ADDENDUM No. ONE (1) TO PROJECT DOCUMENTS
PANAMA CITY HOUSING AUTHORITY
OAKLAND GARDEN APARTMENTS IMPROVEMENTS 2020
PROJECT PCHA RFP #2020-03
Panama City, FL
FLA Project No. 4274-10

FLA FLORIDA ARCHITECTS LICENSE #AA0002730

**ADDENDUM NO. ONE (1)**

The Construction Drawings and/or Project Manual for the above project are amended in the following particulars and in these particulars only. All provisions of the original drawings and/or specifications shall remain in force, except as specifically modified or changed herein or by other Addenda issued by the Architect. This Addendum is hereby made part of the Contract Documents. Be sure to note Addenda on Acknowledgment on Bid Proposal Forms.

**GENERAL PROJECT INFORMATION:**

**RESPONSES TO QUESTIONS RECEIVED DURING BIDDING:**

Questions:

1. Are the soffit and fascia repairs being priced with unit pricing?

   Response: No. All soffits, soffit trim and fascia shall be replaced on all buildings with new pre-finished. Color shall be White.

2. Please provide the wage rates in effect for this contract.

   Response: Attached are wage guidelines pulled for 2020. However, the contractor is fully responsible for verifying and complying with Davis Bacon & certified payroll requirements for federally funded projects.

3. Will roof vents, stacks, etc. remain blue or existing color?

   Response: All roof vents, stacks and other roof accessories shall be painted to match new roof color.

4. Will there be an Allowance for sub-fascia?

   Response: Contractors shall provide a Unit Price per linear foot for replacing damaged sub-fascia. Replace Bid Form with revised Bid Form attached.

5. How shall we replace damaged beam wraps?

   Response: Beam wraps shall be replaced on Units where work is preformed on installing new porch columns. Method of replacement is to be determined by Contractor. On Units where no work is performed on Front Porch existing beam wrap can remain. On all units where beam wrap is to remain, clean and light pressure wash existing pre-finished metal wrap. Means and methods of installing new soffits shall be by Contractor. Note, all new work shall have hemmed edges where metal is exposed.

**PROJECT MANUAL/SPECIFICATIONS/CLARIFICATIONS (PM):**

Item No. PM-1: Department of Labor Payroll Form is in the project manual twice. Exhibit N, U.S. Department of Labor Payroll Form OMB can be deleted. Keep Exhibit AA, U.S. Department of Labor Payroll Form (OMB No.: 1235-0008)

Item No. PM-2: Replace UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (Version 02.16.2018) with attached revised RIDER, Exhibit "L".

**DRAWINGS:**

Item No. D-1: Sheet A0.00 COVER SHEET, A0.01 SITE PLAN: Revise SCOPE OF WORK item "E" to add the word "all" as follows: " REPLACE ***ALL*** EXISTING SOFFITS WITH NEW VENTED VINYL SOFFIT SYSTEM."

Item No. D-2: Sheet A3.01 DETAILS – detail 3, FRONT PORCH COLUMN AND RAIL REPLACEMENT: Replace note at top regarding aluminum fascia and beam wrap with the following note: "REPLACE ALL FASCIA COVER WITH NEW PRE-FINISHED ALUMINUM FASCIA COVER – COLOR TO BE WHITE" and add a note to "REPLACE BEAM WRAPS AT ALL PORCHES TO RECEIVE REPAIRS WITH NEW PRE-FINISHED ALUMINUM BEAM WRAP – COLOR TO BE WHITE"

Item No. D-3: ROOF EAVE DETAIL 4 ON SHEET A3.02 change notes stating, "matching existing adjacent" with note, "COLOR TO BE WHITE". As indicated above all soffits, soffit trim and fascia shall be replaced with new.

*End of Addendum No. 1*

Attachments:

Revised UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (Version 02.16.2018) RIDER, Exhibit "L"

Wage guidelines pulled for 2020(Contractor to verify that this is most current)

Bid Set Drawings with Addendum #1 revisions.

"General Decision Number: FL20200054 01/03/2020

Superseded General Decision Number: FL20190054

State: Florida

Construction Type: Residential

County: Bay County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2020 |

ENGI0653-012 10/01/2012

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Cranes 100 Tons & Over | | |

(Conventional & Hydraulic)
& Tower Cranes.....$ 26.30 11.13
Cranes Under 100 Tons.....$ 25.30 11.13
Oiler.....$ 23.85 11.13

Cranes with 350 feet or more boom and/or 400 ton capacity - additional $1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity - additional $1.45 per hour.

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* IRON0798-005 10/01/2019

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL | $ 26.70 | 14.47 |

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SHEE0441-005 10/01/2007

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER, Excludes Metal Roof Installation | $ 21.10 | 9.06 |

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SUFL2009-093 06/08/2009

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 20.00 | 0.00 |
| CARPENTER | $ 12.00 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER | $ 10.60 | 0.00 |
| ELECTRICIAN | $ 10.46 | 0.00 |
| LABORER: Common or General | $ 8.40 | 0.00 |
| LABORER: Landscape & Irrigation | $ 9.15 | 0.00 |
| LABORER: Mason Tender - Brick | $ 11.51 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 10.46 | 0.00 |
| LABORER: Pipelayer | $ 10.06 | 0.00 |

LABORER:  Roof Tearoff.....$  9.00  0.00

OPERATOR:  Asphalt Paver.....$ 11.63  0.00

OPERATOR:  Backhoe Loader
Combo.....$ 17.04  0.00

OPERATOR:  Backhoe/Excavator.....$ 13.00  0.00

OPERATOR:  Bulldozer.....$ 13.67  0.00

OPERATOR:  Distributor.....$ 11.41  0.00

OPERATOR:  Forklift.....$ 17.50  0.00

OPERATOR:  Grader/Blade.....$ 15.50  0.00

OPERATOR:  Loader.....$ 13.53  0.00

OPERATOR:  Roller.....$ 10.62  0.00

OPERATOR:  Screed.....$ 10.93  0.00

OPERATOR:  Trackhoe.....$ 15.68  0.00

OPERATOR:  Tractor.....$ 10.20  0.00

PLUMBER.....$ 13.53  0.00

ROOFER, Includes Built Up,
Modified Bitumen, and Shake &
Shingle Roofs (Excludes Metal
Roofs).....$ 10.77  0.00

ROOFER:  Metal Roof.....$ 16.99  0.00

TRUCK DRIVER, Includes Dump
Truck.....$  9.59  0.00

TRUCK DRIVER:  Lowboy Truck.....$ 12.10  0.00

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION
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Exhibit "L"

# UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

**(Version 02.16.2018)**

***[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]***

**A.** *Definitions.* As used in this Rider:

(1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the Housing Authority or a contractor at any tier.

(2) "Housing Authority" means Panama City Housing Authority.

(3) "Executive Director" means the Executive Director of the Panama City Housing Authority entering into this Contract.

(4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.

(6) "Contractor" means the entity performing the services pursuant to a Contract.

(7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.

(8) "Government" means the U.S. government.

(9) "Rider" means this Uniform Federal Contract Provisions Rider.

**B.** *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the Housing Authority and their Contractor.

(1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the Housing Authority may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the Housing Authority may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the Housing Authority may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or

(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the Housing Authority may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the Primary Entity shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the Housing Authority, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the Housing Authority. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Housing Authority may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The Housing Authority shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

*a.* **Termination for Cause**. The Housing Authority shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the Housing Authority to be necessary, the Housing Authority shall effect termination according to the following procedure:

i. *Notice to Cure.* The Housing Authority shall give written notice of the conditions of default signed by the Executive Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Executive Director may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Executive Director may declare the Contractor in default. Before the Executive Director may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Executive Director may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Executive Director may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Executive Director shall give the Contractor written

Exhibit "L"
notice of

such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The Housing Authority shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a Housing Authority vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for Housing Authority or other government work.

v. *Basis of Settlement*. The Housing Authority shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the Housing Authority in its Notice of Termination. The Housing Authority shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the Housing Authority in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

*b.* **Termination for Convenience**. The Housing Authority shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States

Postal Service in a postage pre-paid envelope. The basis of settlement shall

be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

***c.*** **Termination due to Force Majeure**

i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Executive Director to excuse the nonperformance and/or terminate the Contract. If the Executive Director, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Executive Director shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.

iii. If the Housing Authority terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

***d.*** **Termination due to Reductions in Federal Funding**

i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the Housing Authority shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract- reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Housing Authority shall not be bound to utilize any of the Contractor's suggestions and that the Housing Authority shall have sole discretion as to how to effectuate the reductions.

iii. If the Housing Authority reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**C. Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

(1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, Housing Authority or any other State or Federal governmental agency with jurisdiction.

(2) *Non-Discrimination*. Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.

(3) *Environmental Protection.* If the Contract is in excess of $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

(4) *Energy Efficiency*. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

(5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

(6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:

*a.* No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

*b.* If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and

*c.* It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.

*d.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

(9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for five years after final payment under the Contract is made and all other pending matters are closed.

(10) *Records Access.* The Contractor shall grant access to the Housing Authority, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

(11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

*a.* Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

*b.* Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

*c.* Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

*d.* Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

*e.* Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(12) *Intangible Property*.

*a.* Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

*b.* Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the Housing Authority. The Copyrightable

Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the Housing Authority shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the Housing Authority, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The Housing Authority may grant the Contractor a
license to use the Copyrightable Materials on such terms as determined by the Housing Authority and set forth in the license.

*c.* The Contractor acknowledges that the Housing Authority may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

*d.* The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the Housing Authority upon execution of this Contract.

*e.* The Contractor shall promptly and fully report to the Housing Authority any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

*f.* If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such

performance, the City shall have a royalty-free, non-exclusive

irrevocable license to reproduce, publish, or otherwise use such work for Housing Authority or governmental purposes.

**D.** **Special Provisions for Construction Contracts.** If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and(C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

*a.* The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of $2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

*b.* If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

*c.* The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

*d.* If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity.* Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000. The Contractor shall include

the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not

employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

**E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]**

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

*a. Definitions*. The following definitions apply to this section (D).

i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt

from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

*b.* *Allocation of Principal Rights*. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

*c.* *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor*.

i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the Housing Authority and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Housing Authority and the Federal Agency within two years of disclosure to the Housing Authority and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

*d. Conditions When the Government May Obtain Title*

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.

ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.

iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

*e.* Minimum Rights to Contractor and Protection of the Contractor Right to File

i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the

times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

*f.* Contractor Action to Protect the Government's Interest

i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable

the Government to obtain patent protection throughout the world in that subject invention.

ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.

iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

*g.* Subcontracts

i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or

research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.

*h.* *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

*i.* *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

*j.* *March-in Rights*. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;

iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

*k. Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:

i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also

satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

*l.* *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the Housing Authority upon request.

**FEDERAL EXHIBIT 1**

NOTICE TO BIDDERS

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

| Trade | Goal (percent) |
|---|---|
| Electricians | 9.0 to 10.2 |
| Carpenters | 27.6 to 32.0 |
| Steamfitters | 12.2 to 13.5 |
| Metal Lathers | 24.6 to 25.6 |
| Painters | 28.6 to 26.0 |
| Operating Engineers | 25.6 to 26.0 |
| Plumbers | 12.0 to 14.5 |
| Iron Workers (structural) | 25.9 to 32.0 |
| Elevator Constructors | 5.5 to 6.5 |
| Bricklayers | 13.4 to 15.5 |
| Asbestos Workers | 22.8 to 28.0 |
| Roofers | 6.3 to 7.5 |
| Iron Workers (ornamental) | 22.4 to 23.0 |
| Cement Masons | 23.0 to 27.0 |
| Glazers | 16.0 to 20.0 |
| Plasterers | 15.8 to 18.0 |
| Teamsters | 22.0 to 22.5 |
| Boilermakers | 13.0 to 15.5 |
| All Other | 16.4 to 17.5 |

Goals and Timetables for Women

| | |
|---|---|
| From April 1, 1980 until the present | 6.9 |

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the local Municipality.

**FEDERAL EXHIBIT 2**

**EXHIBIT**
**Federal Labor Standards Provisions (Non-Davis Bacon)[1]**
**Federal Emergency Management Agency**
**(10/27/2015)**

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

**A. Compliance with the Copeland "Anti-Kickback" Act.**

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**B. Compliance with the Contract Work Hours and Safety Standards Act.** The provisions of this Section B are applicable where the amount of the prime contract exceeds $100,000.

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-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

[1] This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the Housing Authority of Columbia or a territory, to such Housing Authority or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The Municipality shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated §damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.

**C. <u>Health and Safety</u>.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

**FEDERAL EXHIBIT 3**

**FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") RIDER (10/27/2015)**

**For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program**

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

1. Suspension and Debarment. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:

   (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.

   (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the Municipality. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Municipality and, if applicable, the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.

3. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

4. Copeland "Anti-Kickback" Act. The Contractor shall comply with provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (A).

5. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).

6. Access to Records.

   (a) The Contractor agrees to provide the Municipality, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.

   (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

7. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

8. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only and agrees to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Municipality, Contractor or any other party pertaining to any matter resulting from the contract.

10. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this contract.

PROJECT VICINITY




# OAKLAND GARDEN APARTMENTS IMPROVEMENTS PROJECT 2020

## PCHA RFP #2020-03

1918 MACK LEWIS DRIVE,
PANAMA CITY, FLORIDA 32405
(850) 769-6193

# CONSTRUCTION DRAWINGS

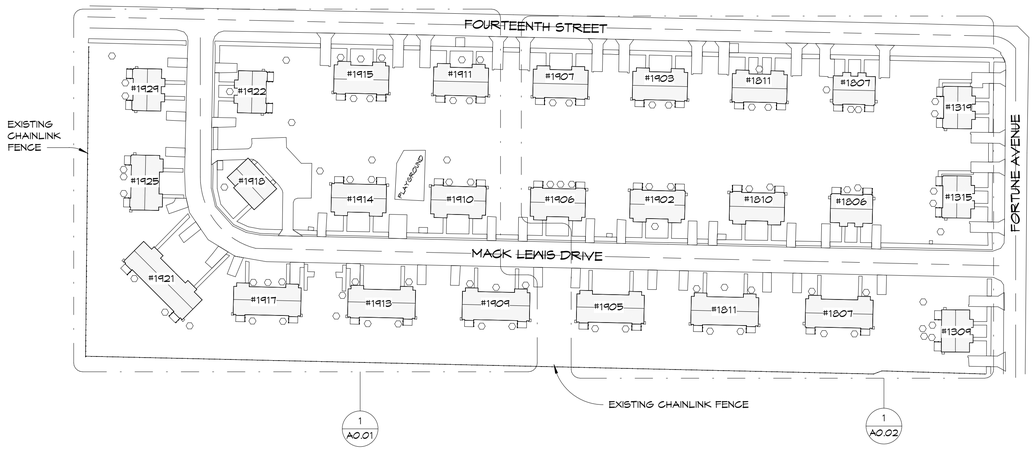
# BID SET

JULY 30, 2020

PROJECT DETAILS:



| DESIGN CODES |
|---|
| FLORIDA BUILDING CODE - 6TH EDITION (2017) - BUILDING |
| FLORIDA BUILDING CODE - 6TH EDITION (2017) - ACCESSIBILITY |
| FLORIDA BUILDING CODE - 6TH EDITION (2017) - TEST PROTOCOLS |
| FLORIDA BUILDING CODE - 6TH EDITION (2017) - EXISTING BUILDING |
| FLORIDA FIRE PREVENTION CODE, 5TH EDITION (2014) |
| NFPA 101- LIFE SAFETY CODE (2018 EDITION) |




3 A0.00 EXISTING - SITE PLAN

1" = 80'-0"

INDEX OF DRAWINGS:

| ARCHITECTURAL | |
|---|---|
| SHEET NUMBER | SHEET NAME |
| A0.00 | COVER SHEET |
| A0.01 | SITE PLAN |
| A0.02 | SITE PLAN |
| A1.01 | ROOF PLANS |
| A1.02 | ROOF PLANS |
| A3.01 | DETAILS |
| A3.02 | DETAILS |

## GENERAL SYMBOLS

BUILDING OR WALL SECTION — 3 / A5.02 — DETAIL NUMBER, SHEET NUMBER

DETAIL REFERENCE — 25 / A5.15 — DETAIL NUMBER, SHEET NUMBER

BUILDING ELEVATION — 6 / A4.11 — DETAIL NUMBER, SHEET NUMBER

INTERIOR ELEVATION — A / 6 / A6.01 — VIEW NAME, DETAIL NUMBER, SHEET NUMBER

PROPERTY LINE

CENTER LINE

HIDDEN LINE OR LINE ABOVE

BREAK LINE

PLAN NORTH - NORTH ARROW

TRUE NORTH - NORTH ARROW

DOOR NUMBER

78.0 — EXISTING POINT ELEVATION

NEW OR FINISH POINT ELEVATION

99.0 — EXISTING CONTOUR LINE

101.0 — NEW OR FINISH CONTOUR LINE

TB-1 — TEST BORING

LEVEL ELEVATION DATUM POINT

3 — REVISION NUMBER

A / 1 — COLUMN LINE REFERENCE

A — INDICATES WINDOW TYPE

4 — KEYNOTE

ROOM 0-000 — ROOM NAME, ROOM NUMBER

1A — PARTITION TYPE

PROJECT DIRECTORY:


ARCHITECTURAL
FLORIDA ARCHITECTS, INC.
103 WEST 5TH STREET,
PANAMA CITY, FL 32401
PHONE: (850) 257-5400

CIVIL
DEWBERRY
203 ABERDEEN PARKWAY
PANAMA CITY, FL 32405
PHONE: (850) 571-1180


## SCOPE OF WORK:

A. REPLACE ALL EXISTING METAL ROOFS WITH NEW STANDING SEAM CONCEALED FASTENERS SHEET METAL ROOF SYSTEM INCLUDING PERIMETER FASCIA/DRIP AND NEW UNDERLAYMENT AS SHOWN AND SPECIFIED. REMOVE EXISTING ROOFS DOWN TO EXISTING ROOF SHEATHING.

B. REPLACE/REPAIR EXISTING ROOF OUT-LOOKER FRAMING STRUCTURE TO STRAIGHTEN SAGGING END WHERE SHOWN.

C. REPLACE DAMAGED ROOF SHEATHING, IF ANY. UNIT PRICES WILL APPLY.

D. REPLACE ALL ALUMINUM FASCIA AND EAVE DRIP WITH NEW.

1 E. REPLACE ALL SOFFITS WITH NEW VENTED VINYL SOFFIT SYSTEM.

F. REPLACE ALL REAR PATIO VINYL PRIVACY SCREENS (FENCING) INCLUDING MISSING SCREENS WITH NEW PRIVACY SCREEN (FENCING).

G. REPAIR MISCELLANEOUS DAMAGED BUILDING COMPONENTS SUCH AS MISSING FRONT PORCH DECORATIVE/STRUCTURAL COLUMNS, BENT ELECTRICAL WEATHERHEAD, ETC.

H: UNITS WITH DAMAGED OR MISSING FRONT PORCH RAILS AND COLUMNS: 1811A MACK LEWIS DR., 1811B MACK LEWIS DR., 1811A 14TH ST., 1807A MACK LEWIS DR., 1807B MACK LEWIS DR., 1807B 14TH ST., 1905B, 1909A, 1909B, 1911A, 1913A, 1913B, 1915A, 1915B, 1917A , 1917B, 1921A, (TOTAL 17 PORCHES)


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FLORIDA ARCHITECTS
LICENSE #AA0002730

103 WEST 5TH STREET
PANAMA CITY, FL 32401
(850) 257-5400


CLIENT:

PCHA PANAMA CITY HOUSING AUTHORITY

PANAMA CITY HOUSING AUTHORITY
2315 RUTH HENTZ AVENUE
PANAMA CITY, FL 32405

PROJECT:

OAKLAND GARDEN APARTMENTS IMPROVEMENTS PROJECT 2020
PCHA RFP #2020-03

1918 MACK LEWIS DRIVE,
PANAMA CITY, FL 32405
(850) 769-6193

CONSULTANTS:

Dewberry

SEAL:

CONSTRUCTION DOCUMENTS BID SET

| SCALE: | DATE: |
|---|---|
| As Indicated | JULY 30, 2020 |
| DRAWN BY: | CHECKED BY: |
| PRO | MFH |

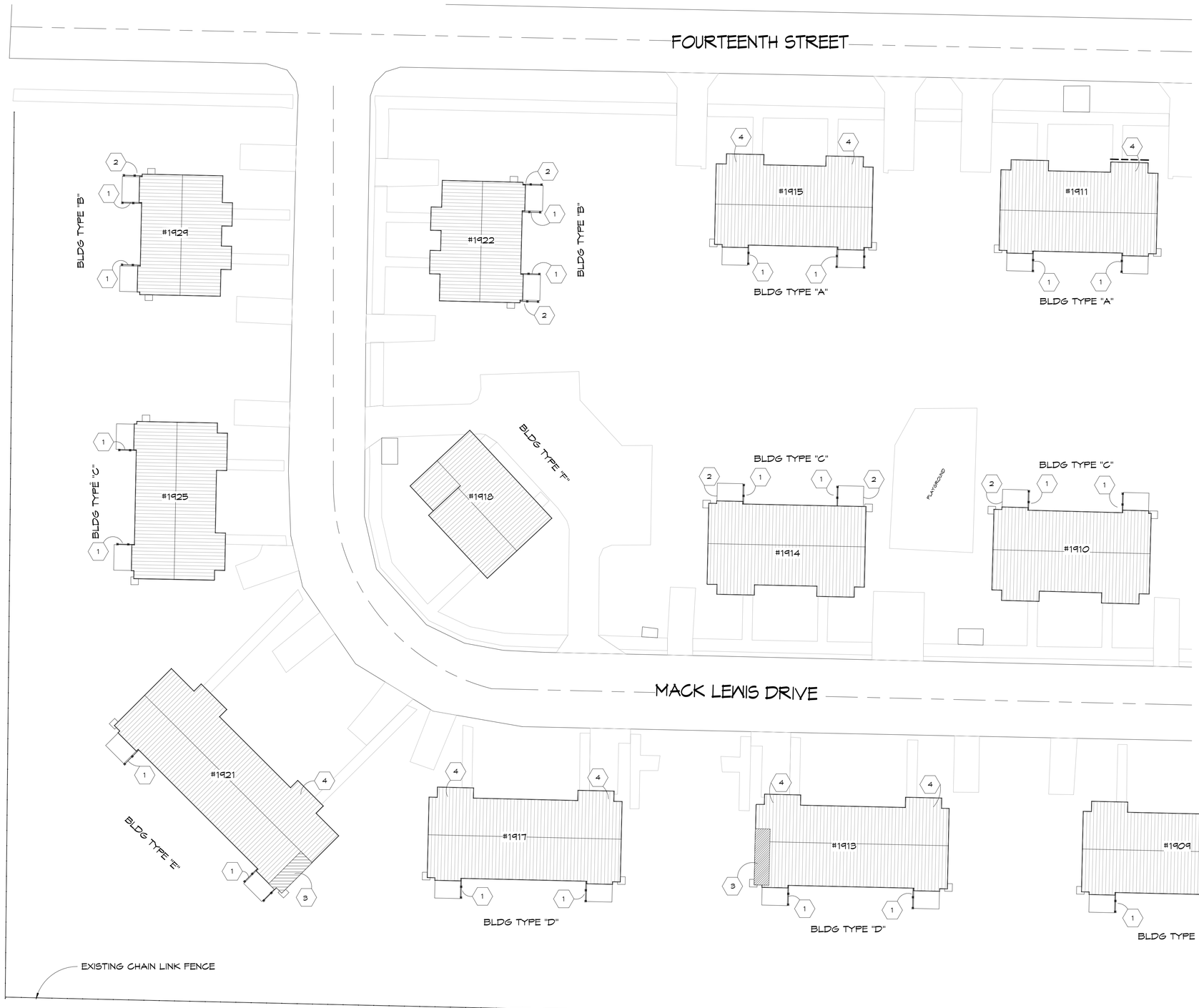
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|---|---|---|
| 1 | REVISED NOTES | 8/13/2020 |

SHEET TITLE:

COVER SHEET


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| PROJECT NO. | SHEET NO. |
|---|---|
| 4274-10 | A0.00 |




## SCOPE OF WORK:

A. REPLACE ALL EXISTING METAL ROOFS WITH NEW STANDING SEAM CONCEALED FASTENERS SHEET METAL ROOF SYSTEM INCLUDING PERIMETER FASCIA/DRIP AND NEW UNDERLAYMENT AS SHOWN AND SPECIFIED. REMOVE EXISTING ROOFS DOWN TO EXISTING ROOF SHEATHING.

B. REPLACE/REPAIR EXISTING ROOF OUT-LOOKER FRAMING STRUCTURE TO STRAIGHTEN SAGGING END WHERE SHOWN.

C. REPLACE DAMAGED ROOF SHEATHING, IF ANY. UNIT PRICES WILL APPLY.

D. REPLACE ALL ALUMINUM FASCIA AND EAVE DRIP WITH NEW.

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G. REPAIR MISCELLANEOUS DAMAGED BUILDING COMPONENTS SUCH AS MISSING FRONT PORCH DECORATIVE/STRUCTURAL COLUMNS, BENT ELECTRICAL WEATHERHEAD, ETC.

H: UNITS WITH DAMAGED OR MISSING FRONT PORCH RAILS AND COLUMNS: 1811A MACK LEWIS DR., 1811B MACK LEWIS DR., 1811A 14TH ST., 1807A MACK LEWIS DR., 1807B MACK LEWIS DR., 1807B 14TH ST., 1905B, 1909A, 1909B, 1911A, 1913A, 1913B, 1915A, 1915B, 1917A , 1917B, 1921A, (TOTAL 17 PORCHES)

## SITE PLAN NOTES:

1. PATIO PRIVACY SCREEN, TYPICAL
2. DUAL REAR YARD PATIO SCREENS: WHERE THIS TAG IS INDICATED PROVIDE A PATIO SCREEN ON BOTH SIDES OF THE PATIO. IN SOME LOCATIONS, EXISTING DOUBLE PATIO SCREENS PROVIDED ADDITIONAL PRIVACY FOR THOSE UNITS WHERE REAR YARD PATIOS FACE A PUBLIC STREET OR HEAVILY USED PUBLIC SPACE SUCH AS PARKING LOTS AND PLAY GROUNDS.
3. REPLACE/REPAIR UP TO 123 SF OF EXISTING ROOF FRAMING AS REQUIRED TO REMOVE SAGGING OUT- LOOKER FRAMING. INCLUDE SHEATHING AND FASCIA REPLACEMENT
4. REPLACE DAMAGED AND MISSING FRONT PORCH POLYURETHANE COLUMNS, RAILINGS AND DECORATIVE BRACKETS.
5. REPAIR/REPLACE BENT ELECTRICAL WEATHERHEAD MAST AT UNIT 1309

1 A0.01 EXISTING - SITE PLAN - WEST

1" = 20'-0"

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FLA
FLORIDA ARCHITECTS
LICENSE #AA0002730

103 WEST 5TH STREET
PANAMA CITY, FL 32401
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CLIENT:

PCHA
PANAMA CITY HOUSING AUTHORITY

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2315 RUTH HENTZ AVENUE
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PROJECT:

OAKLAND GARDEN APARTMENTS IMPROVEMENTS
PROJECT 2020
PCHA RFP #2020-03

1918 MACK LEWIS DRIVE,
PANAMA CITY, FL 32405
(850) 769-6193

CONSULTANTS:

Dewberry

SEAL:

CONSTRUCTION DOCUMENTS
BID SET

| SCALE: | DATE: |
|---|---|
| As indicated | JULY 30, 2020 |
| DRAWN BY: PRO | CHECKED BY: MFH |

| NO | REVISION | DATE |
|---|---|---|
| 1 | REVISED NOTES | 8/13/2020 |

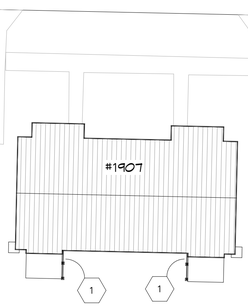
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SITE PLAN

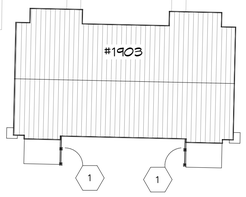
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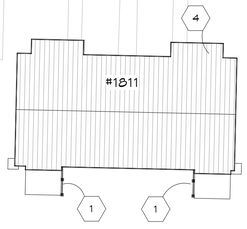
FOURTEENTH STREET



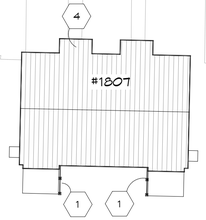
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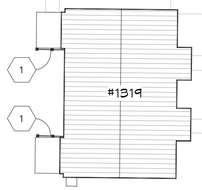
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BLDG TYPE "A"

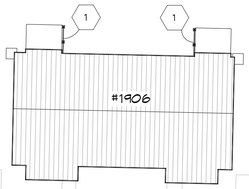


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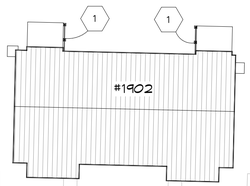


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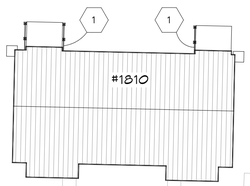
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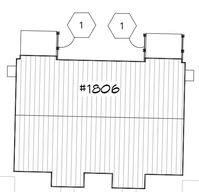

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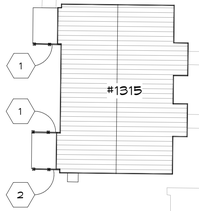

BLDG TYPE "C"




BLDG TYPE "B"



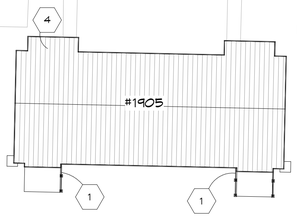

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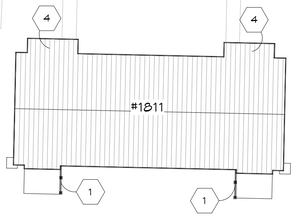

## SITE PLAN NOTES:

1. PATIO PRIVACY SCREEN, TYPICAL
2. DUAL REAR YARD PATIO SCREENS: WHERE THIS TAG IS INDICATED PROVIDE A PATIO SCREEN ON BOTH SIDES OF THE PATIO. IN SOME LOCATIONS, EXISTING DOUBLE PATIO SCREENS PROVIDED ADDITIONAL PRIVACY FOR THOSE UNITS WHERE REAR YARD PATIOS FACE A PUBLIC STREET OR HEAVILY USED PUBLIC SPACE SUCH AS PARKING LOTS AND PLAY GROUNDS.
3. REPLACE/REPAIR UP TO 123 SF OF EXISTING ROOF FRAMING AS REQUIRED TO REMOVE SAGGING OUT- LOOKER FRAMING. INCLUDE SHEATHING AND FASCIA REPLACEMENT
4. REPLACE DAMAGED AND MISSING FRONT PORCH POLYURETHANE COLUMNS, RAILINGS AND DECORATIVE BRACKETS.
5. REPAIR/REPLACE BENT ELECTRICAL WEATHERHEAD MAST AT UNIT 1309

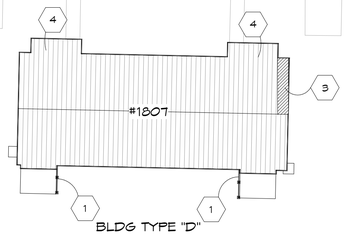
MACK LEWIS DRIVE



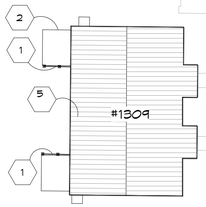
BLDG TYPE "D"



BLDG TYPE "D"



BLDG TYPE "D"



BLDG TYPE "B"

1 A0.02 EXISTING - SITE PLAN - EAST 1" = 20'-0"

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PANAMA CITY, FL 32405

PROJECT:
OAKLAND GARDEN APARTMENTS IMPROVEMENTS PROJECT 2020
PCHA RFP #2020-03

1918 MACK LEWIS DRIVE,
PANAMA CITY, FL 32405
(850) 769-6193

CONSULTANTS:
Dewberry

SEAL:

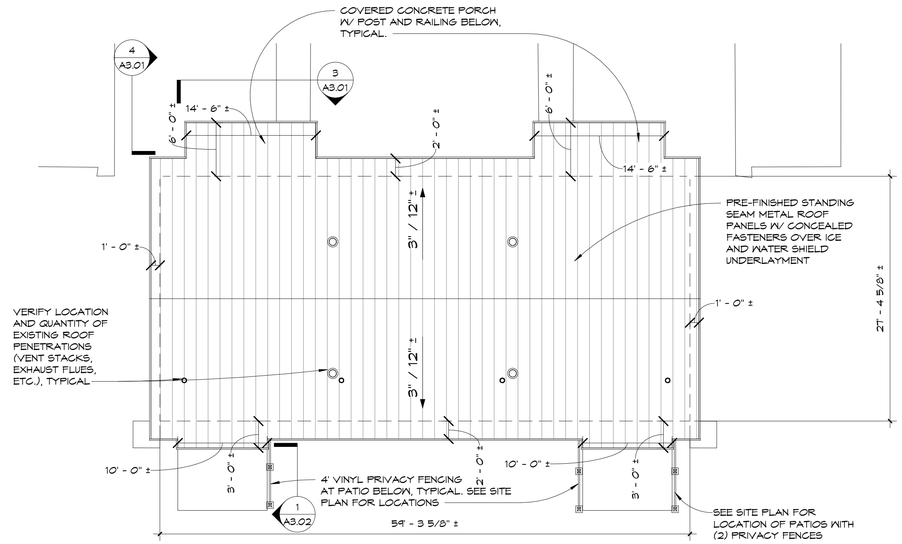
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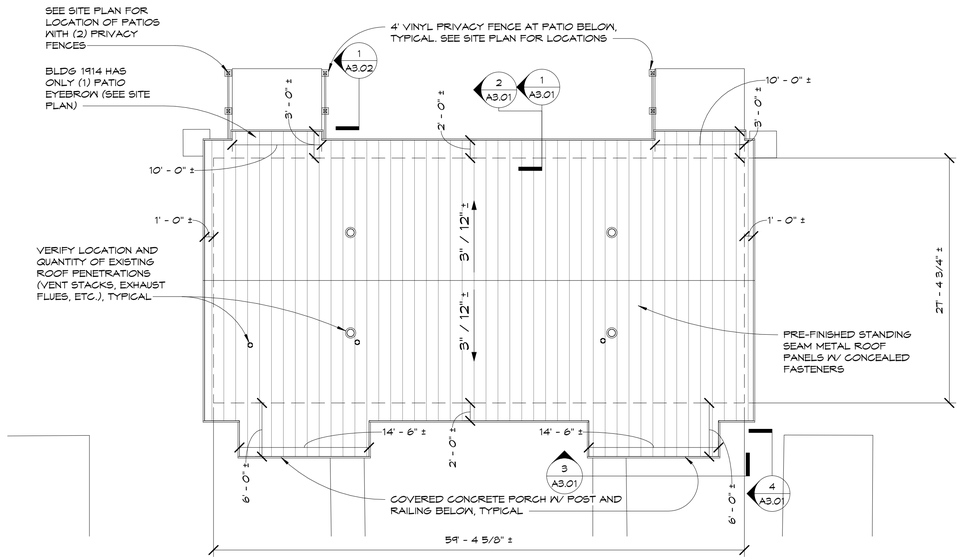
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SHEET TITLE:
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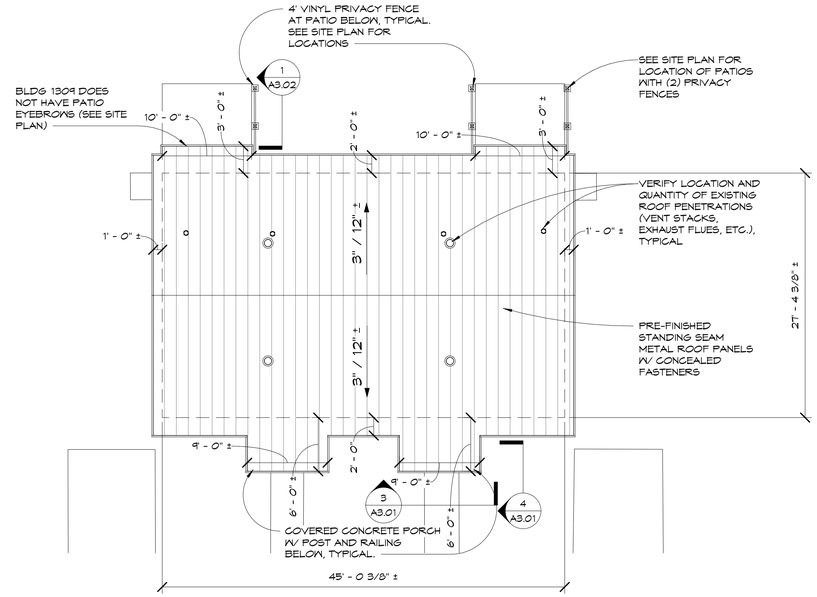
| PROJECT NO. | SHEET NO. |
|---|---|
| 4274-10 | A0.02 |




1 A1.01 BUILDING TYPE "A" ROOF PLAN 1/8" = 1'-0"




4 A1.01 BUILDING TYPE "C" ROOF PLAN 1/8" = 1'-0"




3 A1.01 BUILDING TYPE "B" ROOF PLAN 1/8" = 1'-0"

**NOTE:**

1. EXISTING ROOF IS FACE ANCHORED TRAPOZOID METAL ROOF WITH PERIMETER DRIP FLASHING OVER EXISTING SHINGLE ROOF OVER EXISTING ROOFING FELT ON WOOD ROOF SHEATHING.
   REMOVE EXISTING ROOF SYSTEM DOWN TO ROOF SHEATHING. INSTALL NEW NAILS IN EXISTING SHEATHING AS FOLLOWS:
   A. ATTACH WITH 10d RING SHANK NAILS @4" O/C AT PANEL EDGES AND AT 6" O/C IN THE FIELD AND PER FBC WIND CHART.
   B. NAIL HEADS SHALL NOT PENETRATE THE OUTER SURFACE OF SHEATHING.
2. PRIOR TO REMOVAL, NOTIFY ARCHITECT AND FACILITY MANAGER IF DAMAGED ROOF SHEATHING IS DISCOVERED. TAKE PHOTOS INDICATING TOTAL QUANTITY OF DAMAGED AREA.

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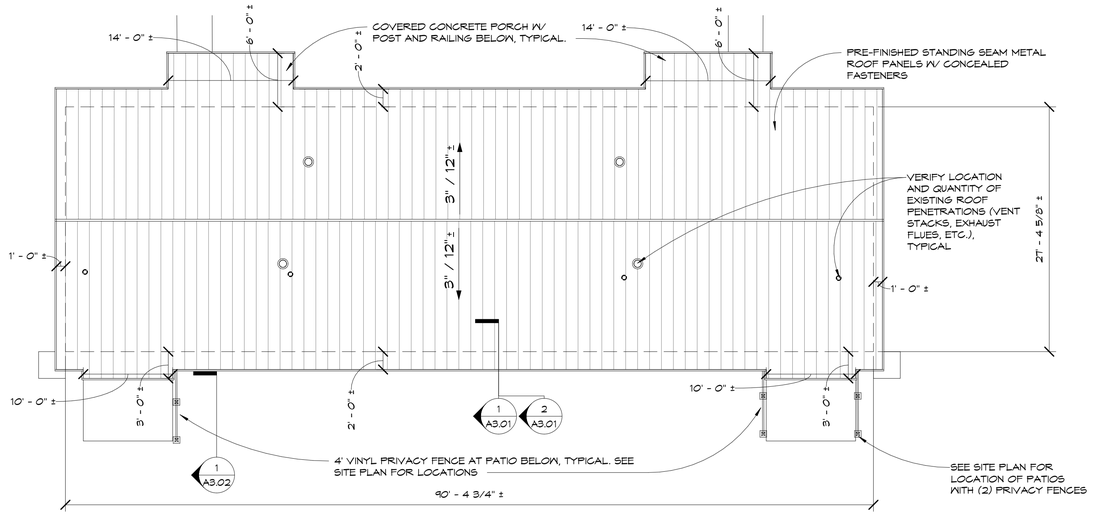
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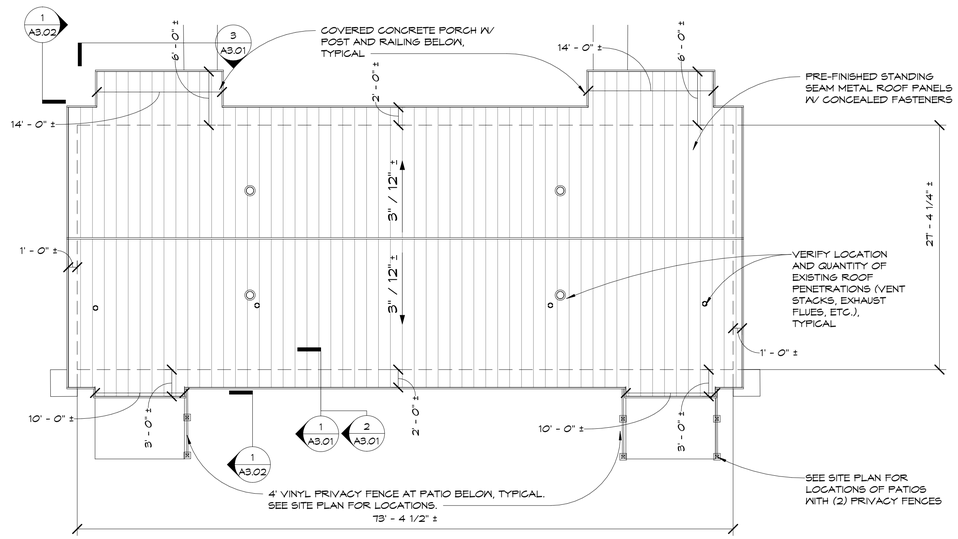
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SHEET TITLE:
ROOF PLANS

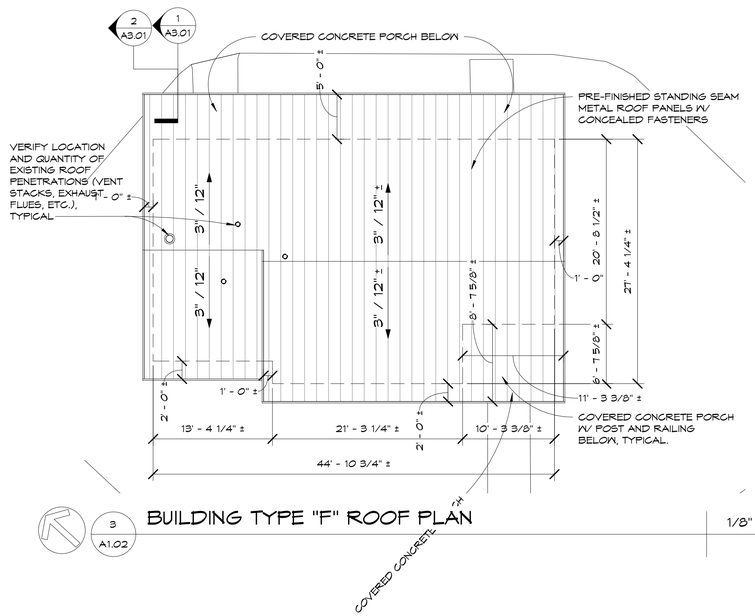
PROJECT NO. 4274-10
SHEET NO. A1.01




2 A1.02 BUILDING TYPE "E" ROOF PLAN 1/8" = 1'-0"




1 A1.02 BUILDING TYPE "D" ROOF PLAN 1/8" = 1'-0"




3 A1.02 BUILDING TYPE "F" ROOF PLAN 1/8" = 1'-0"

**NOTE:**

1. EXISTING ROOF IS FACE ANCHORED TRAPOZOID METAL ROOF WITH PERIMETER DRIP FLASHING OVER EXISTING SHINGLE ROOF OVER EXISTING ROOFING FELT ON WOOD ROOF SHEATHING.
   REMOVE EXISTING ROOF SYSTEM DOWN TO ROOF SHEATHING. INSTALL NEW NAILS IN EXISTING SHEATHING AS FOLLOWS:
   A. ATTACH WITH 10d RING SHANK NAILS @4" O/C AT PANEL EDGES AND AT 6" O/C IN THE FIELD AND PER FBC WIND CHART.
   B. NAIL HEADS SHALL NOT PENETRATE THE OUTER SURFACE OF SHEATHING.
2. PRIOR TO REMOVAL, NOTIFY ARCHITECT AND FACILITY MANAGER IF DAMAGED ROOF SHEATHING IS DISCOVERED. TAKE PHOTOS INDICATING TOTAL QUANTITY OF DAMAGED AREA.

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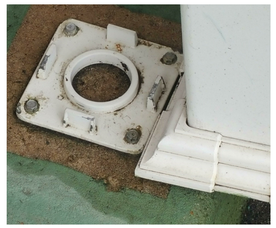
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SHEET TITLE:
ROOF PLANS

PROJECT NO. 4274-10
SHEET NO. A1.02




3 A3.01 FRONT PORCH COLUMN AND RAIL REPLACEMENT — 1/2" = 1'-0"



REPLACE EXISTING GLAV. STEEL BASE PLATE

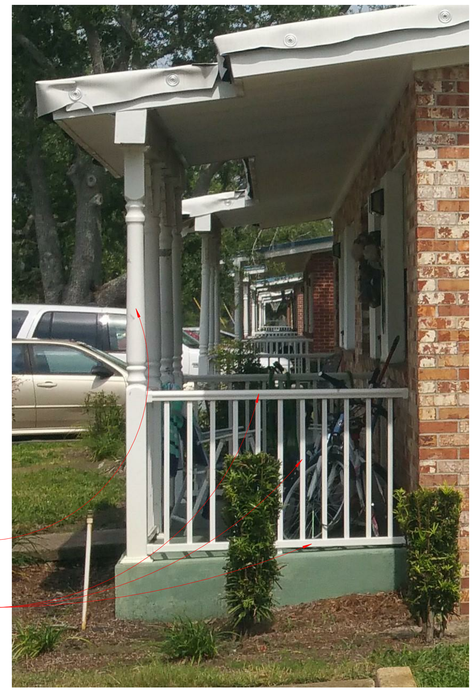


MISSING BRACKET

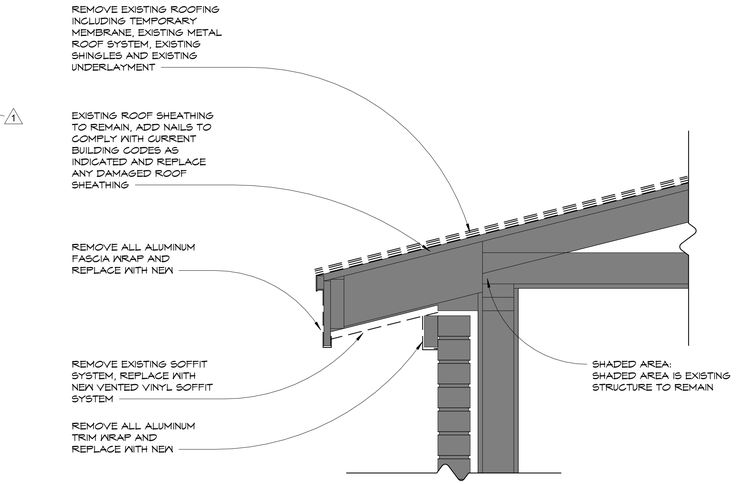


REPLACE EXISTING POST TOP GLAV. STEEL PLATE

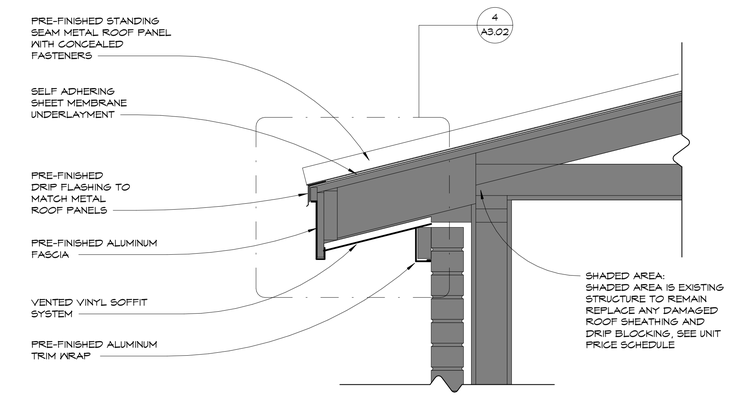
**NOTE:**
ALL SUPPORT POSTS AND RAILS SHALL BE BY SAME MANUFACTURER PER HOUSING UNIT. DO NOT MIX STYLES/MANUFACTURES IN ANY ONE LIVING UNIT. REPLACE UNDAMAGED POSTS AND RAILS AS REQUIRED TO PROVIDE MATCHING POSTS AND RAILS PER LIVING UNIT.



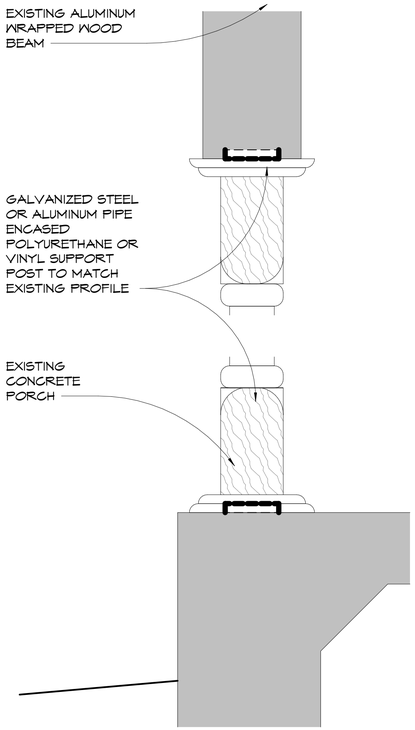

4 A3.01 FRONT PORCH COLUMN AND RAIL REPLACEMENT SIDE VIEW — 1/2" = 1'-0"



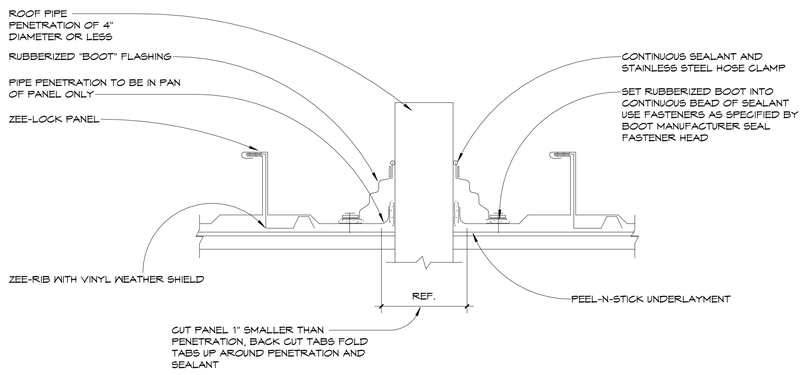

1 A3.01 ROOF DEMO DETAIL — 1 1/2" = 1'-0"




2 A3.01 ROOF DETAIL — 1 1/2" = 1'-0"




6 A3.01 POST SILL & HEAD CONNECTION — 3" = 1'-0"




5 A3.01 VENT PIPE DETAIL — 3" = 1'-0"

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PROJECT:
OAKLAND GARDEN APARTMENTS IMPROVEMENTS
PROJECT 2020
PCHA RFP #2020-03

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PANAMA CITY, FL 32405
(850) 769-6193

CONSULTANTS:
Dewberry

SEAL:

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| DRAWN BY: | CHECKED BY: |
| PRO | MFH |

| NO | REVISION | DATE |
|---|---|---|
| 1 | REVISED NOTES | 8/13/2020 |

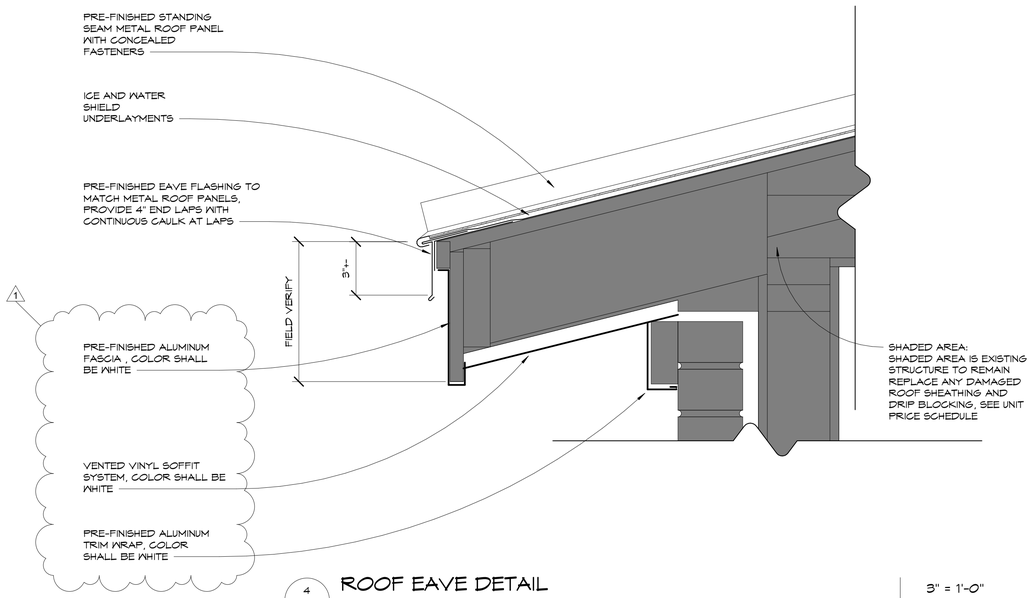
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DETAILS

PROJECT NO. 4274-10
SHEET NO. A3.01

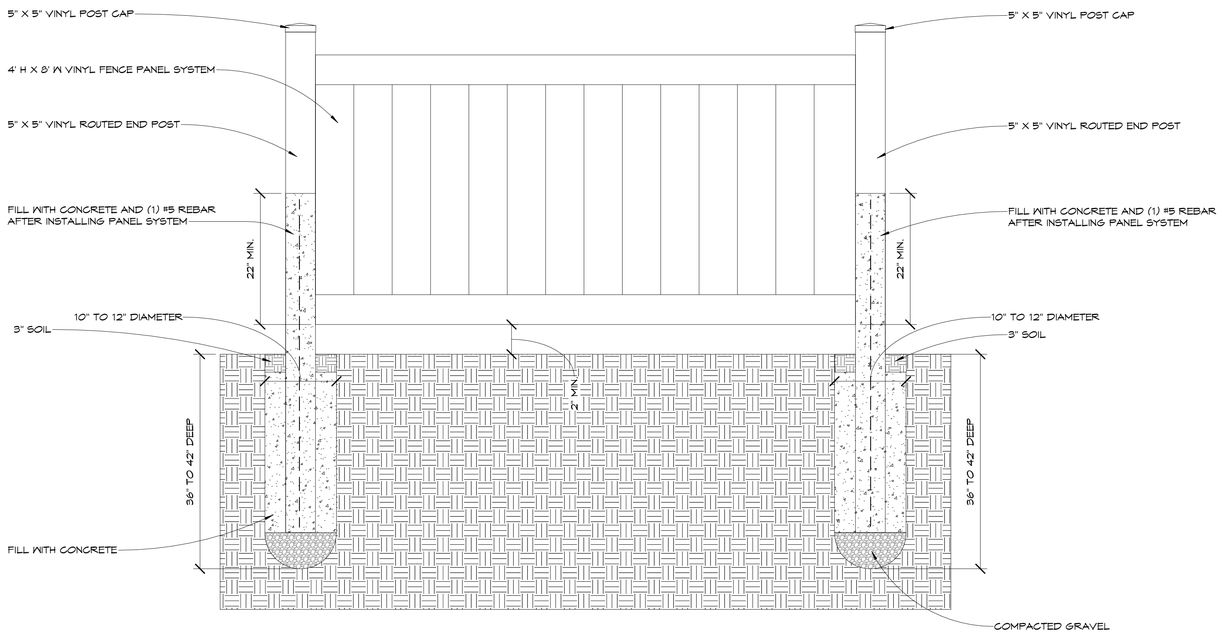


REPLACE EXISTING (DAMAGED AND MISSING) 4' TALL VINYL PRIVACY SCREEN (FENCING), SEE EXISTING SITE PLAN FOR LOCATIONS

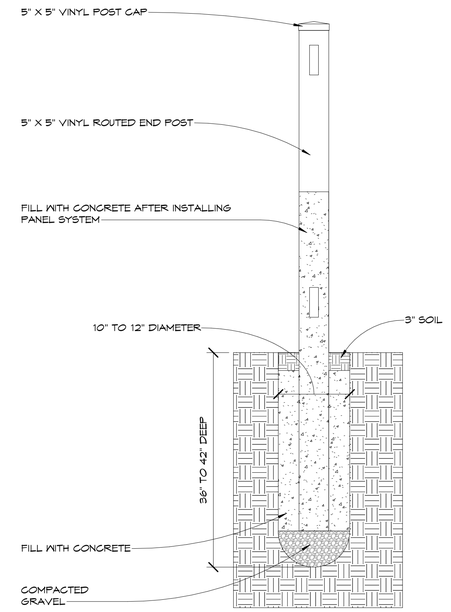
1 A3.02 BACK PORCH VINYL PRIVACY SCREEN SIDE VIEW 1/2" = 1'-0"




4 A3.02 ROOF EAVE DETAIL 3" = 1'-0"




2 A3.02 VINYL PRIVACY FENCE 1" = 1'-0"




3 A3.02 VINYL PRIVACY FENCE SECTION 1" = 1'-0"

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| NO | REVISION | DATE |
|---|---|---|
| 1 | REVISED NOTES | 8/13/2020 |

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DETAILS

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| 4274-10 | A3.02 |