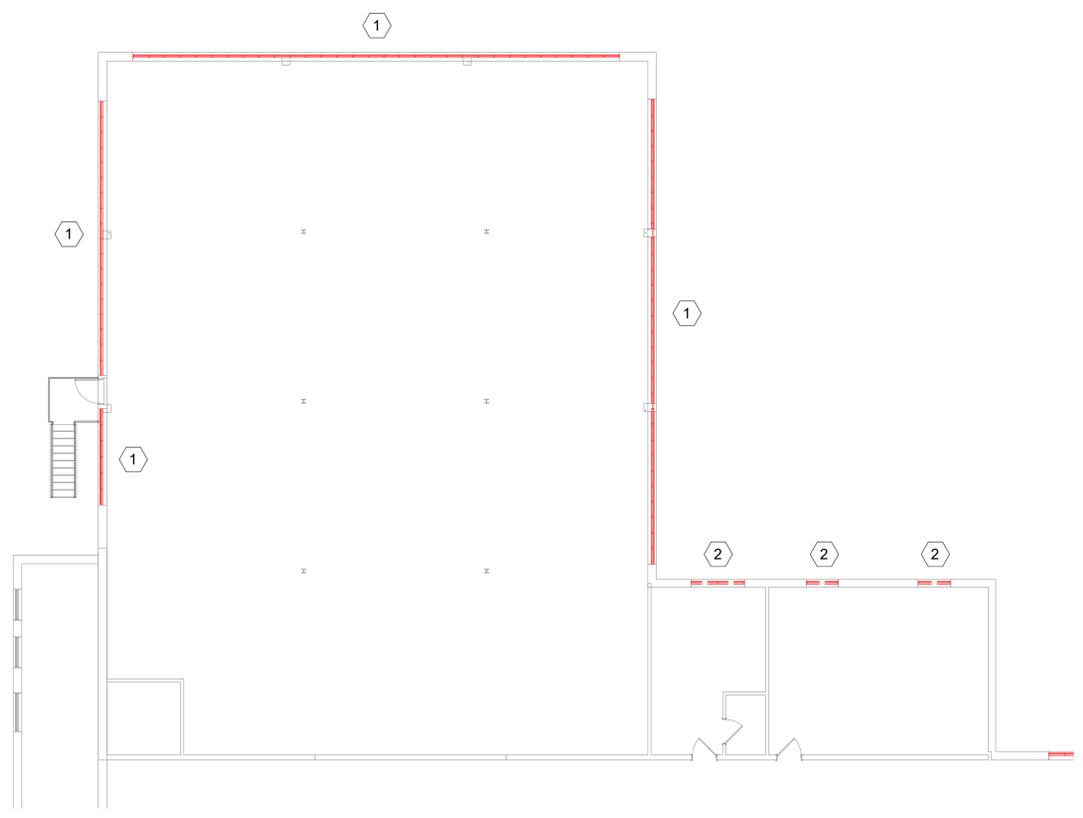


FIRST FLOOR  
 ENLARGED DEMO PLAN

**AD101.0**

DEMOLITION (ARCH)

**1 FIRST FLOOR ENLARGED DEMO PLAN**  
 3/32" = 1'-0"



**DEMOLITION NOTES**

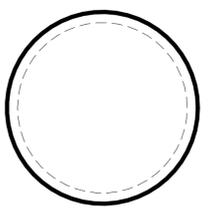
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**DEMOLITION LEGEND**

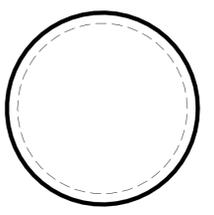
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DESIGN PROFESSIONAL



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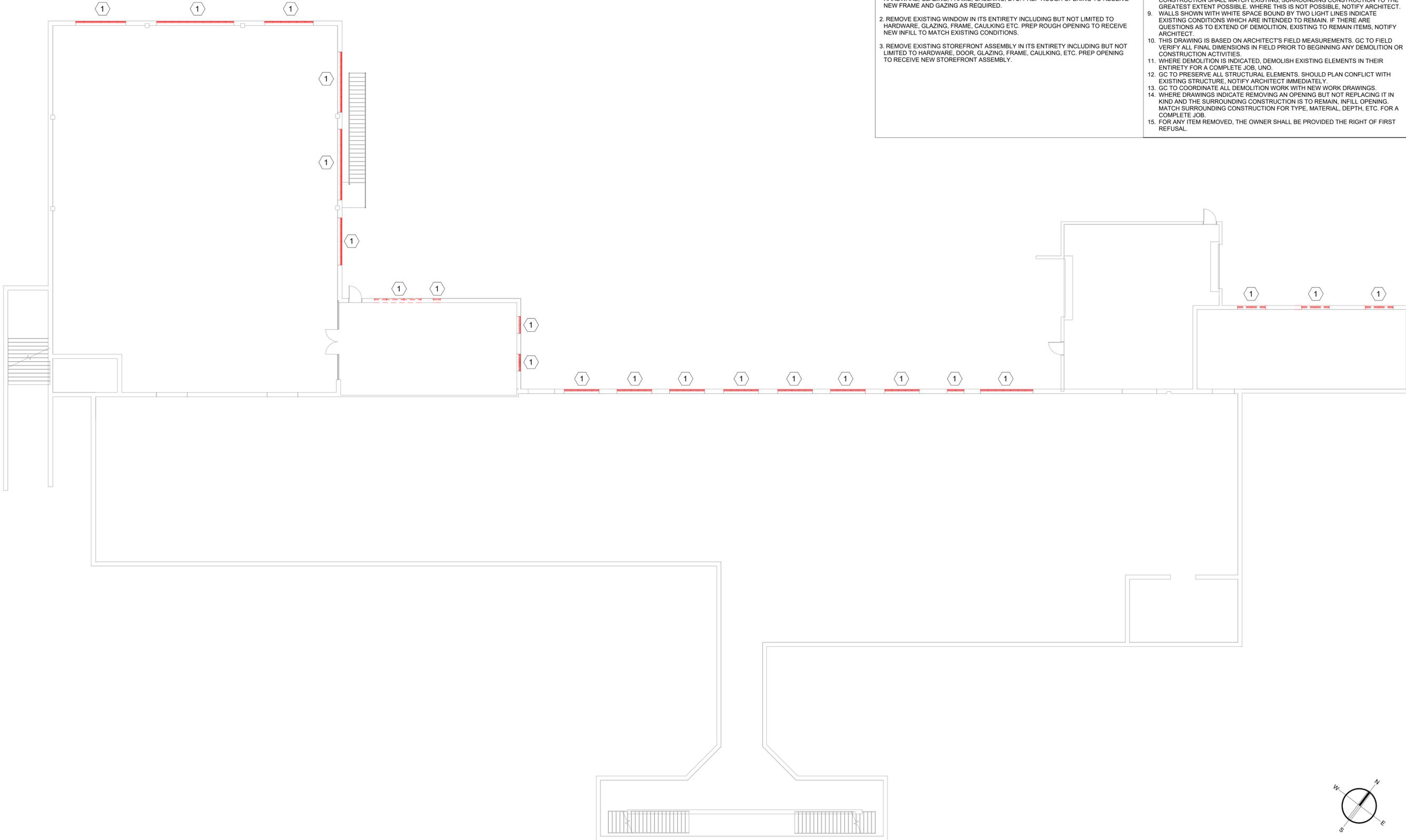
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FIRST FLOOR  
ENLARGED DEMO PLAN

**AD102.0**

DEMOLITION (ARCH)



**DEMOLITION LEGEND**

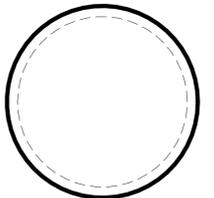
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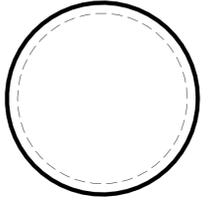
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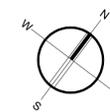
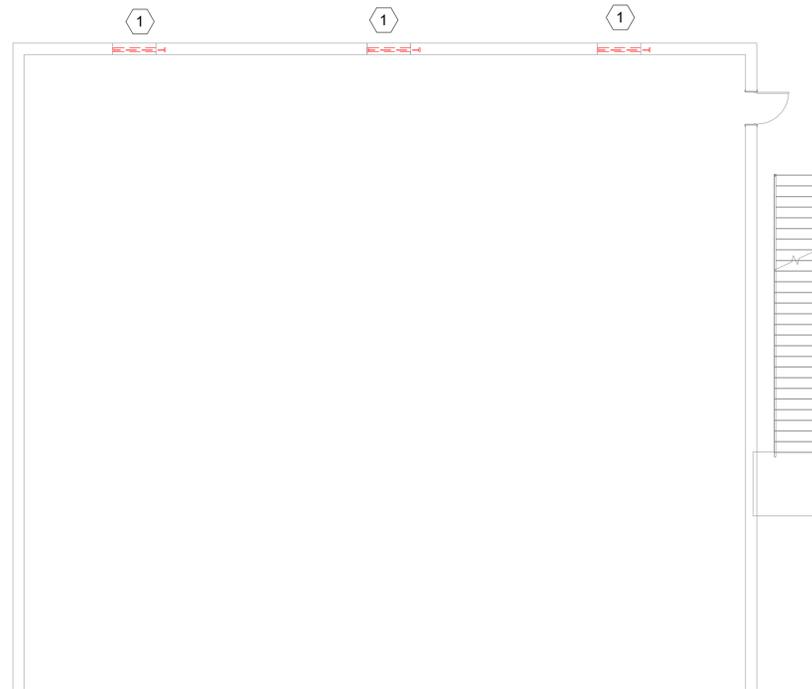
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BASEMENT DEMO PLAN

AD103.0

DEMOLITION (ARCH)



**DEMOLITION NOTES**

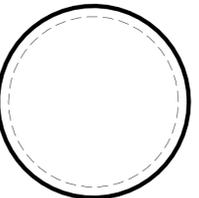
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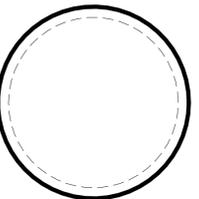
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DESIGN PROFESSIONAL



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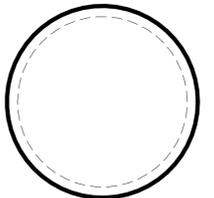
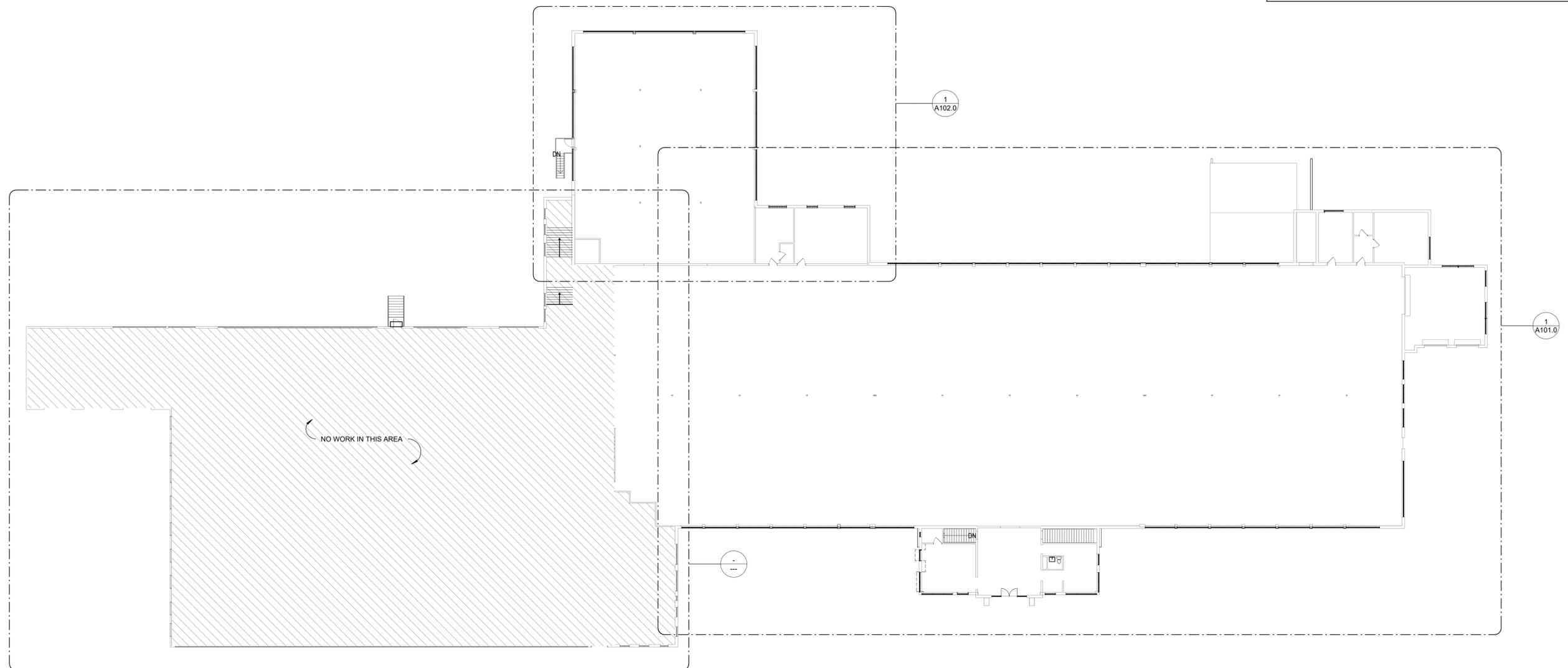
BASEMENT STORAGE  
DEMO PLAN

**AD104.0**

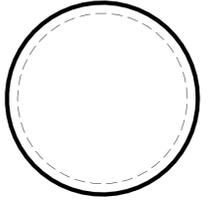
DEMOLITION (ARCH)

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3. SOME INFORMATION NOT SHOWN ON THIS SHEET FOR CLARITY. REFER TO ALL OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
4. COORDINATE AND PROVIDE BLOCKING IN PARTITIONS FOR THE INSTALLATION AND ATTACHMENT OF ALL WALL-MOUNTED EQUIPMENT, FIXTURES, AND PRODUCTS. REFER TO ARCHITECTURAL AND MEP DRAWINGS FOR THE LOCATIONS OF WALL-MOUNTED EQUIPMENT AND PRODUCTS. WHERE SPECIFIC BLOCKING REQUIREMENTS ARE NOT AVAILABLE, PROVIDE BLOCKING AT INTERIOR WALLS WHERE STUD LENGTH IS TWO EQUAL SPACINGS ON EITHER SIDE OF BLOCKING AND AT EXTERIOR WALLS WHERE STUD LENGTH IS THREE EQUAL SPACINGS BETWEEN BLOCKING. IF BLOCKING LOCATIONS ARE UNCERTAIN, NOTIFY ARCHITECT.
5. WHERE WALLS OF DIFFERENT TYPES ARE SHOWN TO ALIGN IN PLAN, ALIGN FINISH FACE OF WALLS, UNO.
6. REFER TO SHEET A400.0 FOR DOOR SCHEDULE.
7. REFER TO SHEET A401.0 FOR WINDOW SCHEDULE.
8. REFER TO ENLARGED PLANS FOR INTERIOR DIMENSIONS NOT SHOWN.
9. MAINTAIN 4" MIN. FROM ALL DOOR FRAME JAMBS TO ADJACENT WALLS, UNO. REFER TO ADA DETAILS FOR ADDITIONAL REQUIREMENTS.
10. GYPSUM WALLBOARD TO BE MOISTURE-RESISTANT AT WALLS WITH PLUMBING FIXTURES AND WALLS IMMEDIATELY ADJACENT TO PLUMBING FIXTURES.
11. GYPSUM WALL BOARD TO BE IMPACT-RESISTANT IN ROOMS WHERE TYPICAL USAGE OF ROOM MAY RESULT IN REGULAR AND/OR SIGNIFICANT DAMAGE TO WALL FINISH.
12. GYPSUM WALL BOARD TO BE TYPE X AT ALL RATED WALLS.
13. ALL MASONRY TO BE PROVIDED WITH CONTROL JOINTS SPACED NOT GREATER THAN 30'-0" APART MEASURED HORIZONTALLY ACROSS FINISH FACE. JOINT COLOR TO MATCH BRICK, UNO.



DESIGN PROFESSIONAL



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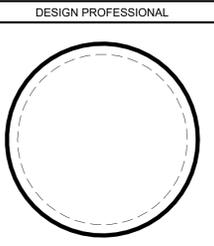
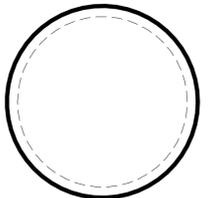
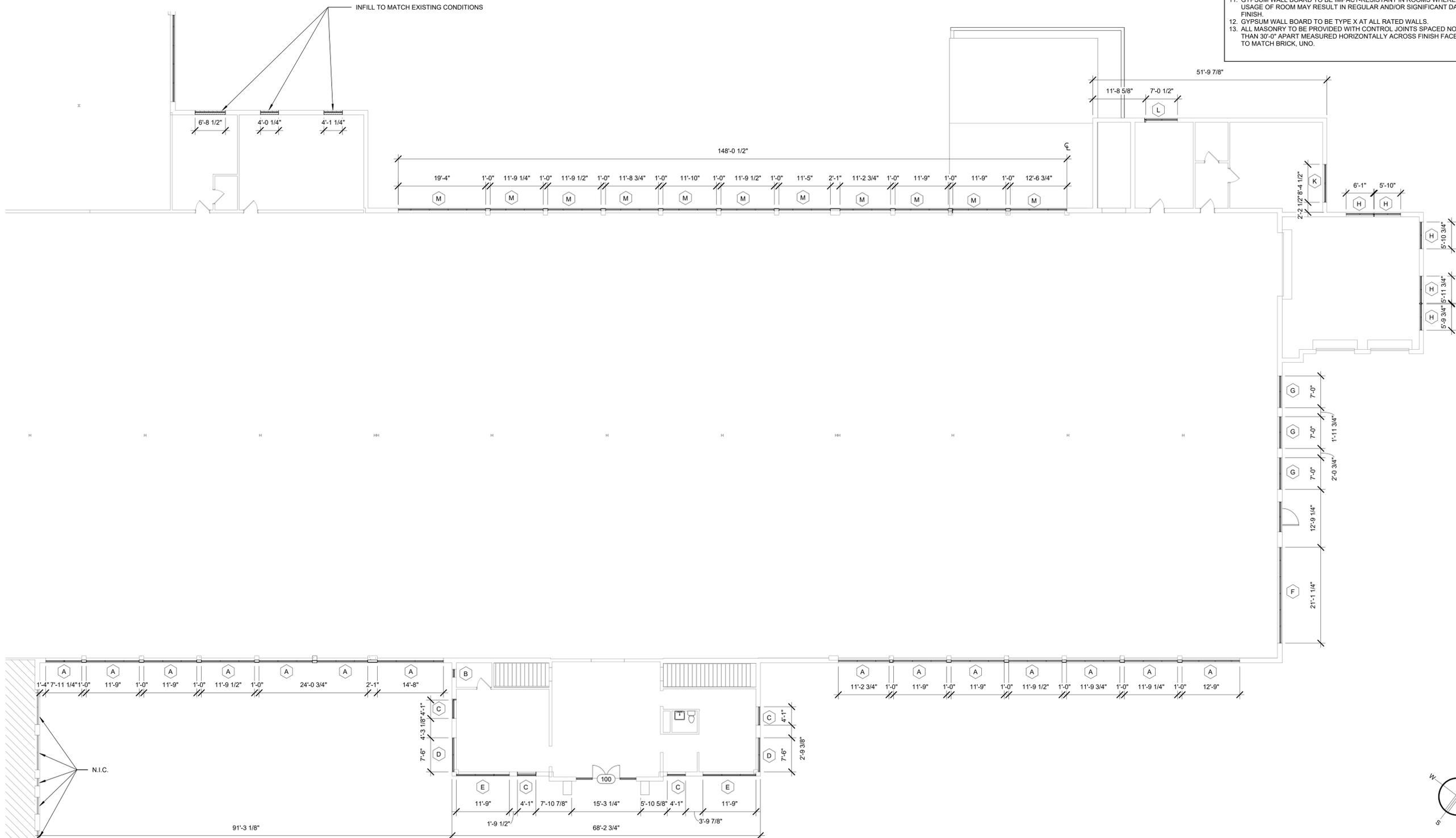
OVERALL FIRST FLOOR PLAN

**A100.0**

ARCHITECTURAL

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DESIGN PROFESSIONAL  
PLAN REVIEWER

BY JDG  
DATE 07/02/2025  
SET CONSTRUCTION DOCUMENTS



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FIRST FLOOR  
ENLARGED PLAN

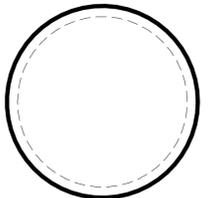
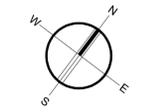
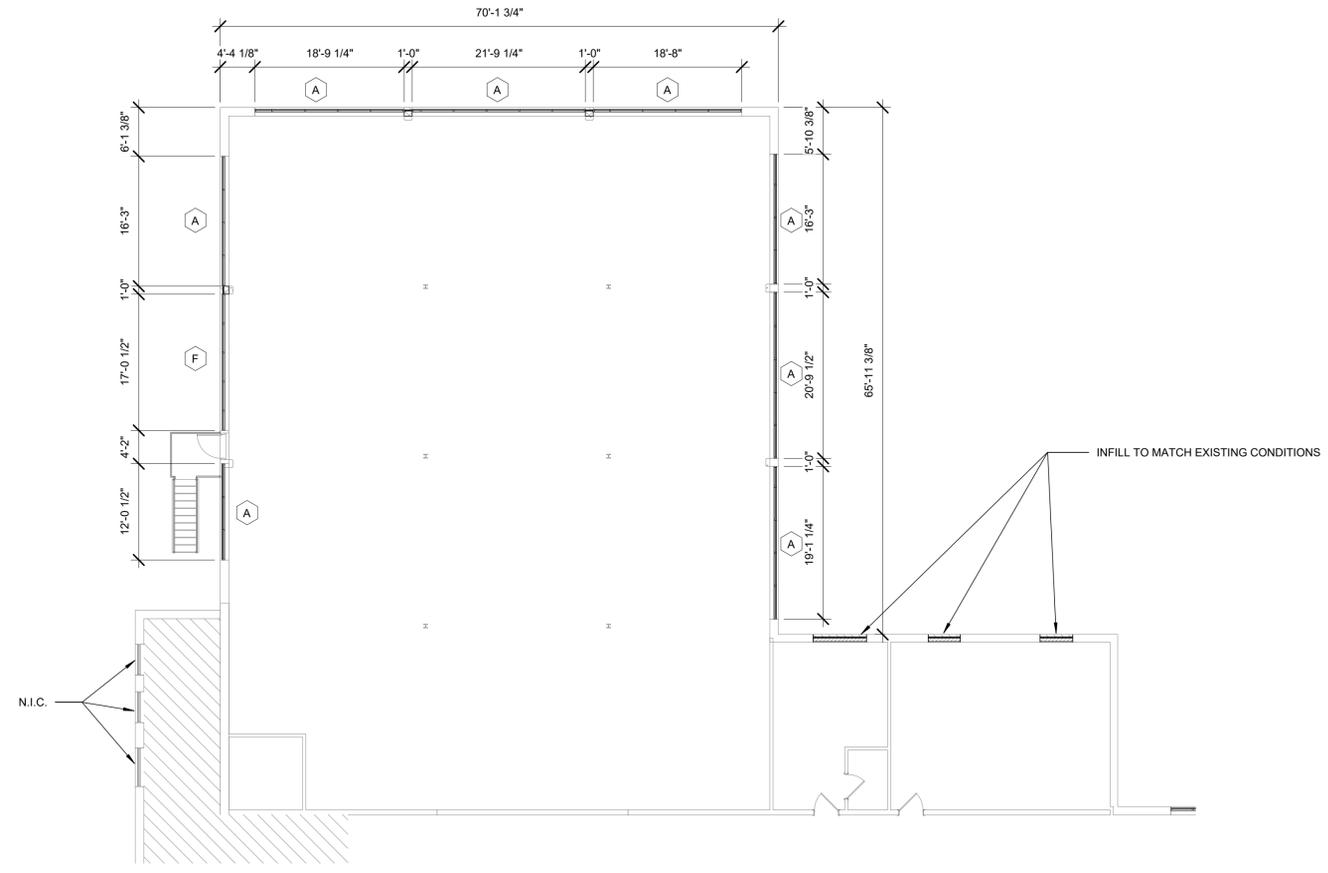
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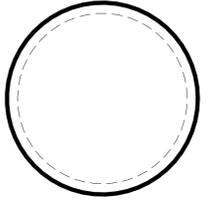
1 FIRST FLOOR ENLARGED PLAN  
3/32" = 1'-0"

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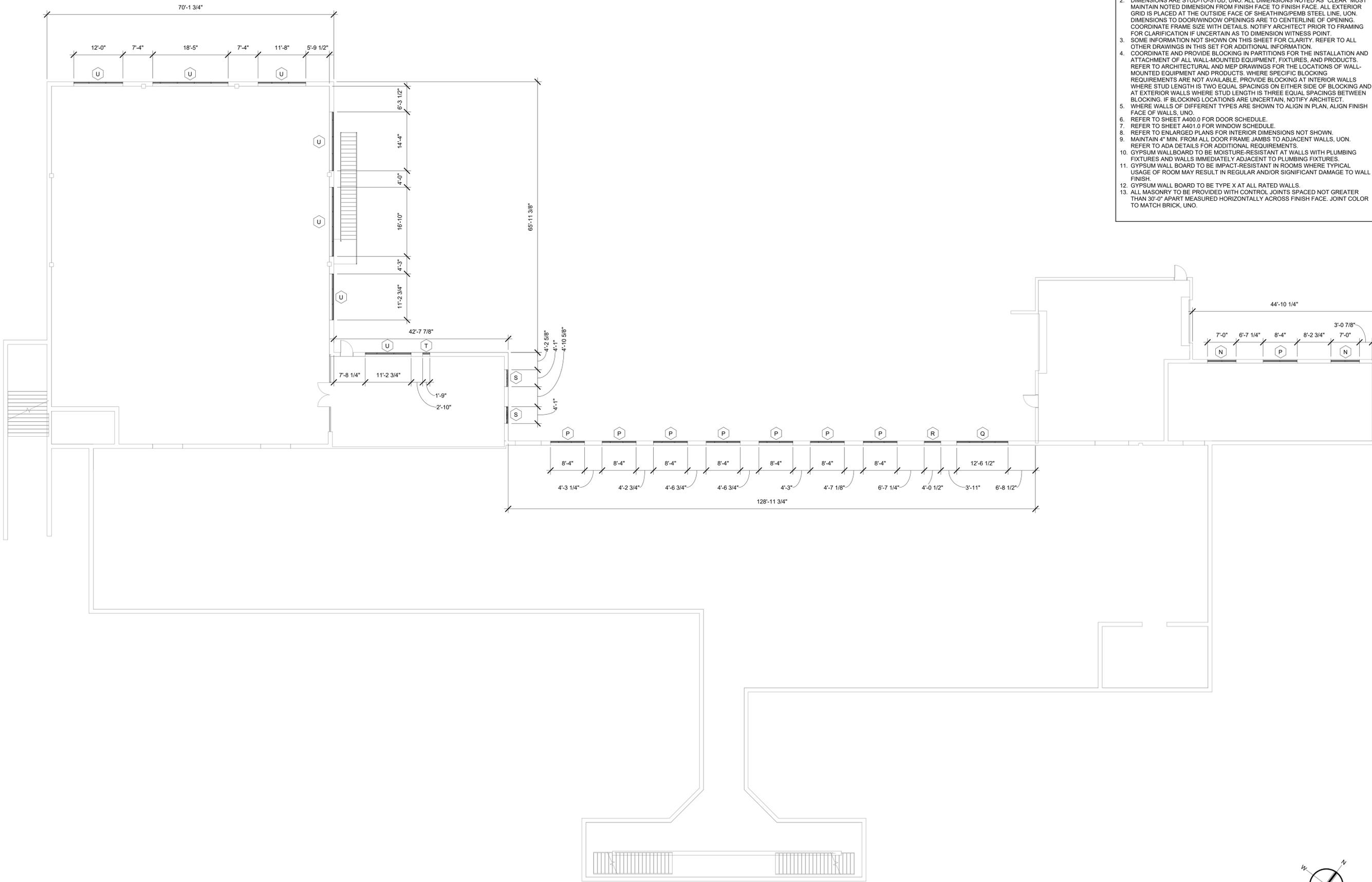
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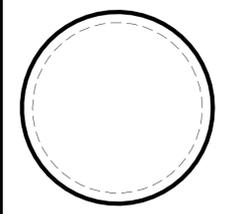
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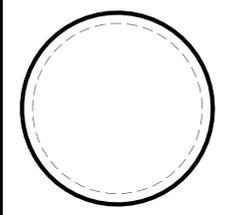


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DESIGN PROFESSIONAL



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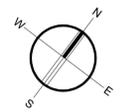
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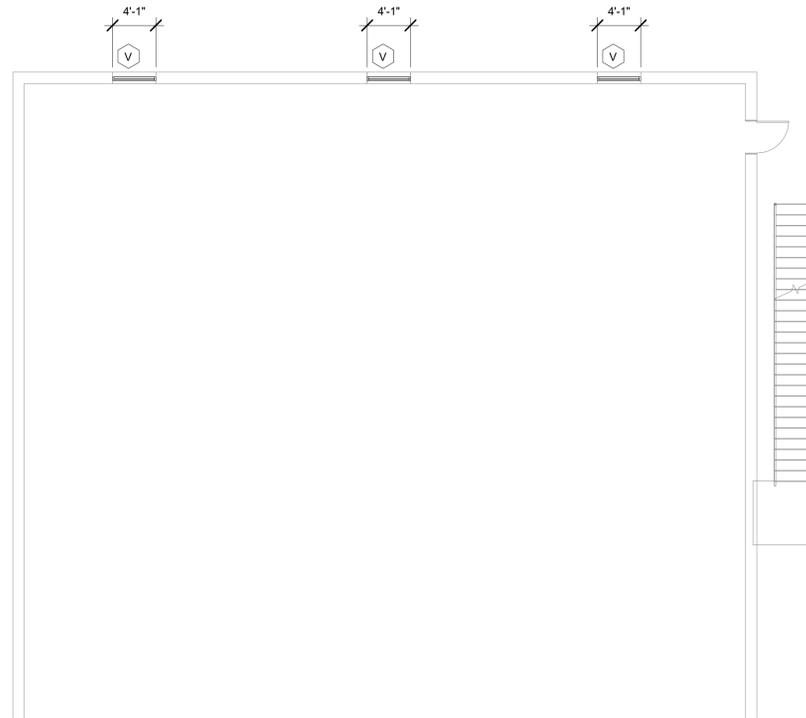


BASEMENT FLOOR PLAN

A103.0

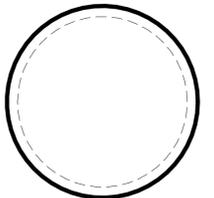
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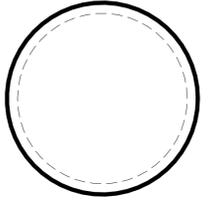


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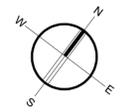
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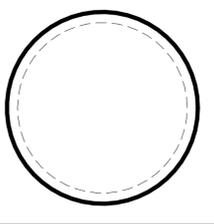
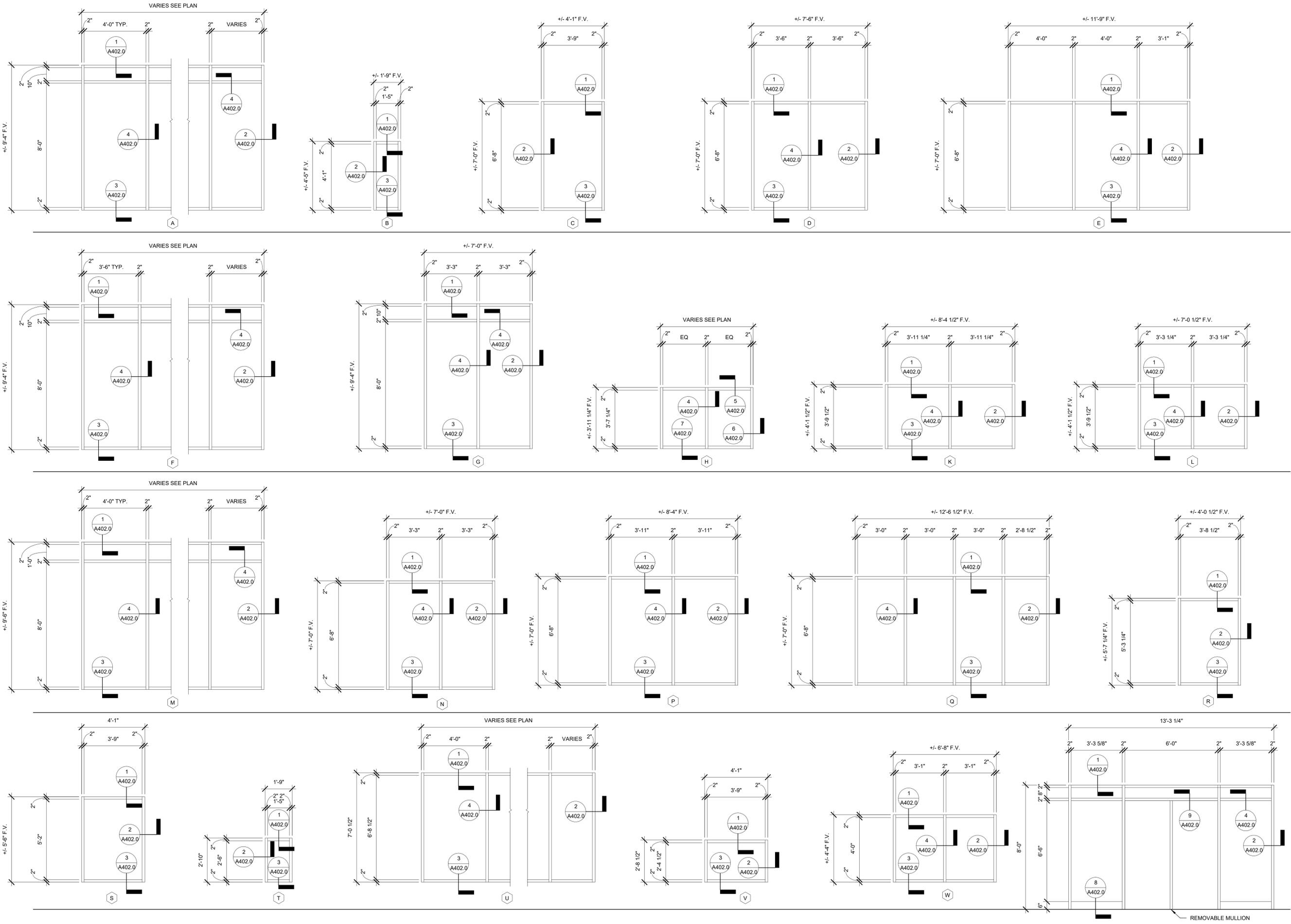
BASEMENT STORAGE  
 FLOOR PLAN

**A104.0**

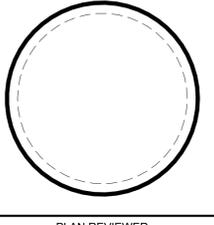
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DOOR AND WINDOW  
SCHEDULE

**A401.0**  
ARCHITECTURAL

DOOR SCHEDULE - FIRST FLOOR										
MARK	DOOR SIZE		DOOR			FRAME		Hardware	FIRE RATING	Comments
	WIDTH	HEIGHT	TYPE	DOOR MATERIAL	DOOR FINISH	FRAME TYPE	FRAME MATERIAL			
100	6'-0"	7'-0"	Door-Curtain In-Wall-Double-Storefront	ALUMINUM	ANODIZED	STORE FRONT	ALUMINUM	12	N/A	

HARDWARE SCHEDULE					
GROUP	QTY.	DESCRIPTION	MANUFACTURER	CATALOG #	FINISH
GROUP #12	2	PIVOT SET	IVES	7212 SET	652
	1	PANIC HARDWARE	FALCON	1690-EO-HEX-SU	628
	1	PANIC HARDWARE	FALCON	1692-NL-OP-169CA-HEX-SU	628
	1	RIM CYLINDER	SCHLAGE	20-021	626
	2	90 DEG OFFSET PULL	IVES	8190HD 10" STD	630
	2	SURFACE CLOSER	FALCON	SC71A TOP JAMB MOUNT	689
	2	MOUNTING PLATE	FALCON	SC70-18	689
	1	THRESHOLD	ZERO	655A-223	A
	1	RAIN DRIP	ZERO	1424A	AA

\* PERIMETER WEATHER, MEETING STYLE AND DOOR SWEEP SEALS PROVIDED BY ALUMINUM SECTION.

\*\* DOORS REQUIRE SPECIAL 3/8" UNDERCUT FOR ADA TYPE THRESHOLD.

NOTE: HARDWARE SPECIFIED ON THIS SHEET PROVIDES INFORMATION ABOUT HARDWARE QUALITY, TYPE, AND FINISHES REQUIRED FOR THIS PROJECT. ALTERNATIVES MAY BE USED PENDING ARCHITECT'S APPROVAL.

### DOOR NOTES

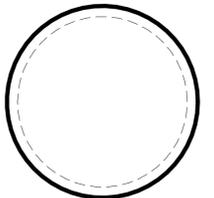
- THRESHOLDS SHALL NOT EXCEED 1/2" IN HEIGHT.
- THRESHOLDS SHALL BE BEVELED TO A SLOPE NO GREATER THAN 1:2.
- DOOR HARDWARE SHALL BE LEVER TYPE, OPERABLE WITH ONE HAND AND NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST FOR OPERATION.
- METAL DOORS AND FRAMES TO BE "REPUBLIC," "STEELCRAFT," OR A COMPETITOR OF SIMILAR QUALITY.
- WOOD DOORS TO BE "C.E. MORGAN," "SIMPSON," OR A COMPETITOR OF SIMILAR QUALITY.
- INTERIOR WOOD DOORS TO BE STAINED AND VARNISHED OR PAINTED AS DIRECTED BY OWNER.
- ALL HARDWARE SELECTIONS, KEYING, ETC. TO BE VERIFIED BY OWNER PRIOR TO PURCHASE.
- FIELD VERIFY ALL OPENINGS PRIOR TO FABRICATION/PURCHASE.
- ALL DOOR RETURNS MEASURED FROM JAMB (HINGE SIDE) OF DOOR TO INSIDE FACE OF NEAREST STUD UNLESS NOTED OTHERWISE. "CENTER" MEANS CENTER BETWEEN INSIDE FACES OF STUDS.

### ACCESSIBILITY NOTES

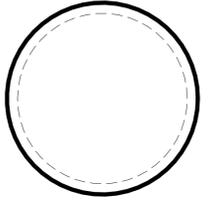
- DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS SHALL BE INSTALLED 34" MINIMUM AND 48" MAXIMUM ABOVE THE FINISHES FLOOR. HARDWARE LISTED ON THIS SHEET MUST COMPLY WITH THESE REQUIREMENTS.

### CRITICAL ENERGY CODE NOTES

- ALL EXTERIOR FIXED GLASS TO HAVE MINIMUM U-FACTOR RATING OF 0.38 AND MINIMUM SHGC RATING OF 0.40.
- ALL EXTERIOR DOORS TO HAVE A MINIMUM U-FACTOR RATING OF 0.77.



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WINDOW DETAILS

A402.0

ARCHITECTURAL

<p>EXISTING WALL WITH BRICK VENEER. FIELD VERIFY TYP.. CAULK PERIMETER CONT. W/ BACKER ROD AND SEALANT, BOTH SIDES, TYP. NEW PRE-FIN. THERMALLY BROKEN ALUM. WNDW. HEAD, SEE MFGR. 4 1/2"</p>	<p>NEW MTL. PANEL W/ CLIP SYSTEM SEE MFGR. COLOR AS SELECTED BY OWNER. NEW 1/2" DENSGLOSS over 3 5/8" LG MTL. STUDS W/ R-19 BATT INSULATION NEW PRE-FIN. THERMALLY BROKEN ALUM. WNDW. JAMB SEE MFGR. 2" TYP. 6" TYP. EXISTING CONCRETE COLUMN. ±1'-0" F.V. CAULK PERIMETER CONT. W/ BACKER ROD AND SEALANT, BOTH SIDES, TYP. EXISTING WALL WITH BRICK VENEER, FIELD VERIFY.</p>	<p>NEW PRE-FIN. THERMALLY BROKEN ALUM. WNDW. SILL SEE MFGR. CAULK PERIMETER CONT. W/ BACKER ROD AND SEALANT, BOTH SIDES, TYP. EXISTING WALL W/ BRICK VENEER, FIELD VERIFY. EXISTING CONCRETE SILL. 4 1/2"</p>	<p>STOREFRONT SYSTEM. REFER TO SPECIFICATIONS MANUAL FOR PRODUCT DETAILS. DOOR AND GLAZING INSTANCES VARY BY INSTANCE. VERT.      HORZ.</p>	<p>EXISTING MTL. PANEL WALL FIELD VERIFY. NEW FLASHING. NEW LG. MTL. CHANNEL HEADER. CAULK PERIMETER CONT. W/ BACKER ROD AND SEALANT, BOTH SIDES, TYP. NEW PRE-FIN. THERMALLY BROKEN ALUM. WNDW. HEAD SEE MFGR. 4 1/2"</p>
<p>NEW BREAK METAL BETWEEN MULLIONS. 2" TYP. EXISTING MTL. PANEL WALL FIELD VERIFY. NEW PRE-FIN. THERMALLY BROKEN ALUM. WNDW. JAMB SEE MFGR. CAULK PERIMETER CONT., BOTH SIDES, TYP.</p>	<p>PRE-FIN. THERMALLY BROKEN ALUM. WNDW. SILL SEE MFGR. CAULK PERIMETER CONT. W/ BACKER ROD AND SEALANT, BOTH SIDES, TYP. EXISTING MTL. PANEL WALL FIELD VERIFY. 4 1/2"</p>	<p>NEW PRE-FINISHED THERMALLY BROKEN ALUM. SF. SILL. CAULK PERIMETER CONT. BOTH SIDES W/ BACKER ROD AND SEALANT, TYP. 6"      4 1/2"</p>	<p>NEW PRE-FINISHED THERMALLY BROKEN ALUM. STOREFRONT DOOR HEAD. 4 1/2"</p>	<p>NEW PRE-FINISHED THERMALLY BROKEN ALUM. STOREFRONT DOOR JAMB. 2"      4 1/2"</p>
<p><b>1 ALUM. SF. HEAD DETAIL 1</b> 1 1/2" = 1'-0"</p>	<p><b>2 ALUM. SF. JAMB DETAIL 1</b> 1 1/2" = 1'-0"</p>	<p><b>3 ALUM. SF. SILL DETAIL 1</b> 1 1/2" = 1'-0"</p>	<p><b>4 ALUM. SF. MULLION DETAIL</b> 1 1/2" = 1'-0"</p>	<p><b>5 ALUM. SF. HEAD DETAIL 2</b> 1 1/2" = 1'-0"</p>
<p><b>6 ALUM. SF. JAMB DETAIL 2</b> 1 1/2" = 1'-0"</p>	<p><b>7 ALUM. SF. SILL DETAIL 2</b> 1 1/2" = 1'-0"</p>	<p><b>8 ALUM. SF. SILL DETAIL 3</b> 1 1/2" = 1'-0"</p>	<p><b>9 ALUM. SF. DOOR HEAD</b> 1 1/2" = 1'-0"</p>	<p><b>10 ALUM. SF. DOOR JAMB</b> 1 1/2" = 1'-0"</p>

# **APPENDIX D**

## Window Specifications

Appendix D  
ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Infill panels of glass.
- C. Aluminum doors.
- D. Weatherstripping.

1.02 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems; 2015.
- C. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.
- D. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2020.
- E. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- F. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- G. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- H. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- I. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- J. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- K. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors; 2002 (Reapproved 2018).
- L. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015 (Reapproved 2023).
- M. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

### 1.04 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

### 1.05 WARRANTY

- A. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- B. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Basis of Design: Kawneer North America:  
[https://www.kawneer.com/kawneer/north\\_america/en/info\\_page/home.asp](https://www.kawneer.com/kawneer/north_america/en/info_page/home.asp)

### 2.02 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Center-Set Style, Thermally-Broken:
  - 1. Basis of Design: Kawneer North America; Trifab VersaGlaze 451T Framing System:  
<https://www.kawneer.us/products/storefront-framing/trifab-versaglaze-451-451t-framing-system/>
  - 2. Vertical Mullion Dimensions: As indicated by drawings.
- B. Center-Set Style, Not Thermally-Broken:
  - 1. Basis of Design: Kawneer.

### 2.03 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
  - 1. Finish: Class I natural anodized.
    - a. Factory finish all surfaces that will be exposed in completed assemblies.
    - b. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
  - 2. Finish Color: As selected by Architect from manufacturer's standard line.
  - 3. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
  - 4. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.

5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
6. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
7. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
8. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
9. Preparation for Window Treatments: Provide reinforced interior horizontal head rail.

## 2.04 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
  1. Framing members for interior applications need not be thermally broken.
  2. Glazing Stops: Flush.
  3. Structurally Reinforced Members: Extruded aluminum with internal reinforcement of structural steel member.

## 2.05 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Sheet Aluminum: ASTM B209 (ASTM B209M).
- C. Structural Steel Sections: ASTM A36/A36M; galvanized in accordance with requirements of ASTM A123/A123M.
- D. Structural Supporting Anchors: See Section 05 12 00.
- E. Structural Supporting Anchors Attached to Structural Steel: Design for bolted attachment.
- F. Structural Supporting Anchors Attached to Reinforced Concrete Members: Design for welded attachment to weld plates embedded in concrete.
- G. Fasteners: Stainless steel.
- H. Exposed Flashings: Aluminum sheet, 20 gage, 0.032 inch minimum thickness; finish to match framing members.
- I. Concealed Flashings: Galvanized steel, 26 gage, 0.0179 inch minimum base metal thickness.
- J. Concealed Flashings: Stainless steel, 26 gage, 0.0187 inch minimum thickness.
- K. Concealed Flashings: Sheet aluminum, 26 gage, 0.017 inch minimum thickness.
- L. Sill Flashing Sealant: Elastomeric, silicone or polyurethane, compatible with flashing material.
- M. Sealant for Setting Thresholds: Non-curing butyl type.
- N. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

- O. Glazing Accessories: As specified in Section 08 80 00.
- P. Shop and Touch-Up Primer for Steel Components: Zinc oxide, alkyd, linseed oil primer appropriate for use over hand cleaned steel.
- Q. Touch-Up Primer for Galvanized Steel Surfaces: SSPC-Paint 20, zinc rich.

## 2.06 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.
- B. Class I Color Anodized Finish: AAMA 611 AA-M12C22A42 Integrally colored anodic coating not less than 0.7 mils thick.
- C. Color: As indicated on drawings.
- D. Touch-Up Materials: As recommended by coating manufacturer for field application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that wall openings and adjoining air and vapor seal materials are ready to receive work of this section.

### 3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Install operating sash.
- J. Set thresholds in bed of sealant and secure.

- K. Install glass in accordance with Section 08 80 00, using glazing method required to achieve performance criteria.
- L. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

### 3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

### 3.04 FIELD QUALITY CONTROL

- A. Water-Spray Test: Provide water spray quality test of installed storefront components in accordance with AAMA 501.2 during construction process and before installation of interior finishes.
  - 1. Perform a minimum of two tests in each designated area as indicated on drawings.
  - 2. Conduct tests in each area prior to 10 percent and 50 percent completion of this work.
- B. Repair or replace storefront components that have failed designated field testing, and retest to verify performance complies with specified requirements.

### 3.05 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

### 3.06 PROTECTION

- A. Protect installed products from damage until Date of Substantial Completion.

# **APPENDIX E**

## Cooperative Agreement

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 02D62423 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 4B	<b>DATE OF AWARD</b> 10/20/2023
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 10/25/2023
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> PEND
		<b>RECIPIENT TYPE:</b> Not for Profit	
<b>RECIPIENT:</b> OakPointe Centre Inc 419 Bourne Avenue PO Box 259 Somerset, KY 42501 EIN: 88-2910174		<b>PAYEE:</b> Oak Pointe Centre Inc 419 Bourne Ave PO Box 259 Somerset, KY 42501	
<b>PROJECT MANAGER</b> Brenda Russell 419 Bourne Avenue PO Box 259 Somerset, KY 42501-0259 Email: oakpointecentre@gmail.com Phone: 606-679-8560		<b>EPA PROJECT OFFICER</b> Nichole Rodgers 61 Forsyth Street, SW Atlanta, GA 30303 Email: Rodgers.Nichole@epa.gov Phone: 404-562-8069	
<b>EPA GRANT SPECIALIST</b> Sharonita Johnson Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303 Email: johnson.sharonita@epa.gov Phone: 404-562-8311			
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements  This action approves an award in the amount of \$999,821 to the Oak Pointe Centre Inc. to conduct remediation activities as authorized by CERLCA 104(k)(3) in Somerset, Kentucky. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Activities to be performed include the clean up of a brownfield site. The recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for the site(s), and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Anticipated deliverables include the remediation of one brownfield site and the recipient anticipates holding 8 community meetings, finalizing one Analysis of Brownfield Cleanup Alternatives, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Somerset, Kentucky.. OakPointe Centre Inc. may not incur costs for this agreement until OECRC advises EPA's Grants Management Officer and Research Triangle Park Finance Office that the 4700-4 Form has been approved.. No subawards are included in this assistance agreement.			
<b>BUDGET PERIOD</b> 07/01/2023 - 09/30/2027	<b>PROJECT PERIOD</b> 07/01/2023 - 09/30/2027	<b>TOTAL BUDGET PERIOD COST</b> \$999,821.00	<b>TOTAL PROJECT PERIOD COST</b> \$999,821.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 11/18/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$999,821.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$999,821.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4, Land, Chemicals, and Redevelopment Division R4 - Region 4 61 Forsyth Street, SW Atlanta, GA 30303	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Shantel Shelmon - Grants Management Officer			<b>DATE</b> 10/20/2023

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$999,821	\$999,821
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$999,821	\$999,821

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2304VT3076	23	E4SD	04V4AG7	000D79X89	4114	-	-	\$999,821
									\$999,821

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$24,000
2. Fringe Benefits	\$0
3. Travel	\$6,500
4. Equipment	\$0
5. Supplies	\$1,000
6. Contractual	\$103,575
7. Construction	\$820,746
8. Other	\$44,000
9. Total Direct Charges	\$999,821
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$999,821
12. Total Approved Assistance Amount	\$999,821
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$999,821
15. Total EPA Amount Awarded To Date	\$999,821

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and Sharonita Johnson, [johnson.sharonita@epa.gov](mailto:johnson.sharonita@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): Sharonita Johnson, [johnson.sharonita@epa.gov](mailto:johnson.sharonita@epa.gov), 404-562-8311.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Nichole Rodgers, [rodgers.Nichole@epa.gov](mailto:rodgers.Nichole@epa.gov), 404-562-8069.
- Payment requests (if applicable): Nichole Rodgers, [rodgers.Nichole@epa.gov](mailto:rodgers.Nichole@epa.gov), 404-562-8069.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Nichole Rodgers, [rodgers.Nichole@epa.gov](mailto:rodgers.Nichole@epa.gov), 404-562-8069.

### **B. Pre-Award Costs**

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

### **C. Pre-Award Administrative Capability**

OakPointe Centre Inc. pre-award certification review was initiated but is not completed. EPA's policy for awarding financial assistance in excess of \$200,000 to non-profit organizations requires an Administrative Capability Assessment review of the recipient's administrative and financial management systems be conducted **prior** to the recipient drawing down any EPA funds per [EPA Order 5700.8](#). Because EPA has not yet completed the review, OakPointe Centre Inc. is precluded from drawing down funds under this assistance agreement until EPA provides written confirmation of

the completion of the assessment with satisfactory results. Please note, any costs incurred prior to EPA approval are at OakPointe Centre Inc. own risk. If OakPointe Centre Inc. fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR § 200.339.

### **Programmatic Conditions**

## **FY23 Brownfields Cleanup Cooperative Agreement Infrastructure Investment and Jobs Act Funds Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Cleanup Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 (FY23) competition for Brownfield Cleanup cooperative agreements. EPA's approval of the FY23 application indicates that the CAR is in compliance with the Site Characterization requirement (as outlined in Section III.B.9. of the FY23 Cleanup Grant Guidelines) and has provided information to EPA that demonstrates that a sufficient level of site characterization from environmental site assessments have been performed for the remediation work to begin on the site(s) subject to this agreement.

EPA has conditionally approved the workplan. The recipient may incur costs on eligible

activities associated with the conditionally-approved workplan up to \$999,821. Until a final revised workplan has been approved by the EPA Grants Management Officer or Award Official as appropriate:

- a. the recipient should not request payments and EPA will not make payments for unapproved work; and
- b. any costs incurred for unapproved work by the recipient are at its own risk.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to conduct cleanups through a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA

Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). The CAR can also refer to EPA's [Frequently Asked Questions for BABA](#) for more information.

8. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

## II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

### A. Site Ownership

1. The CAR may only clean up the site(s) it solely owns that is specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup Grant funds are disbursed for the cleanup of the site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site(s). For the purposes of this agreement, the term “owns” means fee simple title unless the EPA previously approved a different ownership arrangement.

## B. Continuing Obligations for CARs

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its eligible status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing “all appropriate inquiries” into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
  
- d. Taking “reasonable steps” with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
  
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
  
- f. Providing full cooperation, assistance, and access to persons that are authorized to  
  
conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.
  
- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
  
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR’s continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

### C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR shall not substitute a different brownfield site.
2. The CAR shall not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

## III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

### A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- an appropriate remediation plan is in place, institutional control development (if necessary) has commenced;
- initial community engagement activities have taken place;

relevant state or tribal pre-cleanup requirements are being addressed;  
a Qualified Environmental Professional has been procured; and  
a solicitation for remediation services has been issued.

Sufficient progress at 30 months is indicated when:

at least 50% of the site-specific activities have been completed and funds have been requested by and disbursed to the CAR;  
a Quality Assurance Project Plan has been approved by EPA; and  
other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

## B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

e. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

f. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

h. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

- i. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1. The EPA Project Officer will provide waivers to provisions a. – d. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site remediation activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site cleanup activities at a given site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable Kentucky cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental

Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will

require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

6. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the

Cleaning Quarterly Report function or to the EPA Project Officer. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers<sup>[1]</sup> among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to clean up the specific property(ies) under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

#### E. Property Profile Submission

1. The CAR must report on interim progress (e.g., clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

#### F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

## IV. FINANCIAL ADMINISTRATION REQUIREMENTS

### A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

### B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.

- b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

- d. Using up to \$50,000 of the cooperative agreement funds to conduct unforeseen environmental site assessment activities only when:

- i. the state or tribal environmental authority requires additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); or

the site is not enrolled in the State or Tribal response program and the

Environmental Professional recommends, in writing, additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); and

ii. the CAR has exhausted available resources to conduct the environmental site assessment, including the resources described in the FY23 application.

The CAR must obtain written approval from the EPA Project Officer to use funding from this cooperative agreement to characterize the site.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

h. Establishing an Administrative Record.

g. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient* .]

j. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding,

monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the cleanup activities.

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the sum of direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$49,964. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

### C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
- c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
- d. Job training activities unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
  
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

## V. CLEANUP REQUIREMENTS

### A. Authorized Cleanup Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new

information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

## B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).

5. The recipient must submit a QAPP Checklist with the QAPP. The QAPP Checklist can be found online at: <https://www.epa.gov/brownfields/region-4-quality-assurance-project-plan-qapp-tool-box>.

**6. Competency of Organizations Generating Environmental Measurement Data:** In

accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

**C. Public Involvement and Community Outreach**

1. All cleanup activities require a site-specific Community Involvement Plan. The plan must include providing reasonable notice to the community and opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

**D. Public Awareness**

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may

include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

- a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
  
- b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Oak Pointe Center received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.D.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.
  
- c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

- d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate

the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

#### E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### F. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and

the environment as it is implemented.

2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

#### G. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanup is complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

#### H. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to cleanups supported with Cleanup cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental noncompliance at the site(s) subject to this agreement.

## VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

## A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a)

## B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

## **APPENDIX F**

### **Pulaski County Prevailing Wages**

"General Decision Number: KY20250034 03/14/2025

Superseded General Decision Number: KY20240034

State: Kentucky

Construction Type: Building

County: Pulaski County in Kentucky.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/28/2025
3	03/14/2025

ASBE0046-002 05/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.09	17.19

\* BOIL0040-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.85	28.44

CARP1650-007 06/01/2024

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 32.25	18.09

ELEC0317-005 06/03/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 38.30	23.12

\* ELEV0011-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.41	38.435+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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ENGI0181-083 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bobcat/Skid Steer/Skid Loader).....	\$ 37.83	19.10

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ENGI0181-084 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 32.45	19.10

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ENGI0181-085 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 37.83	19.10

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$.75 ABOVE THE WAGE RATE.  
ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

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ENGI0181-086 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 37.83	19.10

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ENGI0181-092 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.83	19.10

-----  
IRON0769-005 06/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING		
ZONE 1.....	\$ 37.66	29.24
ZONE 2.....	\$ 38.06	29.24
ZONE 3.....	\$ 39.66	29.24

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

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LAB00189-007 06/01/2024

	Rates	Fringes
LABORER (Pipelayer).....	\$ 27.63	16.48

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LAB00576-012 07/01/2024

	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 25.22	12.74

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LAB00576-014 07/01/2024

	Rates	Fringes
LABORER (Carpenter Tender, Common or General).....	\$ 25.02	12.74

-----  
LAB01392-004 07/01/2024

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 27.25	16.64

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PAIN1072-005 12/01/2024

	Rates	Fringes
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PAINTER (Spray Only).....	\$ 34.29	23.95
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PLUM0452-014 11/01/2024		
	Rates	Fringes
PIPEFITTER.....	\$ 41.00	21.66
-----		
SFKY0669-001 01/01/2025		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.33	26.08
-----		
SHEE0110-006 12/01/2024		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 39.69	25.16
-----		
* UAVG-KY-0007 01/01/2025		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 36.73	27.05
-----		
* UAVG-KY-0008 01/01/2025		
	Rates	Fringes
LABORER: Power Tool Operator....	\$ 28.73	19.36
-----		
* SUKY2015-017 06/02/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 24.61	11.88
CEMENT MASON/CONCRETE FINISHER...	\$ 27.99	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.31	15.40
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.11	13.00
OPERATOR: Grader/Blade.....	\$ 24.33	13.00
PAINTER (Brush and Roller).....	\$ 18.20	6.43

PLUMBER.....	\$ 33.41	16.67
ROOFER.....	\$ 22.31	7.41
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.91	8.06
TILE FINISHER.....	\$ 17.67 **	7.45
TILE SETTER.....	\$ 25.77	6.10
TRUCK DRIVER: Dump Truck.....	\$ 17.07 **	6.25

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

## Survey Rate Identifiers

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

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

## State Adopted Rate Identifiers

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

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## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

# **APPENDIX G**

## Davis-Bacon Act Requirements

## **DBRA Requirements for Contractors and Subcontractors Under EPA Grants**

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

**For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.**

### ***(a) Required Contract Clauses***

#### **(1) Minimum Wages**

##### ***(i) Wage rates and fringe benefits***

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 paragraphs (d) and (e) of this section, 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 this section; 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 paragraph (a)(4) of this section.

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 paragraph (a)(1)(iii) of this section) 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 paragraph (a)(1)(iii) of this section, 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 paragraph (a)(1)(iii)(A)( 3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

( 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

( 2) The classification is used in the area by the construction industry; and

( 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. 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 paragraph (a)(1)(iii)(C) or (D) of this section 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 [§ 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 EPA, grant recipient, subrecipient at any tier, and/or contracting agency** 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 paragraph (a) of this section 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 [§ 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 paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** 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 paragraph (a)(2)(i) or (b)(3)(i) of this section, 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 paragraph (a)(1)(v) of this section 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 the **contracting agency** 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 the **contracting agency**. 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 paragraph (a)(3)(i)(B) of this section, 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 website 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 paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, 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 paragraph (a)(3)(ii)(C) of this section.

*(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 paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, 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 [§ 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 the **Environmental Protection Agency** 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 the **EPA, recipient, or subrecipient at any tier, contracting agency**, 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 journey workers 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 paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, 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 journey worker'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 journey workers 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) is reserved**

**(6) *Subcontracts***

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency 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) – (9) are reserved**

**(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 [§ 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 [§ 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, this part, or [29 CFR part 1](#) or [3](#);

(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, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

***For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).***

## **DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants**

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the [DBRA Requirements for Contractors Under EPA Grants](#).

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

### **(b) Contract Work Hours and Safety Standards Act (CWHSSA).**

#### **(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 paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, 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 paragraph (b)(1).

#### **(3) Withholding for Unpaid Wages and Liquidated Damages**

##### *(i) Withholding process.*

The EPA, recipient, or subrecipient at any tier, and/or contracting agency 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 this paragraph (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 [§ 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 paragraph (a)(2)(i) or (b)(3)(i) of this section, 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 paragraphs (b)(1) through (5) of this section 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 paragraphs (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 this part;

(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 this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part