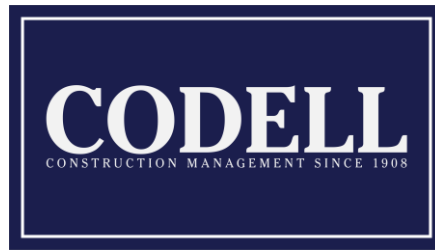


For all other addenda
pertaining to this project,
please visit Lynn Imaging's
Online Planroom



A.J. Lloyd Renovation Addendum # 1

Issued August 17, 2026

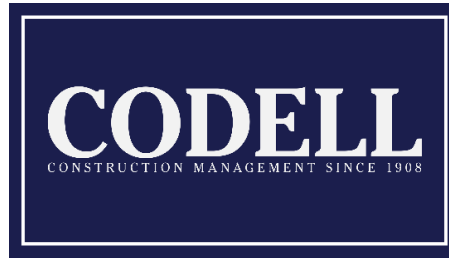
REVISED BID DATE:

September 2, 2026 @ 11:00 AM EDT/10:00 AM CDT

Please see the attached addendum which includes the following:

Codell Construction Addendum #1
Deco Architects Design Team Addendum #1

End.



ADDENDUM #1

August 17, 2026

City of Monticello
120 South Main Street
Monticello, KY 42633
A.J. Lloyd Renovation

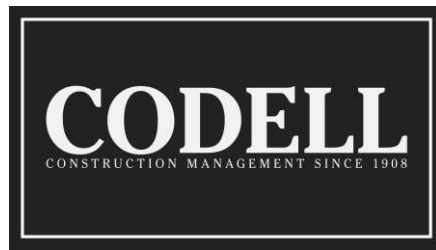
This addendum forms as part of the Contract Documents and modifies the original Contract Documents within the Volume One Project Manual Bidding and Contract Documents dated August 3, 2026, and the Specification Volume One Project Manual dated May 22, 2026, and Drawing Set dated May 22, 2026, as noted below. Failure to note this addendum on the Bid Proposal Form may result in disqualification of the bid.

Pages:

Clarification:

1. The bid date for the project has been extended to **Wednesday, September 2, 2026 @ 11:00 AM EDT/10:00 AM CDT.**
2. Pre-bid meeting minutes and sign in sheet (attached).
3. Volume One Project Manual Bidding and Contract Documents dated August 3, 2026, Sections 02000 (35 pages) and 002001 (27 pages) were missing in original version. Insert pages provided.
4. Attached is the project schedule for the project. All bidders are required to review and bid the project per the schedule. Bidders must account the proper manpower for the tasks shown as dictated by the durations in the schedule. The schedule is based on a (5) workday week, however if contractor cannot maintain the schedule, they will be required to work the weekends or additional shifts to make up time.
5. BP#1 General Trades is responsible for specification section 123600 Counter-tops.
6. BP#1 General Trades is responsible for Demo/Salvage of court flooring and re installation of floor on accent wall.
7. BP#6 Roofing is responsible for Specification Section 077123 Manufactured Gutters and Downspouts.
8. See attached Addendum #1 Clarification from the Design Team Deco Architects, Inc.

END



08/14/2026

City of Monticello
120 South Main Street,
Monticello, KY 42633

Attn: Mayor Kenny Catron

Re: A.J. Lloyd Renovation

The Pre-Bid Meeting for the above-mentioned project was held August 12, 2026
See attached sign-in sheet for attendees.

Introduction

<u>Owner Representative(s):</u>	<u>Mayor Kenny Catron</u>
<u>Design Team Representative(s):</u>	<u>DECO Justin Glasscock</u>
<u>Engineer(s)/Consultant(s):</u>	<u>N3D John Newman</u>
<u>Codell Representative(s):</u>	<u>Craig Music</u>

- Brief description of the scope of work by Design Team:

Review of Volume I Project Manual & Instructions to Bidders:

1. Section 00010: Advertisement for Bids:

- Bids are due ~~August 19, 2026~~, at 11:00 AM EDT/10:00 AM CDT and will be opened at City of Monticello, City Hall, 120 South Main Street, Monticello, KY 42633.
- Hard copy bids should be delivered to Mayor Kenny Catron, City of Monticello, City Hall, 120 South Main Street, Monticello, KY 42633. and opening will be public.
- If mailing your bid, it should be mailed to Mayor Kenny Catron, City of Monticello, PO Box 550 Monticello, KY 42633.

- Two copies of the Form of Proposal and 5% Bid Bond must be placed in a manila envelope with the Project Name and Bid Package number affixed.
- No Bidder may withdraw a bid submitted for a period of sixty (60) days after the date of Bid Opening.
- No exclusions or qualifications of bids are permitted. Bidders must submit bids for the entire scope of work included in the Bid Package(s) for which they are bidding.
- The Project is partially funded by HUD Award B-24-CP-KY-0907. All contracts and subcontracts for the project must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R Part 200, including but not limited to Davis Bacon Prevailing Wages and weekly payroll submittal, Section 3 Segregated Facility, Section 109 and E.O. 11246. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Title VI Disadvantaged Business Enterprises are encouraged to bid. All bidders shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives, including but not limited to those found in the Volume One Project Manual Bidding, Contract Documents and comply with the City of Monticello and Wayne County's requirement for Occupational Tax.
- Successful bidders will enter into Contracts and Purchase Order Agreements per Specification Section 00400. Bid opening will be public, and contracts will be with the Owner.

2. Questions:

- Requests for Materials Substitutions shall be submitted via email to Codell Construction and the Design team and must utilize the Certificate of Product Compliance Form found in Specification Section 00103.
- All questions regarding this project must be submitted via e-mail to Codell Construction cmusic@codellconstruction.com AND the Design Team j.glasscock@decoarchitects.com The deadline for questions is the close of business August 24th, 2026, by close of business.

3. Form of Proposal & Supplementary Documents:

- The Form of Proposal is located in Volume One, Section 00200 of the Specifications. The Form of Proposal must be completed in its entirety and shall not be modified in any manner.
- Be certain to identify all Addenda individually on the Form of Proposal.
- Write out in words the dollar figure as well as insert the numeric dollar figure of your Base Bid. The Base Bid must include all labor and materials necessary to perform the work.
- Be certain to indicate your price for all Alternates. Bidders are required to mark the appropriate column without omission.
- Section 2: List of Proposed Subcontractors:
 - Complete and submit with your bid.
 - All subcontractors will be required to obtain local business license, etc., and abide by all terms of the contract.
- Section 3: Unit Prices:
 - Complete and submit with your bid.
 - These amounts, upon acceptance, will be utilized to determine any adjustment to the contract price due to changes in the scope of work.
- Section 4A: Materials, Equipment, Manufacturers, and Suppliers:
 - Complete and submit within one (1) hour of the bid.
 - Bidders are at a minimum required to provide this information for those materials or divisions of work identified.
 - Bidders must complete this section even when not applicable to their bid and shall indicate by checking the appropriate box.
- Section 5: Bid Bond:
 - Complete and submit with your bid.
 - A Bid Bond or a certified check equaling 5% of the bid including direct purchase materials is required. (Irrevocable line of credit may be acceptable depending on owner.)
 - Successful bidders will be required to provide 100% Performance and Payment Bonds for full value of bid.
- Section 6: Conflict of Interest:
 - Complete and submit with your bid.

- Section 7: Affidavit of Assurances:
 - Complete and submit with your bid.
 - This form must be notarized.
- Section 8: Business Identification:
 - Complete and submit within four (4) days of the bid.
 - If none apply, bidder shall indicate as such.
- Section 9: Contractor Contact Information:
 - Complete and submit with your bid.
- Section 10: W-9:
 - Complete and submit with your bid.
 - W-9 must be dated the day of the bid.
- Section 11: Material Supplier Authorization:
 - Complete and submit within four (4) days of the bid.
 - Each supplier listed in Section 4B is required to complete this form indicating the cost of materials for the Base Bid and any applicable Alternates.
 - The information listed here shall match exactly the information listed in Section 4B.
 - This form must be notarized.
- Section 12: Signature Page:
 - Be certain to sign your bid on the last page of the Form of Proposal.
- Section 00201: Best Value Bid Selection Forms and Criteria:
 - Complete and submit with your bid.

4. Section 01000: Site Conditions:

- Contractors are responsible for examining the site for existing conditions.
- Hazardous material survey has been completed, and separate bid solicitations have been sent out for this work. This work will be completed outside of this bid.

5. Section 01010: Project Schedule:

- The Project Schedule will be issued by Addendum. Bidders shall bid the project according to the schedule. The Schedule is based on a 5-day (8 hours per day) work week. Weekend work or additional shifts will be required if Contractors cannot meet durations listed in schedule during normal work week. Some phased work may overlap, and it is required that enough manpower be utilized

to perform the work concurrently. It is expected if bids come in on budget we will commence as shown on the project schedule. Plan is to procure material ASAP and commence work as shown on Schedule.

- Upon acknowledgment of the Notice to Proceed and continuing throughout the Contract the Contractor shall record the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The records should be recorded as full days in chronological order from the first to the last day of the month. Claims for adverse weather delays should be submitted to the Construction Manager. The claims will be reviewed by the Construction Manager and confirmed work days shall be converted to calendar days and a letter issued in accordance with the appropriate Contract conditions (a day for a day). Contractors are not entitled to seek compensation for adverse weather delay days and waive any right to claim such compensation.
- The contracts will include liquidated damages assessed at \$1,000/day if the completion date is not met.

6. Section 01030: Alternates and Allowances:

- Provide for an allowance of up to \$15,000 as a structural contingency fund for the project to be fabricated and installed during the progress of work as may be directed by the structural engineer of record in addition to the structural steel, concrete, masonry, cold-formed steel, and reinforcing work indicated on the drawings. Credit the owner any unused quantity at the end of the project.

7. Section 01400: Codes, Standards, and Industry Specifications:

- Each Contractor is responsible for quality control for their own work.
- Owner shall employ and pay for services of independent testing laboratories to perform specified inspections and testing that is noted under separate sections.

8. Section 01500: Construction Facilities and Temporary Controls:

- Bidders shall review this section for additional requirements specific to bid packages. This section includes items relating to barriers, enclosures, temporary signage, cleaning, temporary facilities, temporary water, heating, and electric, et cetera.

9. Section 01900: Language Specific to Individual Bids:

- Bidders shall review the scope description of all Bid Packages to ensure your bid includes all labor and materials as well as coordination with other trades to complete the scope of work.

10. General Comments:

- Site Safety will be a point of emphasis on the project. Successful bidders will be required to provide a copy of their Company Safety Policy and a Site-Specific Safety Plan.
- Any change to the scope of work will be issued formally via addenda.
- The minutes from this meeting will be issued in a forthcoming Addendum along with any questions that are to be addressed.

0. Architect and Consultant Comments:

- Discussed Background and scope of work for the projects.
- MEP added to pay close attention to the drawings and make sure all notes are covered.

1. Q/A Session:

- All questions shall be submitted in writing and submitted by the deadline for Questions.

2. Adjourn/Site Walk-Through:

- Bidders were given access to the Aj Lloyd building and were allowed the opportunity to walk the entire site.

CODELL

CONSTRUCTION MANAGEMENT SINCE 1908

City of Monticello Historic Aj-Lloyd Bldg. Pre-Bid Meeting

City of Monticello AJ Lloyd		Date: 8.12.26	Location: ON-Site
Name	Company	Phone	Email
Craig Music <i>CM</i>	Codell	859-487-8766	cmusic@codellconstruction.com
David Dankas <i>DM</i>	N3DG Group	859-948-3395	ddankas@N3DGGroup.com
Justin Glasscock	DECO	606.687.9233	J.Glasscock@DECOARCHITECTS.com
Ryan Warren	DECO	(606) 687-9233	r.warren@decoarchitects.com
Nate Collins	Pisiny Son	606.454.2122	NCollins@TASDinc.com
Jason Rose	CES	606-260-1434	CESINC@windstream.net
Bobby McLaan	CES	606-878-1558	CESINC@windstream.net
Brian Foster	Foster Exc	606-340-7768	foster Excavating LLC @ gmail
Elizabeth Foster	Foster Exc	606-307-3058	fosterexcavating LLC @ gmail
Don Phillips	Iron Mule Dozer & Exc.	270-566-8084	info@ironmulefab.com
Glenda Phillips	" "	606-305-4214	info@ironmulefab.com
Jacob Chaney	HINKLE	606-307-9891	JACOB.CHANEY@HINKLECONTRACTING.com
Jimmy Garland	Coxe and Hinkle	606 535 8208	Jimmy.Garland@coxandhinkle.com
Bob Upchurch	Magg	502 348 3953	bupchurch@maggconstruction.com
Rebekah Upchurch	Helle	859 613 5818	rebekah.upchurch@maggconstruction.com
Aaron DeGough	S&S DEGOUGH ENGINEERS	606/864.2511	aaron@sd-eng.org
Tucker England	PEARMAN Civil	270 487 0037	Tucker@PE-PMSE.com



DEPARTMENT FOR
LOCAL GOVERNMENT

IMPLEMENTING
BUILD AMERICA,
BUY AMERICA
DOMESTIC PREFERENCE REQUIREMENTS

A DLG GUIDE FOR SUBRECIPIENTS

ISSUE DATE: FEBRUARY 2024

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1. INTRODUCTION

THE BUILD AMERICA, BUY AMERICA ACT

President Biden's [Bipartisan Infrastructure Law \(BIL\)](#) (Public Law No. 117-58), also known as the Infrastructure Investment and Jobs Act, was signed into law on November 15, 2021. This legislation includes the Build America, Buy America Act (BABA). BABA requires all agencies, including Department for Local Government (DLG), to ensure by May 14, 2022, that no federal financial assistance is provided for any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States *"unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States"*.

On April 18, 2022, the Office of Management and Budget (OMB) [issued a memo](#) that provided implementation guidance for agencies on the application of BABA to federal financial assistance programs for infrastructure and a transparent process to waive such preference, when necessary.

In accordance with the memo, DLG must ensure that all of its applicable federal financial assistance programs comply with [section 70914](#) of BABA. There are three key requirements that grantees, contractors, and subcontractors are required to follow for an infrastructure project (Appendix A).

1. Domestic Preferences
2. Contract Language
3. Waivers

2. DOMESTIC PREFERENCES

WHAT ITEMS ARE COVERED BY A DOMESTIC, OR “BUY AMERICA”, PREFERENCE?

Grantees, contractors, and subcontractors must ensure that all iron and steel, manufactured products, and construction materials used in their infrastructure projects are produced in the United States.

IRON AND STEEL

- Items that are predominantly iron or steel, unless another standard applies under law or regulation.
- All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

MANUFACTURED PRODUCTS

- The manufactured product was manufactured in the United States.
- The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following definitions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

CONSTRUCTION MATERIALS

- All manufacturing processes for the construction material occurred in the United States. Construction materials means articles, materials, or supplies incorporated into an infrastructure project that consists of only one or more of the following materials. Each construction material is followed by a standard for the material to be considered “produced in the United States.”
 - Non-ferrous metals – All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

- Plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables) – All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
 - Composite building materials – All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
 - Glass (including optic glass) – All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
 - Fiber optic cable – All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.
 - Optical fiber – All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
 - Lumber – All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
 - Drywall – All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- Construction materials that are excluded from a Buy America preference:
 - Cement and cementitious materials
 - Aggregates such as stone, sand, or gravel
 - Aggregate binding agents or additives

WHEN DOES “BUY AMERICA” PREFERENCE APPLY?

A Buy America preference only applies to the iron and steel, manufactured products, and construction materials **used for the infrastructure project**. If DLG determines that no funds from a particular award will be used for infrastructure, a Buy America preference does not apply to that award.

Similarly, a Buy America preference **does apply to non-infrastructure spending** under an award that also includes an infrastructure component. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both federal and non-federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are **consumed in, incorporated into, or affixed to an infrastructure project**. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.

It also does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used or within the finished infrastructure project **but are not part of or permanently affixed to the structure**.

EXEMPTIONS TO THE “BUY AMERICA” PREFERENCE?

The Buy America preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

“Pre and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are:

- (1) Authorized by statutes other than the Stafford Act, 42 U.S.C. 5121 *et seq.*; and
- (2) Made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, 42 U.S.C. 5122(1), (2).

3. CONTRACT LANGUAGE AND CERTIFICATIONS

All contractor and subcontractor contracts under DLG financial assistance awards for infrastructure, must include a contract provision explaining the BABAA requirements and a self-certification where contractors can certify compliance with Buy America preference requirements outlined in Section 2 of this handbook.

REQUIRED CONTRACT LANGUAGE

Any contracts that may include a project for infrastructure, including subcontracts, shall include the following terms:

Buy America Domestic Procurement Preference:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.hud.gov/baba. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of Housing and Urban Development (HUD) may grant, a waiver from these requirements, subject to review by the Made in America Office. HUD may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing HUD general applicability waiver as described at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america/waiver. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.madeinamerica.gov/waivers> and are subject to public comment periods of no less than 15 days.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America preference requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at <https://www.commerce.gov/oam/build-america-buy-america>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- composite building materials;
- glass (including optic glass);
- fiber optic cable;
- optical fiber;
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Recipients of an award of Federal financial assistance must submit the “DLG-001 – Certificate of Compliance with Buy America” form, to the Department for Local Government. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to the awarding entity who in turn will forward the disclosures to the Department for Local Government, the awarding agency.

REQUIRED SELF-CERTIFICATIONS

For DLG financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the “DLG-001 – Certificate of Compliance with Buy America” form, Figure 1. This form, which can also be found in Appendix B, shall be submitted with each payment request to the awarding entity.

In addition, subrecipients must sign and submit their own certification form, “DLG-003 – Subrecipient Report of Compliance with Build America, Buy America Provisions for Federally Assisted Contracts”, Figure 2. This form, which can be found in Appendix C, shall also be submitted with each payment request to the awarding entity.

Figure 1



FORM DLG-003

**SUBRECIPIENT REPORT OF COMPLIANCE
WITH BUILD AMERICA, BUY AMERICA PROVISIONS
FOR FEDERALLY ASSISTED CONTRACTS**

This form is to be submitted with each request for reimbursement of funding by the subrecipient and as requested by Department for Local Government during the project.

SUBRECIPIENT NAME:	
CONTRACT NUMBER:	
PROJECT DESCRIPTION:	
BILLING PERIOD:	TO

Subrecipient Statement:

I confirm to the best of my knowledge and belief that we are in compliance with the requirements of Pub. L. No. 117-58, Sects 70901-525 as referenced in the following requirements of the Build America, Buy America Act (BABA) and the grant agreement between the Department of Interior (DOI) and the Commonwealth of Kentucky.

Signature (Subrecipient Representative)

Title

Date

The Build America, Buy America Act, enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIA), applies a domestic content procurement preference requirement (Buy America Requirement) to federally funded public "infrastructure projects". Per Section 70914 of the IIA funds may not be obligated for an "infrastructure project" unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States or an applicable a waiver to the domestic content procurement preference requirement is used.

Subrecipient Responsibility

The subrecipient is responsible for ensuring the Buy America Requirement flows down to all contracts, subcontracts, and purchase orders for work performed under the proposed infrastructure project. Subrecipients of awards containing the Buy America Requirement must ensure that absent a waiver none of the funds provided under the award may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The first page of the DLG-003 form contains information related to the project and invoice period and signature area.

Language for certifying compliance.

FORM DLG-003

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Compliance Verification

Buy America requirements must flow down to all contracts, subcontracts and purchase orders for work performed under the infrastructure project; therefore, subrecipients must maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States.

The Certification of Compliance form(s) (Form DLG-001) must be provided by contractor and subcontractors from the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all contractors and subcontractors to the subrecipient.

Subrecipients must keep these certifications with the award/project files and be able to produce upon request from Department of Interior, Department for Local Government, auditors or Office of Inspector General. Copies of the Certificate of Compliance with Buy America Form (Form DLG-001) may be requested from Department for Local Government (DLG).

The second page contains more compliance certification language.

MANUFACTURER CERTIFICATIONS

As an additional step to ensure compliance when purchasing products for the project, DLG award recipients or subrecipients may request a certification letter from the product manufacturer to demonstrate compliance with BABA requirements. Although requesting manufacturer certifications is not required, DLG recommends this step as a best practice for documenting compliance with BABA. DLG recommends that certification letters contain five essential elements, which include:

- A reference to the project;
- Specific product information;
- Compliance with BABA reference;
- Location of manufacturer (country); and
- A company representative signature.

The certification letter should be maintained as part of the project record to be made available to DLG if requested. Below are examples of two types of manufacturer certifications: Step Certification and Final Certification.

Step Certification

A step certification is a type of certification process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the subject products and materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of subject products and materials. Figure 3 gives an example of language to include in a step certification letter.

SAMPLE STEP CERTIFICATION LETTER:

Company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Act Step Certification for Project (XXXXXXXXXX)

I, (**company representative**), certify the (**melting, bending, coating, galvanizing, cutting, etc.**) process for (**manufacturing or fabricating**) the following products and/or materials shipped or provided for the subject project is in full compliance with the Build America, Buy America Act (BABA) requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: _____.

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

Figure 3

Final Certification

Although obtaining step certification is a best practice, if not possible, DLG award recipients and subrecipients may consider requesting a final manufacturer certification letter. For a final certification letter, the final manufacturer that delivers the product to the worksite, vendor, or contractor provides a certification asserting that all manufacturing processes occurred in the United States. While this type of certification may be acceptable, it may not provide the same degree of assurance, and therefore additional documentation may be needed if the certification is lacking important information. Sample final certification language is included below. Figure 4 gives an example of language to include in a step certification letter.

SAMPLE FINAL CERTIFICATION LETTER:

Company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Act Certification for Project (XXXXXXXXXX)

I, (**company representative**), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America Act (BABA) requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: _____.

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

Figure 4

4. WAIVERS

Per section 70914(c) of BABA, the Department of Housing and Urban Development (HUD) has the authority to waive the Buy America Preference when: (1) applying the requirement is inconsistent with the public interest (a “public interest waiver”); (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or (3) inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25% (an “unreasonable cost waiver”). If a project cannot comply with the Buy American Preference requirements, recipients and subrecipients must seek a waiver from HUD. There are two categories of waivers: General Applicability Waivers and Project Specific Waivers.

GENERAL APPLICABILITY WAIVERS

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”). Award recipients subject to Buy American Preference may use general applicability waivers and do not require a separate application or approval by HUD and MIAO prior to use. These may cover categories of products known to be unavailable domestically or are intended to ease the burden of compliance.

To date, HUD has approved two General Applicability Waivers:

1. **De Minimis Purchases Waiver** – This waiver is critical to ensure that infrastructure project purchases below a de minimis threshold funded through financial assistance agreements sustain progress while reducing the burden on recipients.

This waiver covers infrastructure project purchases, totaling up to 5 percent of the total applicable project costs, up to a maximum of \$1,000,000.00. Applicable project costs are defined as material costs subject to the Buy America preference.

This waiver, which can be found in Appendix D, was approved by DOI on February 21, 2023 and expires on February 20, 2028.

2. **Small Grant Waiver** – This waiver is critical to ensure that agency small infrastructure projects conducted through small grants sustain progress and reduce the burden on recipients, many of whom are small organizations operating in rural or disadvantaged communities.

This waiver permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified period of time for small grants that meet the following standard:

- The total award amount does not exceed the Simplified Acquisition Threshold of currently \$250,000.00;
- The award amount is not anticipated to exceed the Simplified Acquisition Threshold for the life of the grant.

PROJECT-SPECIFIC WAIVERS

Project-specific waivers are for the use of a specified non-domestic product for a single project. An assistance recipient may request a waiver from DLG through their DLG grant representative. **HUD must approve waiver requests before a HUD funded project can permanently incorporate a non-domestic product.** Due to waiver requests being both project- and product-specific, any other assistance recipient who wishes to use a waiver for a similar product must apply for a separate waiver based on specific project circumstances.

WAIVER SUBMISSION

First, check the HUD [General Waivers and Timeline](#) website to determine if your project or materials meet the criteria of one of the already approved HUD-wide waivers. If the criteria are met, a separate waiver is not required.

If your project or materials do not meet the general applicability waiver criteria or an approved Buy America waiver, you may submit a waiver request directly to DLG, then HUD. The waiver request justification should include a detailed justification for the use of goods, products, or materials mined,

NOTE: before officially submitting the waiver request to HUD, it should be submitted to DLG for their agreement.

produced, or manufactured outside the United States and a certification that a good faith effort was made to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers. To assist HUD with processing your request, note that the below information must be included (as applicable) on your waiver request. You may contact DLG for assistance with items 3 thru 7.

1. Type of waiver requested (public interest, non-availability, or unreasonable cost).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award).
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Entities applying for a waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver requests.

WAIVER APPROVAL

If HUD determines that your waiver request (in whole or in part) appears to meet the legal and policy criteria of Buy America, and in accordance with Section 70914 (c), HUD will post its proposed waiver justification for public comment for a period of not less than 15 days to the MIAO [Waivers](#) page.

Before finalizing a waiver, HUD must submit the waiver determination to the Office of Management and Budget Made in America Office (MIAO) for final review pursuant to Executive Order 14005 and sections 70923(b)(2) and 70937 of the Infrastructure Investment and Jobs Act. After final review, the waivers of general applicability are subject to a minimum 30-day public comment period.

HUD will post approved waivers on the MIAO [Waivers](#) page, and DLG will notify you if your waiver request was approved.

5. COMPLIANCE OVERSIGHT

SUBRECIPIENT COMPLIANCE RESPONSIBILITIES

Subrecipients bear much of the responsibility for ensuring compliance with BABA. Furthermore, subrecipients have a vested interest in ensuring that BABA compliance is met. If the contractor is not following BABA, this may mean that the subrecipient's valuable funds are being used improperly.

The following tasks make up the subrecipient's BABA compliance oversight role and may be performed by the subrecipient or by a designated representative such as a consultant:

- Include BABA language in construction contract(s)
- Verify required BABA certifications
- Check manufacturer certifications, if applicable

INCLUDING BABA LANGUAGE

Subrecipients are responsible for including the BABA provisions language, page 5 through page 7, into all construction contracts, as well as language that requires contractors to include BABA provisions in subcontracts.

VERIFYING CERTIFICATIONS

When a contractor/subcontractor submits a request for payment, they are required to self-certify that all material or manufactured goods for the billing period complies with Buy America, page 8. Subrecipients are responsible for reviewing the DLG-001 self-certification report, Figure 1, for accuracy.

Subrecipients are responsible for ensuring the first page of the form is completely filled out and all materials or manufactured goods being requested for reimbursement are listed on the form. The second page must have at least one of the check boxes marked and signed by the contractor/subcontractor authorized representative.

In addition to the DLG-001 form, subrecipients must themselves self-certify that all material or manufactured goods for the billing period complies with Buy America, page 8. Subrecipients are responsible for completing the DLG-003 self-certification report, Figure 2. Subrecipients should ensure the first page of the form is completely filled out and signed by an authorized representative.

CHECKING MANUFACTURER CERTIFICATIONS

While this step is not required, it is recommended as an extra level of compliance. If applicable, subrecipients are responsible for obtaining a manufacturer certification letter, page 11, from the contractor/subcontractor.

Subrecipients are responsible for ensuring that the language similar to the examples in Figure 3 and Figure 4 is contained in the certification; but at a minimum, the form must contain a reference to the law, a list of materials/items, the city and state where the materials/items were manufactured, and a signature from the manufacturer's representative.

PROCESSING WAIVERS

A contractor/subcontractor or subrecipient may wish to submit a waiver for certain materials or manufactured goods, page 14. If applicable, the subrecipient or contractor/subcontractor are responsible for developing the waiver, with assistance from DLG. It will be the subrecipients or contractors/subcontractors responsibility to file the waiver with DOI; however, before officially submitting the waiver request to HUD and then to DOI, it should be submitted to DLG for their agreement.

6. DOCUMENTS AND FORMS TO BE SUBMITTED TO DLG

- **REQUEST FOR PAYMENT**

Requests for payment shall be submitted monthly, without exception, to either Jennifer Peters at jennifer.peters@ky.gov or Mark Williams at markp.williams@ky.gov or Cole Sutton at colec.sutton@ky.gov. This will include the need to submit a \$0 request if no payment is needed. Below are supplemental documents, for Buy America compliance, that are to accompany requests for payments.

- **MONTHLY REPORT**

Submit a monthly report detailing the work performed during the billing period.

- **CONTRACTOR/SUBCONTRACTOR REPORT OF COMPLIANCE**

Submit the "DLG-001 – Certificate of Compliance with Buy America" form (Appendix B) to certify Buy America compliance.

- **SUBRECIPIENT REPORT OF COMPLIANCE**

Submit the "DLG-003 – Subrecipient Report of Compliance with Build America, Buy America Provisions for Federally Assisted Contracts" form (Appendix C) to certify Buy America compliance.

- **MANUFACTURER CERTIFICATIONS**

If applicable and if requested, submit the certifications (page 18) to either Jennifer Peters at jennifer.peters@ky.gov or Christy Ritchie at christy.ritchie@ky.gov.

- **WAIVERS**

If applicable, submit waiver requests (page 18) to HUD and then DOI; however, before officially submitting the waiver to HUD and then DOI, submit a copy to either Jennifer Peters at jennifer.peters@ky.gov or Christy Ritchie at christy.ritchie@ky.gov for their agreement.

You may find it useful to use the Build America, Buy America Act Compliance Checklist for Subrecipients (Appendix F) as a tool to insure proper and timely document submission.

7. SUMMARY

If you have never administered a project with BABA requirements, it can be overwhelming at first. This handbook was developed to familiarize and assist you with these requirements.

It is recommended you read this handbook several times and study the figures/appendices. Everything you need to succeed is in this handbook.

However, even the greatest of guidance document will not make you an expert on the subject; that takes practice and repetition. That is why you should feel free to reach out to us if you have any questions, concerns, or need further clarification.

- For BABA specific questions, you may contact Jennifer Peters at jennifer.peters@ky.gov or by calling (502) 892-3469 or Christy Ritchie at christy.ritchie@ky.gov or by calling (502) 892-3580.
- For questions related to the project itself, you may contact either Jennifer Peters at jennifer.peters@ky.gov or by calling (502) 892-3469 or Christy Ritchie at christy.ritchie@ky.gov or by calling (502) 892-3580.

8. APPENDICES

APPENDIX A

THREE KEY REQUIREMENTS FLYER

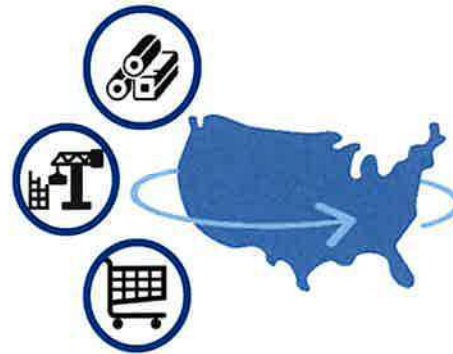
Build America, Buy America Act

Three Key Requirements

The Build America, Buy America Act (BABA) requires recipients and subrecipients of certain financial assistance programs to follow three key requirements for their infrastructure projects:

1. Domestic Preferences

Recipients and subrecipients must ensure that all iron and steel, manufactured products, and construction materials used in their infrastructure projects are produced in the United States.



2. Contract Language

Contracts must include a contract provision explaining the BABA requirements and a self-certification of compliance with the domestic preference requirements. Consult the BABA Handbook for more information and sample language.

3. Waivers

Recipients and subrecipients may request a waiver from OSMRE if the circumstances meet the criteria for an allowable waiver type. The allowable waiver types include nonavailability, unreasonable cost, and public interest. Follow the steps and checklist outlined in the BABA Handbook to ensure timely review of the waiver request.



APPENDIX B

FORM DLG-001

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

FORM DLG-001

CONTRACTOR NAME			
CONTRACTOR ADDRESS			
PROJECT NAME			
INVOICE PERIOD		TO	
CONTRACT NUMBER			
CONTRACT AMOUNT			

[illegible]



**OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT**

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

☐ I hereby certify that all of the iron, steel and manufactured goods supplied or provided by our company for use on this project was produced in the United State of America, unless an applicable waiver applies.

Or

I am relying on the following Buy America waiver(s) (check all that apply):

☐ *De Minimis Waiver*
Iron, steel and manufactured goods supplied/provided by our company equal no more than 5 percent of the total cost of the iron, steel and manufactured goods used in and incorporated into this project.

☐ *Small Grants Waiver*
The total cost of the award/subaward is less than \$250,000 and is not subject to the provisions of Buy America.

Representative Name

Title

Representative Signature

Date

APPENDIX C

FORM DLG-003

**SUBRECIPIENT REPORT OF COMPLIANCE
WITH BUILD AMERICA, BUY AMERICA PROVISIONS
FOR FEDERALLY ASSISTED CONTRACTS**



**SUBRECIPIENT REPORT OF COMPLIANCE
WITH BUILD AMERICA, BUY AMERICA PROVISIONS
FOR FEDERALLY ASSISTED CONTRACTS**

This form is to be submitted with each request for reimbursement of funding by the subrecipient and as requested by Department for Local Government during the project.

SUBRECIPIENT NAME:	
CONTRACT NUMBER:	
PROJECT DESCRIPTION:	
BILLING PERIOD:	TO

Subrecipient Statement:

I confirm to the best of my knowledge and belief that we are in compliance with the requirements of Pub. L. No 117-58, Sects 70901-525 as referenced in the following requirements of the Build America, Buy America Act (BABA) and the grant agreement between the Department of Interior (DOI) and the Commonwealth of Kentucky.

Signature (Subrecipient Representative)

Title

Date

The Build America, Buy America Act, enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA), applies a domestic content procurement preference requirement (Buy America Requirement) to federally funded public "infrastructure projects". Per Section 70914 of the IIJA funds may not be obligated for an "infrastructure project" unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States or an applicable a waiver to the domestic content procurement preference requirement is used.

Subrecipient Responsibility

The subrecipient is responsible for ensuring the Buy America Requirement flows down to all contracts, subcontracts, and purchase orders for work performed under the proposed infrastructure project. Subrecipients of awards containing the Buy America Requirement must ensure that absent a waiver none of the funds provided under their award may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Compliance Verification

Buy America requirements must flow down to all contracts, subcontracts and purchase orders for work performed under the infrastructure project; therefore, subrecipients must maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States.

The Certification of Compliance form(s) (Form DLG-001) must be provided by contractor and subcontractors from the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all contractors and subcontractors to the subrecipient.

Subrecipients must keep these certifications with the award/project files and be able to produce upon request from Department of Interior, Department for Local Government, auditors or Office of Inspector General. Copies of the Certificate of Compliance with Buy America Form (Form DLG-001) may be requested from Department for Local Government.

APPENDIX D

BABA COMPLIANCE CHECKLIST

DEPARTMENT FOR LOCAL GOVERNMENT
BUILD AMERICA, BUY AMERICA ACT COMPLIANCE CHECKLIST FOR SUBRECIPIENTS



**DEPARTMENT FOR LOCAL GOVERNMENT
BUILD AMERICA, BUY AMERICA ACT COMPLIANCE CHECKLIST
FOR SUBRECIPIENTS**

Bipartisan Infrastructure Law (BIL) funds used for transactions involving contracts for any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States must comply with the Build America, Buy America Act (BABA). This checklist provides an overview of the requirements established by BABA, and is not a substitute for the detailed provisions in the U.S. Department of Labor (DOL) regulations implementing Buy America requirements. Subrecipients should keep the completed checklist for their records, but do not need to submit it to the Department for Local Government.

CONTRACTOR/SUBCONTRACTOR:	
AWARD NUMBER:	
PROJECT TITLE:	
DATE:	

QUESTION	EXPLANATION/INSTRUCTION	STATUS		
		YES	NO	N/A
INCLUSION OF BABA LANGUAGE				
1. Was the BABA language included in all contracts and/or purchase orders?	You must incorporate the federal BABA language in all construction contracts and purchase orders for projects using funds from the Bipartisan Infrastructure Law (BIL).	☐	☐	☐
2. Did the contractor include the BABA language in all subcontracts and/or purchase orders?	You must ensure that that your contractor incorporated the federal BABA language in all subcontracts and purchase orders for projects using funds from the Bipartisan Infrastructure Law (BIL). While it is not required, it is recommended you request the contractor to submit copies of their subcontracts and purchase orders so you may verify the correct language was included.	☐	☐	☐

VERIFICATION OF MANUFACTURER CERTIFICATIONS				
3. Has the contractor and their subcontractors obtained manufacturer certifications for material and product purchases?	Although obtaining manufacturer certifications is not required, it is recommended as a best practice for documenting compliance with BABA. In addition, if your contractor and their subcontractors have obtained manufacturer certifications, it is recommended, but not required, that you ensure all applicable language was contained in the certifications.	☐	☐	☐
PROCESSING OF WAIVERS				
4. Was the waiver submitted to DLG?	Whether you or the contractor/subcontractor is seeking the waiver, it must first be submitted to DLG for their agreement. After receiving DLG's agreement of the waiver, yDLG will submit the waiver to HUD and then on to MIAO.	☐	☐	☐
REQUEST FOR PAYMENT				
5. Are requests for payment being submitted on a monthly basis?	Requests for payment are required to be submitted monthly, without exception.	☐	☐	☐
6. If no work was performed during a monthly pay period, was a \$0 request submitted?	Since requests for payment must be submitted monthly, if no payment is needed a \$0 pay request must be submitted.	☐	☐	☐
7. Was a monthly report included with the request for payment?	A monthly report detailing the work performed during the billing period must be submitted with each request for payment.	☐	☐	☐
8. Was the "DLG-001 – Certification of Compliance with Buy America" form submitted by the contractor and their subcontractors?	This form must be submitted by the contractor and their subcontractors when they are requesting payment.	☐	☐	☐
9. Was the "DLG-003 – Subrecipient Report of Compliance with Buy America Provisions for Federally Assisted Contracts" form included in the request for payment?	This form must be submitted by you for all requests for payment.	☐	☐	☐





Federal Contract Compliance Manual (FCCM)



CHAPTER 3

CONSTRUCTION INDUSTRY COMPLIANCE PROGRAM

3A INTRODUCTION

This chapter contains procedures for conducting compliance reviews of construction contractors and subcontractors, including those involved in federally assisted construction projects. The purpose of the reviews is to determine whether contractors are complying with requirements prohibiting discrimination, and requiring affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status. Additionally, federal contractors and subcontractors are prohibited from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers. This chapter also contains procedures specific to Mega Construction Projects.¹⁷¹

3B COVERAGE AND CONTRACT CLAUSES

Federal construction contractors, if they have a construction contract of the requisite amount with a federal agency,¹⁷² are covered by Executive Order 11246, as amended; VEVRAA, as amended; and Section 503, as amended. These authorities also cover construction contractors if they have a contract or subcontract with a nonconstruction contractor or another construction contractor, and the:

- Contract or subcontract is necessary in whole or in part to the performance of the covered contract; or
- Contractor or subcontractor performs, undertakes or assumes any portion of the contractor's obligation under a covered contract.

Federally assisted construction contracts and subcontracts are covered by the Executive Order but are not covered by Section 503 or VEVRAA.¹⁷³

The following subsections provide COs additional guidance on the requirements of these legal authorities.

¹⁷¹ Mega Construction Projects are defined as a construction project spanning more than one year, with a value of at least \$25 million.

¹⁷² For current jurisdiction thresholds for OFCCP coverage, see <https://www.dol.gov/ofccp/taguides/jurisdiction.htm>.

¹⁷³ EO 11246, as amended, Sec. 301.

3B00 REGULATIONS APPLICABLE TO CONSTRUCTION CONTRACTORS

Regulations applicable to the affirmative action requirements of construction contractors and federally assisted construction contractors under Executive Order 11246 are published primarily in 41 CFR Part 60-4. Specific provisions in other parts of 41 CFR Chapter 60 are also applicable to federal and federally assisted construction contractors.¹⁷⁴ The regulations implementing Section 503¹⁷⁵ and VEVRAA¹⁷⁶ apply to contractors and subcontractors with a federal construction contract or subcontract covered under those laws. As mentioned earlier, the regulations implementing Section 503 and VEVRAA do not apply to federally assisted construction contracts and subcontracts.

3B01 REQUIRED BID SOLICITATION NOTICE AND CONTRACT SPECIFICATIONS FOR CONSTRUCTION CONTRACTS

Bid solicitations for all federal and federally assisted construction contracts in excess of \$10,000 must include the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)” found at 41 CFR 60-4.2(d) and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)” found at 41 CFR 60-4.3(a).

The “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)” (referred to in this chapter as the “Notice”) sets forth the goals for minority and female participation in construction trades in covered areas, identifies the covered areas and requires that contractors provide OFCCP with written notice about construction subcontracts in excess of \$10,000 that are awarded in connection with the covered contract. In addition, the Notice must be included in:

- Grants, contracts, subcontracts, loans, insurance or guarantees involving federally assisted construction covered by Part 60-4 as a condition of these agreements; and
- Construction contracts and subcontracts that are necessary in whole or in part to the performance of a covered nonconstruction contract.

The “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)” (referred to in this chapter as the “Specifications”) describe the affirmative action obligations and detail the specific affirmative action steps construction contractors must implement to ensure equal employment opportunity. The Specifications must be in:

- Solicitations for offers and bids on all federal and federally assisted construction contracts in excess of \$10,000 in accordance with 41 CFR 60-4.6;

¹⁷⁴ 41 CFR Parts 60-1, 60-3, 60-20, 60-40, and 60-50.

¹⁷⁵ 41 CFR Part 60-741.

¹⁷⁶ 41 CFR Part 60-300.

- Grants, contracts, subcontracts, loans, insurance or guarantees involving federally assisted construction covered by 41 CFR Part 60-4, as a condition of these agreements;
- Federal and federally assisted construction contracts in excess of \$10,000 in accordance with 41 CFR 60-4.6; and
- Construction subcontracts in excess of \$10,000 that are necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts.¹⁷⁷

By operation of the Executive Order, the Notice and the Specifications discussed in this section are deemed to be incorporated in every solicitation and every covered contract and subcontract. This is true whether or not they are expressly incorporated in the solicitation or contract, and whether or not the contract is written.¹⁷⁸

3B02 REQUIRED EQUAL OPPORTUNITY CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS

The equal opportunity clauses may be expressly included in construction contracts and subcontracts, or incorporated by reference.¹⁷⁹ The clauses are, however, a part of the construction contracts even if the contractor does not physically incorporate them into the contract document.¹⁸⁰ If a contractor fails to include the required clauses in covered subcontracts and purchase orders, either in their entirety or by reference, a CO shall cite this omission as a violation in the closure document.

- a. *Federal Construction Contracts.* Each federal contracting agency must include the equal opportunity clauses found at 41 CFR 60-1.4(a), 60-300.5 and 60-741.5, in all covered prime construction contracts. And, each federal contractor and subcontractor must include the equal opportunity clauses in its covered construction subcontracts – either in their entirety or by reference.¹⁸¹ An example of an acceptable way to incorporate all three equal opportunity clauses by reference is found below. Note that the example is in bold typeface for compliance with Section 503 and VEVRAA regulations. If a contractor incorporates the clauses by reference, but does not use the appropriate language or style for Section 503 and VEVRAA equal opportunity clauses, then a CO shall cite the failure as a violation in the closure document.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin,

¹⁷⁷ 41 CFR 60-4.3(a).

¹⁷⁸ 41 CFR 60-4.9.

¹⁷⁹ 41 CFR 60-1.4(d), 60-300.5(d) and 60-741.5(d).

¹⁸⁰ 41 CFR 60-4.9, 41 CFR 60-300.5(e) and 60-741.5(e).

¹⁸¹ 41 CFR 60-1.4(a) and (b) at paragraph (7); 60-1.4(c); 41 CFR 60-300.5, paragraph 11; and 41 CFR 60-741.5, paragraph 11.

or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- b. *Federally Assisted Construction Contracts.* Applicants for federal assistance involving a construction contract are required to include the equal opportunity clause found at 41 CFR 60-1.4(b) in all covered federally assisted construction contracts. Moreover, each administering agency must include this clause as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction. Federally assisted construction contractors and subcontractors are to incorporate only the Executive Order equal opportunity clause in subcontracts – either in its entirety or by reference. An example of an acceptable way to incorporate the equal opportunity clause by reference is found below.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- c. *Nonconstruction Contractors.* Nonconstruction contractors must include the appropriate clauses in construction subcontracts that are necessary, in whole or in part, to the performance of a covered nonconstruction contract. The clauses may be expressly included in the contract or incorporated by reference, in the same manner as described above. The clauses are, however, a part of the construction contracts even if the contractor does not physically incorporate them into the contract document.

3B03 SUPPORT FROM OTHER AGENCIES RELATED TO CONSTRUCTION CONTRACTORS

The CO must identify the contract(s) on which the contractor's obligations are based. The CO records this information in the case file and related correspondence. Information on contract awards may be obtained from other federal agencies.

Various federal, state and local government contracting offices may be able to provide notice of contract awards and help ensure that the contractors include equal opportunity and affirmative action clauses in construction contracts. For example, OFCCP has an MOU with the General

Services Administration (GSA) that provides for information sharing on construction contract awards.¹⁸²

Other agencies within the DOL may also have information not available from the contractor. For example, the WHD may be able to provide the number of employees of the contractor by reviewing payroll records certified under the Davis-Bacon Act. Other sources of interagency cooperation may include the ETA funded agencies such as Job Corps, Office of Apprenticeship, and YouthBuild, and the Women's Bureau.

3B04 MEGA CONSTRUCTION PROJECTS

A mega construction project is a construction project spanning more than a year, with a value of at least \$25 million. OFCCP developed its Mega Construction Project Program to facilitate construction contractors' access to a pipeline of diverse talent for some of this nation's largest construction projects. The focus of this program is first and foremost on providing compliance assistance and facilitating relationships that connect contractors with jobs to qualified people seeking jobs.

The program includes providing intensive compliance assistance to participating construction contractors, and facilitating connections between contractors and job training and recruiting sources, unions, local or community based organizations, and federal, state and local governments. Through this approach, the expectation is that there will be an increase in the representation of women and minorities in the construction trades. While contractor participation in the mega construction program is not required, it is encouraged.

On mega construction projects, COs can monitor the solicitations, offers and bid documents to ensure the funding and contracting agencies include the Notice.¹⁸³ Additionally, COs coordinate with the funding agency to ensure incorporation of the Specifications and appropriate equal opportunity clauses into prime contracts and subcontracts.¹⁸⁴ Once the solicitation is made public, the District Director or Assistant District Director should participate in as many pre-bid conferences as feasible that the federal funding agency and the entity receiving federal assistance may schedule with prospective bidders. Once the prime contract is awarded, the District Director or Assistant District Director should contact¹⁸⁵ the prime contractor for two purposes:

- To offer the prime contractor the opportunity to participate in the program, so as to receive extensive compliance assistance and support; and
- To explain the prime contractor's role and responsibilities if it participates in the program.

¹⁸² See "U.S. Department of Labor and U.S. General Services Administration: Memorandum of Understanding on Mega Construction Projects," signed June 2013.

¹⁸³ See FCCM 3B01.

¹⁸⁴ 41 CFR 60-1.4(a) or (b), 41 CFR 60-4.3, 41 CFR 60-300.5, and 41 CFR 60-741.5.

¹⁸⁵ See Letter L-10 – Construction Outreach for New Projects.

If a mega construction project is located on or near an Indian reservation, the CO should contact OFCCP's Indian and Native American Employment Rights Program (INAERP) before contacting tribal officials, TEROs or Indian and Native American community based organizations. INAERP will work with the CO to ensure the proper tribal officials are notified about the project and determine their level of involvement based on their resources and tribal infrastructure. INAERP will also conduct introductory meetings via conference call and assist with providing a list of resources for contractors and subcontractors to use in the creation of linkages with tribal entities and Indian and Native American community based organizations. The INAERP staff is available throughout the course of a review to assist COs.

3C GENERAL PRINCIPLES APPLICABLE TO THE CONSTRUCTION INDUSTRY

The equal opportunity clauses prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability and protected veteran status.¹⁸⁶ Additionally, the clauses prohibit contractors from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers. They also require that contractors take affirmative action to ensure equal employment opportunity. This section covers the use and application of the goals for the participation of minorities and females in the construction workforce, preconstruction conferences and notice of subcontract awards. The Section 503 Utilization Goal and the VEVRAA Hiring Benchmark are addressed in Section 3N.

3C00 EXECUTIVE ORDER GOALS

Goals serve as reasonably attainable objectives and allow contractors to measure progress toward achieving equal employment opportunity. They are not quotas. Failure to meet any goal, in and of itself, does not constitute a violation of the Executive Order. Contractors must demonstrate good faith efforts toward meeting their minority and female participation rate goals contained in the bid solicitation. These goals are determined by the Director of OFCCP and are issued in accordance with 41 CFR 60-4.6 by geographic area.

The participation rate goals are expressed as a percentage of the hours a contractor's aggregate workforce worked in each trade on all construction work performed in the geographic area. A covered construction contractor must apply the participation rate goals on all of its federal, federally assisted, and nonfederal construction work. If a covered construction contractor performs work in multiple geographic areas, the contractor must make good faith efforts to achieve the goals for women and minorities in each geographic area where work is being performed.

¹⁸⁶ 41 CFR 60-1.4(a) and (b), 41 CFR 60-300.5 and 41 CFR 60-741.5.

- a. *Goals for Women.* The current goal for the utilization of women is 6.9 percent of work hours and applies to all of a contractor's construction sites, regardless of where the federal or federally assisted contract is performed.¹⁸⁷
- b. *Minority Group Goals.* The current goals for the utilization of minorities are formulated in terms of work hours performed in a specific Standard Metropolitan Statistical Area (SMSA) or non-SMSA.¹⁸⁸ For example, ABC Company has a federal contract for construction work in SMSA X. The goals for SMSA X apply to all of ABC's construction work in SMSA X, both the federally involved and the nonfederally involved construction work. In addition, if ABC Company performs construction work in SMSA Y, it would apply the SMSA Y goals to all its construction work in SMSA Y, whether or not it had a federal or federally assisted contract in SMSA Y.

3C01 PRECONSTRUCTION CONFERENCES

Contracting and administering agencies may use preconstruction conferences to discuss any aspect of the contractual requirements of a project including EEO. OFCCP regional, district or area office staff may participate in these conferences at the invitation of the contracting agency. The contracting agency reviews the construction contractor's nondiscrimination and affirmative action obligations, including applicable minority and female participation rate goals for the geographical area in which work is to be performed, and the contractor's reporting and recordkeeping requirements necessary to demonstrate compliance. COs may also send out a letter to summarize EEO obligations enforced by OFCCP and to offer compliance assistance for new construction contractors.¹⁸⁹

3C02 NOTICE OF SUBCONTRACT AWARDS

The Notice explained in Section 3B01¹⁹⁰ requires the contractor to notify the Director of OFCCP of the name, address, telephone number and employer identification number of each subcontractor; the name, phone number, and email address of the contractor representative submitting the notification; the prime contract number; the estimated dollar amount of the subcontract; its estimated starting and completion dates; and the geographical area (SMSA or non-SMSA) in which the work is to be performed. This notice must be in writing and provided within 10 business days of the award of a subcontract in excess of \$10,000.

¹⁸⁷ This goal was originally published in the Federal Register of April 7, 1978, 43 FR 14899, 14900, as Appendix A. This goal was extended indefinitely based on a notice published in the Federal Register on December 30, 1980. See 45 FR 85750, 85751 (Dec. 30, 1980).

¹⁸⁸ 45 FR 65979, 65984, Appendix B-80 (Oct. 3, 1980).

¹⁸⁹ See Letter L-10 – Construction Outreach for New Projects.

¹⁹⁰ See 41 CFR 60-4.2(d).

**CONTRACT DOCUMENTS GUIDE
FOR
KCDBG FUNDED CONSTRUCTION PROJECTS**

February 2017

8. Special Equal Opportunity Provisions

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. 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.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of

the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)
 - a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Affirmative Action Compliance Requirements for Construction clause", set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goals for Minority
Participation**
2.5%

**Goals for Female
Participation**
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 geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity Clause, (2) specific affirmative action obligations required by the clause entitled *Affirmative Action Compliance Requirements for Construction*, and (3) 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. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10

working days following 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.

- d. As used in this notice, and in any contract resulting from this solicitation, the "covered area" is _____(insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).
3. Affirmative Action Compliance Requirements for Construction (Executive Order 11246)
- a. As used in these specifications:
 - (1) "Covered area" means the geographical area described in solicitation from which this Contract resulted.
 - (2) "Deputy Assistant Secretary" means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Program, United States Department of Labor, or a designee.
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) *Gender Identity* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.
 - (5) *Sexual Orientation* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.
 - (6) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) 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).
 - (d) 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).
- (7) 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 this clause and the Notice containing the goals for minority and female participation which is stated in the solicitations from which this Contract resulted.
- (8) If the Contractor is participating (pursuant to 41 CFR 60-4) 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) shall comply 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 the plan. Each Contractor or Subcontractor participating in an approved plan is also 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 Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan's goals.
- (9) The Contractor shall implement the specific affirmative action standards provided in paragraphs 10a through p of this clause. The goals stated 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 that 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 contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and

female goals established for the geographic area where the contract is being performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

- (10) Neither the terms and conditions 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 this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (11) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, 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.
- (12) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause 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, if possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that 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 these sites or facilities.
 - (b) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and 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, referrals of minorities or females from unions, recruitment sources, or community organizations and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (d) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority 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 subparagraph 10b of this clause.
- (f) Disseminate the Contractor's EEO policy by-
 - (i) Providing notice of the policy to unions and to training, recruitment and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;

- (ii) Including the policy in any policy manual and collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Review the policy with all management personnel at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to all employees at each location where construction work is performed
- (g) Review, at least annually, the contractor's Equal Employment Opportunity policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a 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. Provide written notification to and discuss the policy with other Contractors and Subcontractors with which the Contractor does or anticipates doing business.
- (i) Direct 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 before the date for the acceptance of applications for apprenticeship or training by any recruitment source, 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 minority persons and women. 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 required 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. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
 - (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 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-use restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
 - (o) Maintain a record of solicitations for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's Equal Employment Opportunity policy and affirmative action obligations.
- (13) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one

or more of the affirmative action obligations contained in subparagraphs 10(a) through (p) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under 10(a) through (p) of this clause provided that the Contractor-

- (a) Actively participates in the group;
 - (b) Makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry;
 - (c) Ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
 - (d) Makes a good faith effort to meet its individual goals and timetables;
 - (e) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- (14) A single goal for minorities and a separate single goal for women shall be established. The Contractor 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 Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.).
- (15) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (16) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (17) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal

Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any failure to carry out such sanctions and penalties shall be in violation of this clause and Executive Order 11246, as amended.

- (18) The Contractor, in fulfilling its obligations under this clause, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246 as amended, the implementing regulations or these specifications, the Deputy Assistant Director shall proceed in accordance with 41 CFR 60-4.8.
- (19) The Contractor shall designate a responsible official to-
 - (a) monitor all employment related activity to ensure that the Contractor's Equal Employment policy is being carried out;
 - (b) to submit reports as may be required by the Government and;
 - (c) Keep records that shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number, 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, separate records are not required to be maintained.
- (20) 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 the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of habit, local custom or otherwise. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. S/he further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Over \$100,000)

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low and very low income residents of the project area (including public housing residents and persons with disabilities) and contracts for work in connection with the project be awarded to business concerns which are owned by or employee low and very low income residents of the project area.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

G. Rehabilitation Act of 1973, Section 503 Handicapped (if \$10,000 or over)

Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physical and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Part 60-250 (if \$100,000 or over)

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran or veteran of the Vietnam era in all employment practices, including the following:
 - i. recruitment, advertising, and job application procedures
 - ii. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. rates of pay or any other form of compensation and changes in compensation;
 - iv. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. leaves of absence, sick leave, or any other leave;
 - vi. fringe benefits available by virtue of employment, whether or not administered by the contractor
 - vii. selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. activities sponsored by the contractor including social or recreational programs; and
 - ix. any other term, condition, or privilege of employment.
2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal

obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever the contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state, provided that this requirement shall not apply to state and local governmental contractors. As long as the contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. The contractor may advise the state agency when it is no longer bound by this contract clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
 - i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and top management means any employee:
 - a) Whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - b) who customarily and regularly directs the work of two or more other employees therein; and
 - c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - d) who customarily and regularly exercises discretionary powers; and

- e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

I. Age Discrimination Act of 1975

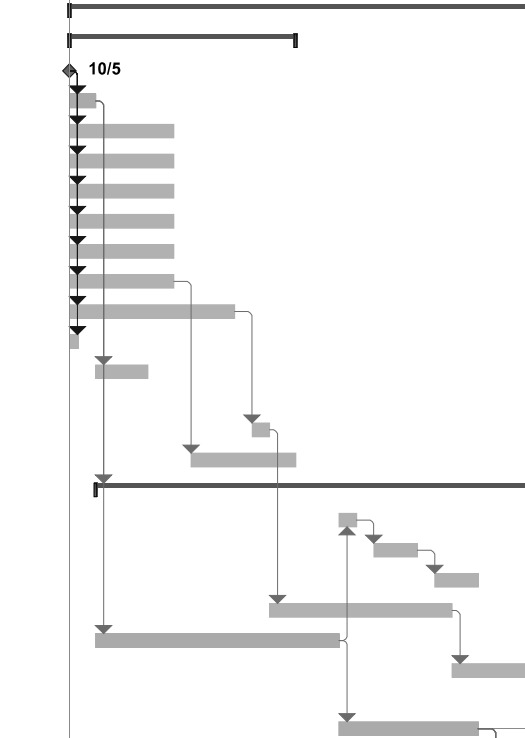
During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

CODELL
CONSTRUCTION MANAGEMENT SINCE 1908

City of Monticello AJ Lloyd



MONTICELLO
KENTUCKY

ID	Task Mode	Task Name	Duration	Start	Finish	October 2026							November 2026						
						22	27	2	7	12	17	22	27	1	6	11	16	21	
1		 City of Monticello Aj Lloyd	341 days	Mon 10/5/26	Mon 2/7/28														
2		 Submittals	20 days	Mon 10/5/26	Fri 10/30/26														
3		 Notice to Proceed	0 days	Mon 10/5/26	Mon 10/5/26														
4		 Mobilize	3 days	Mon 10/5/26	Wed 10/7/26														
5		 Quick Ship Drawings - Architectural Structural Steel	10 days	Mon 10/5/26	Fri 10/16/26														
6		 Quick Ship Shop Drawings - MEP Piping, Conduits & Sleeves	10 days	Mon 10/5/26	Fri 10/16/26														
7		 Quick Ship Shop Drawings - Shoring Drawings	10 days	Mon 10/5/26	Fri 10/16/26														
8		 Quick Ship Shop Drawings - HVAC	10 days	Mon 10/5/26	Fri 10/16/26														
9		 Quick Ship Shop Drawings - Concrete, rebar and accessories	10 days	Mon 10/5/26	Fri 10/16/26														
10		 Quick Ship Shop Drawings - Switchgear	10 days	Mon 10/5/26	Fri 10/16/26														
11		 Shop Drawings-Exclude Quick Ship Drawings	15 days	Mon 10/5/26	Fri 10/23/26														
12		 Submit Notice of Intent -Obtain Applicable permits	1 day	Mon 10/5/26	Mon 10/5/26														
13		 Install Temporary Job site Fencing/Gates/Temporary construction entrance	4 days	Thu 10/8/26	Tue 10/13/26														
14		 Complete Submittal of Shop Drawings	2 days	Mon 10/26/26	Tue 10/27/26														
15		 Architect/Engineer Review Quick Ship	10 days	Mon 10/19/26	Fri 10/30/26														
16		 Sitework/Demolition	56 days	Thu 10/8/26	Tue 12/29/26														
17		 Install BMP mandated work	2 days	Thu 11/5/26	Fri 11/6/26														
18		 Site Clearing /Select Demolition/Stockpile topsoil	5 days	Mon 11/9/26	Fri 11/13/26														
19		 Site Grading/Earthwork	5 days	Mon 11/16/26	Fri 11/20/26														
20		 Architect/Engineer Review Remaining Shop Drawings	15 days	Wed 10/28/26	Tue 11/17/26														
21		 Asbestos Abatement (Separate Contract)	20 days	Thu 10/8/26	Wed 11/4/26														
22		 Site Utilities Demolition/Relocation (Sewer/Water/FP/Storm, Domestic and Fire Loop)	25 days	Wed 11/18/26	Wed 12/23/26														
23		 Structural Shoring Bracing/Protection of existing and remaining structur	12 days	Thu 11/5/26	Fri 11/20/26														

City of Monticello AJ Lloyd

Critical Split

Task

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Summary

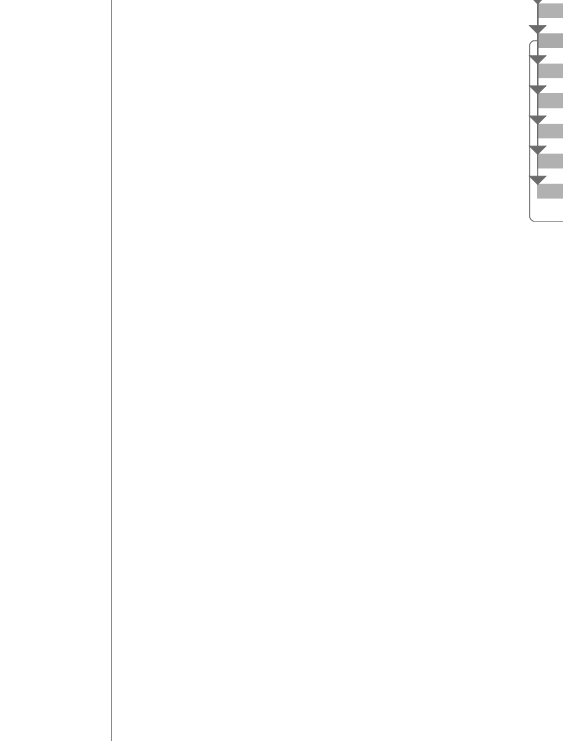
Critical

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledges the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas



City of Monticello AJ Lloyd



ID		Task Mode	Task Name	Duration	Start	Finish	October 2026										November 2026				
							22	27	2	7	12	17	22	27	1	6	11	16	21		
24			Salvage and Protection of Historic Stone walls	12 days	Mon 11/23/26	Wed 12/9/26															
25			Demo Ceilings-Flooring	14 days	Mon 11/23/26	Fri 12/11/26															
26			Demo Walls/Slabs	14 days	Mon 11/23/26	Fri 12/11/26															
27			Demo Doors	14 days	Mon 11/23/26	Fri 12/11/26															
28			Demo Glazing	14 days	Mon 11/23/26	Fri 12/11/26															
29			Demo Roofing	14 days	Mon 11/23/26	Fri 12/11/26															
30			Demo Plumbing Fixtures/Casework	14 days	Mon 11/23/26	Fri 12/11/26															
31			Demo Remaining Items	20 days	Mon 11/30/26	Tue 12/29/26															
32			AJ Lloyd Building	282 days	Wed 12/30/26	Mon 2/7/28															
33			Structural Shoring Bracing	12 days	Wed 12/30/26	Mon 1/18/27															
34			Under slab Plumbing Rough In Saw Cut Floors	10 days	Tue 1/19/27	Mon 2/1/27															
35			Backfilling of Crawlspace and Additional Shoring	25 days	Tue 1/19/27	Mon 2/22/27															
36			Verify Existing Footers/Excavate for new foundations	7 days	Tue 2/23/27	Wed 3/3/27															
37			Installation of Piers and Spread Footings	20 days	Thu 3/4/27	Wed 3/31/27															
38			Installation of Grade Beams	9 days	Thu 4/1/27	Tue 4/13/27															
39			Slab Prep	3 days	Wed 4/14/27	Fri 4/16/27															
40			Slab Placement/Replace Pour Bleacher Risers	14 days	Mon 4/19/27	Thu 5/6/27															
41			CMU Bearing walls	22 days	Fri 5/7/27	Tue 6/8/27															
42			Steel Columns and Beam	15 days	Wed 6/9/27	Tue 6/29/27															
43			Secondary Framing	5 days	Wed 6/30/27	Wed 7/7/27															
44			Installation of Joists	10 days	Thu 7/8/27	Wed 7/21/27															
45			Misc. Bracing and final connections	5 days	Thu 7/22/27	Wed 7/28/27															
46			Installation of Roof Decking	7 days	Thu 7/29/27	Fri 8/6/27															
47			Hollow Metal Door Frame Installation	7 days	Fri 5/7/27	Mon 5/17/27															
48			CMU Non Bearing Walls	10 days	Wed 6/16/27	Tue 6/29/27															

City of Monticello AJ Lloyd

Critical Split

Task

Milestone

Summary

Critical

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City of Monticello AJ Lloyd



ID		Task Mode	Task Name	Duration	Start	Finish	October 2026												November 2026				
							22	27	2	7	12	17	22	27	1	6	11	16	21				
49			Plumbing In wall Rough In	15 days	Wed 6/30/27	Wed 7/21/27																	
50			Electrical In Wall Rough In	10 days	Wed 6/30/27	Wed 7/14/27																	
51			Electrical Rough In above Ceiling	15 days	Mon 8/9/27	Fri 8/27/27																	
52			Mechanical/Plumbing Rough in above Ceiling	15 days	Mon 8/9/27	Fri 8/27/27																	
53			Duct Insulation-Above Ceiling	5 days	Mon 8/30/27	Fri 9/3/27																	
54			Electrical Rough In Site Lighting	5 days	Thu 7/15/27	Wed 7/21/27																	
55			Fire Alarm Rough In	7 days	Thu 7/22/27	Fri 7/30/27																	
56			Equipment Rough In	5 days	Mon 8/2/27	Fri 8/6/27																	
57			Install Interior Stairs/Guardrails	10 days	Thu 7/22/27	Wed 8/4/27																	
58			Exterior Stone/Facades Clean & Tuckpoint	25 days	Mon 8/9/27	Mon 9/13/27																	
59			Roof Deck/Inspections Corrections	10 days	Mon 8/9/27	Fri 8/20/27																	
60			Install Canopies Including Welding and Fashioning	14 days	Tue 9/14/27	Fri 10/1/27																	
61			Install PVC Roof	7 days	Mon 8/23/27	Tue 8/31/27																	
62			Install Bankers Wire Window openings	30 days	Wed 9/1/27	Wed 10/13/27																	
63			Roof Dried In	0 days	Tue 8/31/27	Tue 8/31/27																	
64			Set Mechanical Equipment/Tie in	15 days	Wed 9/1/27	Wed 9/22/27																	
65			Install Mechanical and Plumbing Insulation	10 days	Thu 9/23/27	Wed 10/6/27																	
66			Gypsum Board walls/soffits/ceilings-Hang Finish	12 days	Mon 9/13/27	Tue 9/28/27																	
67			Install MEP in Wall rough in Gyp Board Walls	7 days	Thu 9/16/27	Fri 9/24/27																	
68			Block Filler	10 days	Wed 9/29/27	Tue 10/12/27																	
69			Install Metal Coping, Trim Etc....	10 days	Wed 9/1/27	Wed 9/15/27																	
70			Electrical Devices/Systems	14 days	Thu 9/23/27	Tue 10/12/27																	
71			Chimney Work Grouting and Final Tie in	7 days	Thu 9/16/27	Fri 9/24/27																	
72			Exterior Lighting	10 days	Thu 9/16/27	Wed 9/29/27																	
73			Rough Grading	7 days	Mon 9/27/27	Tue 10/5/27																	

City of Monticello AJ Lloyd

Critical Split

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City of Monticello AJ Lloyd



ID		Task Mode	Task Name	Duration	Start	Finish	October 2026												November 2026				
							22	27	2	7	12	17	22	27	1	6	11	16	21				
74			1st coat of Pait-Walls	12 days	Wed 10/6/27	Thu 10/21/27																	
75			Install Stone Base for Asphalt	6 days	Wed 10/6/27	Wed 10/13/27																	
76			Control Work	10 days	Tue 10/5/27	Mon 10/18/27																	
77			Install Lighting Bollards	5 days	Wed 10/6/27	Tue 10/12/27																	
78			Permanent Power	0 days	Tue 10/12/27	Tue 10/12/27																	
79			Site Concrete	16 days	Wed 10/13/27	Wed 11/3/27																	
80			Finish Curbs	3 days	Mon 10/18/27	Wed 10/20/27																	
81			Ceiling Grid	8 days	Thu 10/21/27	Mon 11/1/27																	
82			Paint Exposed Ceilings	8 days	Thu 10/21/27	Mon 11/1/27																	
83			Install Exterior Ornamental Railings	15 days	Thu 10/21/27	Wed 11/10/27																	
84			Turn In O&M Manuals for initial Review	0 days	Wed 11/10/27	Wed 11/10/27																	
85			Conditioned Air	0 days	Mon 11/1/27	Mon 11/1/27																	
86			Grilles, Registers, Diffusers	10 days	Tue 11/2/27	Mon 11/15/27																	
87			Light Fixtures	12 days	Tue 11/2/27	Wed 11/17/27																	
88			Final Grading Top Soil Placement	3 days	Tue 11/16/27	Thu 11/18/27																	
89			Grasses and Plantings	4 days	Fri 11/19/27	Wed 11/24/27																	
90			Above Ceiling Punch-Engineer	0 days	Wed 11/17/27	Wed 11/17/27																	
91			Work off Above Ceiling Punch-Contractors	5 days	Thu 11/18/27	Wed 11/24/27																	
92			Aluminum Coiling Doors	5 days	Fri 11/26/27	Thu 12/2/27																	
93			Ceiling Tiles	5 days	Fri 11/26/27	Thu 12/2/27																	
94			Door Frame Paint 1st-Coat	3 days	Fri 11/26/27	Tue 11/30/27																	
95			Final Coat Paint Walls	10 days	Fri 11/26/27	Thu 12/9/27																	
96			Ceramic Tile	14 days	Fri 11/26/27	Wed 12/15/27																	
97			Air Balance	5 days	Wed 12/1/27	Tue 12/7/27																	
98			Acrylic Court Surfacing	7 days	Fri 12/3/27	Mon 12/13/27																	

City of Monticello AJ Lloyd

Critical SplitTaskMilestoneSummaryCritical

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City of Monticello AJ Lloyd



ID		Task Mode	Task Name	Duration	Start	Finish	October 2026										November 2026							
							22	27	2	7	12	17	22	27	1	6	11	16	21					
99			Turf Installation	8 days	Fri 12/3/27	Tue 12/14/27																		
100			Casework	7 days	Tue 12/14/27	Wed 12/22/27																		
101			Plumbing Fixtures	7 days	Tue 12/14/27	Wed 12/22/27																		
102			Interior Signage	3 days	Wed 12/15/27	Fri 12/17/27																		
103			Doors and Hardware	8 days	Wed 12/15/27	Mon 12/27/27																		
104			Toilet Patricians and Accessories	7 days	Thu 12/23/27	Mon 1/3/28																		
105			Contractors turn over all local/state inspections to Codell	0 days	Mon 12/27/27	Mon 12/27/27																		
106			State Building Inspector	0 days	Tue 12/28/27	Tue 12/28/27																		
107			Paint Seal Concrete Floors	10 days	Wed 12/29/27	Tue 1/11/28																		
108			Install resilient base	4 days	Wed 12/29/27	Mon 1/3/28																		
109			Doorframe Paint 2nd coat	3 days	Wed 12/29/27	Fri 12/31/27																		
110			Install Door Glass	2 days	Wed 12/29/27	Thu 12/30/27																		
111			Pre-Clean before Architect Punchlist	3 days	Fri 12/31/27	Tue 1/4/28																		
112			Substantial Completion/Certificate of Occupancy	0 days	Tue 1/11/28	Tue 1/11/28																		
113			Architect Punch List Review	0 days	Tue 1/11/28	Tue 1/11/28																		
114			Architect Punch List Distributed	3 days	Wed 1/12/28	Fri 1/14/28																		
115			Architect Punch List Worked Off by Contractors	12 days	Mon 1/17/28	Tue 2/1/28																		
116			Turnover Extra Stock Material	0 days	Fri 1/14/28	Fri 1/14/28																		
117			As-Built Drawings Complete	0 days	Fri 1/14/28	Fri 1/14/28																		
118			Owner Equipment Training	5 days	Tue 1/11/28	Mon 1/17/28																		
119			O&M Manuals Complete with Special Warranties included	0 days	Fri 1/14/28	Fri 1/14/28																		
120			Final Clean After Punchlist Worked off	3 days	Wed 2/2/28	Fri 2/4/28																		
121			Final Review by Architect	1 day	Mon 2/7/28	Mon 2/7/28																		
122			Final Completion	1 day	Mon 2/7/28	Mon 2/7/28																		

City of Monticello AJ Lloyd

Critical SplitTaskMilestoneSummaryCritical

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August 14, 2026

Addendum #01

RE: (23-686) AJ Lloyd Renovation

From: Deco Architects, Inc.
127 Old Monticello Street, Suite #1
Somerset, KY 42501

To: All Prospective Bidders and Plan Holders

This Addendum forms a part of the Bid Documents and modifies the Bid Documents previously issued on August 04, 2026. Bidders are expected to acknowledge receipt of this Addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification. All other provisions of the Bid Documents shall remain unchanged.

Bidder Questions:

- 1. Question: Are the countertops in the concession stand stainless steel?**
Answer: Yes, see spec section 12 63 00 of Addm. 1 attachments
- 2. Question: Are the RA-2A panels part of the div 10 toilet accessories or are these solid surface hand dryer panels by the millworker?**
Answer: The wall guard is to be stainless steel as per spec section 10 28 00 2.06.3.b
- 3. Question: Who's responsible for the salvaged court floor at the restrooms? If it's us, do we need to both demo and reinstall?**
Answer: Contractors shall coordinate with one another to ensure that enough material is preserved to achieve design intent see AD101.0 per Addm. 1 attachments
- 4. Question: Do you know if this custom shower changing table is needed or can we supply a standard wall baby changing station?**
Answer: Pressalit shall be OMITTED from the specs see 10 28 00 per Addm 1 bid specifications clarifications.
- 5. Question: Spec section 012100-Allowances. Which BP is responsible to carry this allowance?**
Answer: This is available on page 166 of the front end documents
- 6. Question: To clarify, there is no roof drains on this project?**
Answer: Gutters and downspouts indicated on A130.0 Spec section 07 71 23 as per Addm. 1 attachments



Procedural Clarifications:

1. Minutes from the Pre-Bid Meeting held on August 13, 2026, have been uploaded to Lynn Imaging's Online Planroom and may be downloaded from that online portal.
2. Sign-In Sheet from the Pre-Bid Meeting held on August 13, 2026, has been uploaded to Lynn Imaging's Online Planroom and may be downloaded from that online portal.
3. Bid Date has been moved to September 2nd, 11 Am EST.

Bid Drawings Clarifications:

1. **Sheet G002.0**
 - a. Surface mounted fire extinguisher cabinet detail OMIT 5LB and INSERT 10 LB
2. **Sheet A101.0, A102.0, A300.0, A301.0**
 - a. OMIT sheet note 12.01 "new floor mounted bleachers. provide tamper resistant torx screws at seat and secure to floor using lead expansion shields with 2-inch stainless steel phillips head machine bolts" INSERT sheet note 12.01 "new vertical face mounted bleachers. provide tamper resistant torx screws at seat and secure to vertical face using lead expansion shields with 2-inch stainless steel phillips head machine bolts"

Bid Specifications Clarifications:

1. **Spec section 00010**
OMIT AUGUST 19,2026 INSERT SEPTEMBER 2, 2026
2. **Spec section 00010**
OMIT Derek Phillips – D.phillips@decoarchitects.com INSERT Justin Glasscock – j.glasscock@decoarchitects.com
3. **Spec section 07 18 00**
2.01.A INSERT Pecora Deck HB 1100-SA as an approved product
4. **Spec section 07 71 23**
INSERT 07 71 23 as per addm 1 attachments
5. **Spec section 08 11 13**
2.01.A INSERT De La Fontaine as an approved Manufacturer



6. **Spec section 08 33 13**
2.01.A INSERT Overhead door as an approved Manufacturer
7. **Spec section 12 36 00**
INSERT 12 36 00 as per addm 1 attachments
8. **Spec section 10 28 00**
2.07.a OMIT Pressalit entirely INSERT Koalakare
9. **Spec section 10 44 00**
2.02.B.3 OMIT 20 LB and INSERT 10 LB

Attachments:

See attached specs and drawings on next page:

Attachment "A" – Spec Section 07 71 23 – Manufactured Gutters And Downspouts

Attachment "B" – Spec Section 10 28 00 – Toilet, Bath, and Laundry Accesories

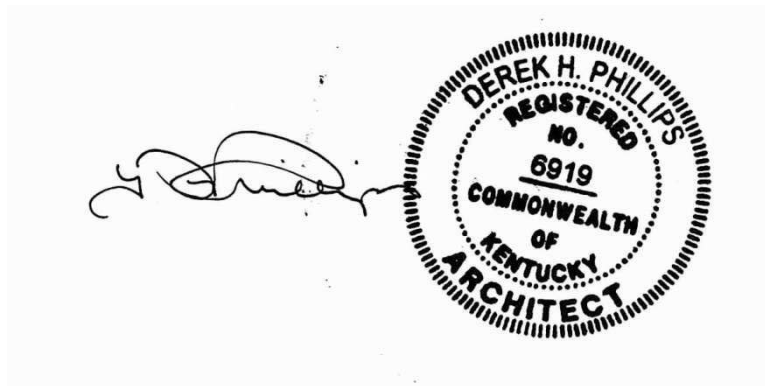
Attachment "C" – Spec Section 12 36 00 – Countertops

Attachment "D" – AD101.0 – Gymnasium Demolition Plan

Attachment "E" – A120.0 – Finish Floor Plan

Attachment "F" – A601.0 – Plaque Details

END OF ADDENDUM 01



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SECTION 07 71 23
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished galvanized steel gutters and downspouts.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 10 years.
- B. Comply with applicable code for size and method of rain water discharge.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.
- B. Prevent contact with materials that could cause discoloration, staining, or damage.

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PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gutters and Downspouts:
 - 1. ATAS International, Inc; Water Control System: www.atas.com/#sle.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MATERIALS

- A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
 - 1. Finish: Shop pre-coated with PVDF (polyvinylidene fluoride) coating.
 - 2. Color: As selected from manufacturer's standard colors.

2.03 COMPONENTS

- A. Gutters: SMACNA rectangular style profile.
- B. Downspouts: SMACNA Rectangular profile.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: Type recommended by fabricator.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Straps.
- D. Fasteners: Galvanized steel , with soft neoprene washers.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.05 FINISHES

- A. Acrylic polyester coating: Baked enamel system complying with AAMA 2603.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

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2.06 ACCESSORIES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Slope gutters 1/4 inch over 10 feet, minimum .
- D. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.

END OF SECTION

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SECTION 10 28 00
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Commercial shower and bath accessories.
- C. Electric hand/hair dryers.
- D. Diaper changing stations.
- E. Utility room accessories.

1.02 RELATED REQUIREMENTS

- A. Section 08 83 00 - Mirrors: All mirrors.
- B. Section 10 21 13.19 - Plastic Toilet Compartments.
- C. Section 22 40 00 - Plumbing Fixtures: Under-lavatory pipe and supply covers.

1.03 ABBREVIATIONS AND ACRONYMS

- A. PPE: Personal Protective Equipment.

1.04 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011 (Reaffirmed 2022).
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- D. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2022.
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- F. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- G. ASTM B86 - Standard Specification for Zinc and Zinc-Aluminum (ZA) Alloy Foundry and Die Castings; 2023.

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- H. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium; 2017 (Reapproved 2022).
- I. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2024.
- J. ASTM C1822 - Standard Specification for Insulating Covers on Accessible Lavatory Piping; 2021.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- L. ASTM F2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use; 2022.
- M. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015, with Editorial Revision (2021).
- N. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Commercial Toilet, Shower, and Bath Accessories:
 - 1. Bobrick; <https://www.bobrick.com/>.
 - 2. Substitutions: Section 01 60 00 - Product Requirements.
- B. Electric Hand/Hair Dryers:
 - 1. Excel Dryer; <https://www.exceldryer.com/product/xlerator-hand-dryer/>
 - 2. Substitutions: Section 01 60 00 - Product Requirements.
- C. Diaper Changing Stations:
 - 1. Koala Kare Products; ____: www.koalabear.com/#sle.
 - 2. Substitutions: 01 60 00 - Product Requirements.
- D. Provide products of each category type by single manufacturer.

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2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
 - 1. Grind welded joints smooth.
 - 2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.
- B. Stainless Steel Sheet: ASTM A666/A666M, Type 304.
- C. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- D. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- E. Zinc Alloy: Die cast, ASTM B86.
- F. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- G. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.
- H. Adhesive: Two component epoxy type, waterproof.
- I. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.
- J. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, polished finish, unless otherwise noted.
- C. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.
- D. Powder Coated Steel: Clean, degrease, and neutralize. Follow immediately with a phosphatizing treatment, prime coat and two finish coats powder coat enamel.
- E. Galvanizing for Items Other than Sheet: Comply with ASTM A123/A123M; galvanize ferrous metal and fastening devices.
- F. Shop Primed Ferrous Metals: Pretreat and clean, spray apply one coat primer and bake.
- G. Back paint components where contact is made with building finishes to prevent electrolysis.

2.04 Commercial Toilet Accessories

- A. Toilet Paper Dispenser: Double roll, surface mounted bracket type, stainless steel, spindleless type for tension spring delivery designed to prevent theft of tissue roll.
 - 1. Products:

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- a. Bobrick; Surface-Mounted Multi-Roll Toilet Tissue Dispenser: <https://www.bobrick.com/specialty-accessories-catalog/product/b-4288/>.
 - b. Substitutions: Section 01 60 00 - Product Requirements.
 - B. Soap Dispenser: Liquid soap dispenser, wall-mounted, surface, with stainless steel cover and horizontal stainless steel tank and working parts; push type soap valve, check valve, and window gauge refill indicator, tumbler lock.
 1. Minimum Capacity: 27 ounces.
 2. Products:
 - a. bobrick; B-2013: https://www.bobrick.com/product/b-2013/?browse_category=soap-dispensers-faucets.
 - C. Mirrors: Stainless steel framed, 1/4 inch thick annealed float glass; ASTM C1036.
 1. Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.
 2. Size: 24x36.
 3. Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 4. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
 5. Fixed Tilt Mirrors: Minimum 3 inches tilt from top to bottom.
 6. Products:
 - a. Bobrick; Channel Frame Mirror: <https://www.bobrick.com/products/washroom-accessories/restroom-accessories-catalog/mirrors/product/b-165-series/>.
 - b. Substitutions: Section 01 60 00 - Product Requirements.
 - D. Grab Bars: Stainless steel, smooth surface.
 1. Heavy Duty Grab Bars: Floor supports are acceptable if necessary to achieve load rating.
 - a. Push/Pull Point Load: Minimum 1000 pound-force, minimum.
 - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.125 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
 - c. Length and Configuration: As indicated on drawings.
 - E. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
 1. Products:
 - a. Bobrick; Sanitary Napkin Disposal: <https://www.bobrick.com/products/washroom-accessories/toilet-compartment-accessories/toilet-compartment-catalog/sanitary-napkin-disposals/product/b-35139/>.
 - b. Substitutions: Section 01 60 00 - Product Requirements.
- 2.05 UNDER-LAVATORY PIPE AND SUPPLY COVERS
- A. Specified in 22 40 00 - Plumbing Fixtures.
- 2.06 Electric Hand/Hair Dryers
- A. Electric Hand Dryers: Traditional fan-in-case type, with downward fixed nozzle.
 1. Operation: Automatic, sensor-operated on and off.

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2. Mounting: Surface mounted.
3. Cover: Aluminum with natural anodized satin finish.
 - a. Tamper-resistant screw attachment of cover to mounting plate.
 - b. stainless steel wall guard as shown in drawings.
4. Air Velocity: 15,000 linear feet per minute, minimum.
5. Fan Control: Field adjustable down to approximately half-speed.
6. Total Wattage: 500 W, maximum; no heater.
7. Runtime: Field adjustable or automatic, up to 35 seconds.

2.07 Diaper Changing Stations

- A. Diaper Changing Station: Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
 1. Material: Polyethylene.
 2. Mounting: Surface.
 3. Color: Gray.
 4. Minimum Rated Load: 400 pounds.
 5. Products:
 - a. Substitutions: 01 60 00 - Product Requirements.

2.08 Utility Room Accessories

- A. Mop and Broom Holder: 0.05 inch thick stainless steel, Type 304, hat-shaped channel.
 1. Holders: Three spring-loaded rubber cam holders.
 2. Length: 36 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. For electrically-operated accessories, verify that electrical power connections are ready and in the correct locations.
- D. Verify that field measurements are as indicated on drawings.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.

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- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
 - 1. Grab Bars: As indicated on drawings.
 - 2. Electric Hair Dryers: Measured from floor to bottom of nozzle:
 - a. Men: 64 inches.
 - b. Women: 58 inches.
 - c. Teenagers: 56 inches.
 - d. Child: 43 inches.
 - e. Handicap: 45 inches.

3.04 PROTECTION

- A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

SECTION 12 36 00
COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Countertops for manufactured casework.
- B. Wall-hung counters and vanity tops.

1.02 RELATED REQUIREMENTS

- A. Section 12 31 00 - Manufactured Metal Casework.
- B. Section 12 32 00 - Manufactured Wood Casework .

1.03 REFERENCE STANDARDS

- A. ANSI A108.19 - American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar; 2020.
- B. ANSI A137.3 - American National Standard Specification for Gauged Porcelain Tile and Gauged Porcelain Tile Panels/Slabs; 2022 .
- C. ANSI A208.1 - American National Standard for Particleboard; 2022.
- D. ANSI A208.2 - Medium Density Fiberboard (MDF) for Interior Applications; 2022.
- E. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- F. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2019.
- G. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2018 (Reapproved 2023).
- H. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position; 2022.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- J. AWI (QCP) - Quality Certification Program; Current Edition.
- K. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

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- L. AWMAC (GIS) - Guarantee and Inspection Services Program; Current Edition.
- M. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- N. IAPMO Z124 - Plastic Plumbing Fixtures; 2022, with Editorial Revision.
- O. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- P. ISFA 3-01 - Classification and Standards for Quartz Surfacing Material; 2013.
- Q. ISO 4586-2 - High-Pressure Decorative Laminates (HPL, HPDL) – Sheets Based on Thermosetting Resins (Usually Called Laminates) – Part 2: Determination of Properties; 2018.
- R. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- S. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2024.
- T. NSF 51 - Food Equipment Materials; 2023.
- U. NSI (DSDM) - Dimensional Stone Design Manual, Version VIII; 2016.
- V. PS 1 - Structural Plywood; 2023.
- W. SEFA 2 - Installations Standard; 2020
- X. SEFA 3 - Laboratory Work Surfaces; 2020.
- Y. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2026.
- Z. WI (CCP) - Certified Compliance Program (CCP); Current Edition.
- AA. WI (CSIP) - Certified Seismic Installation Program (CSIP); Current Edition.
- BB. WI (MCP) - Monitored Compliance Program (MCP); Current Edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation ; combine with shop drawings of cabinets and casework specified in other sections.
- D. Certificate: Submit labels and certificates required by quality assurance and quality control programs.

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1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOPS

- A. Quality Standard: See Section 12 31 00.
- B. Stainless Steel Countertops: , Type 304, stainless steel sheet; 16 gauge, 0.0625 inch nominal sheet thickness.
 - 1. Manufacturers:
 - a. stainless supply: stainlesssupply.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Finish: 4B satin brushed finish.
 - 3. Exposed Edge Shape: Marine edge with return; edge raised 3/16 inch above counter with 45 degree transition, minimum 1 inch flat rim; 1-1/2 inch high turndown, 1/2 inch return to face of case; reinforced with hardwood or steel.
 - 4. Back and End Splashes: Same material; welded 1/4 inch radius coved joint to countertop; square top edge with 1 inch wide top surface and minimum 1/2 inch turndown.
 - 5. Splash Dimensions: 4 inch high by 1 inch thick, unless otherwise indicated.

2.02 MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- C. Joint Sealant: Mildew-resistant silicone sealant, white.

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2.03 ACCESSORIES

- A. Fixed Top-Mounted Countertop Support Brackets:
 - 1. Material: Steel.
 - 2. Finish: Manufacturer's standard, factory-applied, textured powder coat.
 - 3. Color: Black.

2.04 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 - 1. Join lengths of tops using best method recommended by manufacturer.
 - 2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
 - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
 - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
 - 2. Height: 4 inches, unless otherwise indicated.
- C. Stainless Steel: Fabricate tops up to 144 inches long in one piece including nosings and back and end splashes; accurately fitted mechanical field joints in lengths over that dimension are permitted.
 - 1. Weld joints; grind smooth and polish to match.
 - 2. Provide stainless steel hat channel stiffeners, welded or soldered to underside, where indicated on drawings.
 - 3. Provide wall clips for support of back/end splash turndowns.
 - 4. Sound Deadening: Apply water resistant, fire resistant sound deadening mastic to entire bottom surface.
- D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

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- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install laboratory worksurface countertops in compliance with requirements of SEFA 2.
- B. Install vanities in accordance with manufacturer's instructions and approved shop drawings
- C. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- D. Attach stainless steel countertops using stainless steel fasteners and clips.
- E. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inch wide, maximum.

3.05 CLEANING

- A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

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DEMOLITION NOTES

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SHEET NOTES

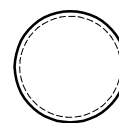
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DEMOLITION LEGEND

-  EXISTING ELEMENT TO BE DEMOLISHED
-  EXISTING ELEMENT TO REMAIN



DESIGN PROFESSIONAL



PLAN REVIEWER

IF NO STAMPS PRESENT, PLEASE REVIEW MAY BE PENDING IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL PERMITS AND APPROVALS ARE OBTAINED PRIOR TO COMMENCING WORK.

BY	JDG, ST
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DATE	5/22/2021
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[illegible]

AJ LLOYD RENOVATION
1025 S. MAIN STREET
MONTICELLO, KY 42633
PROJECT NUMBER 23-686

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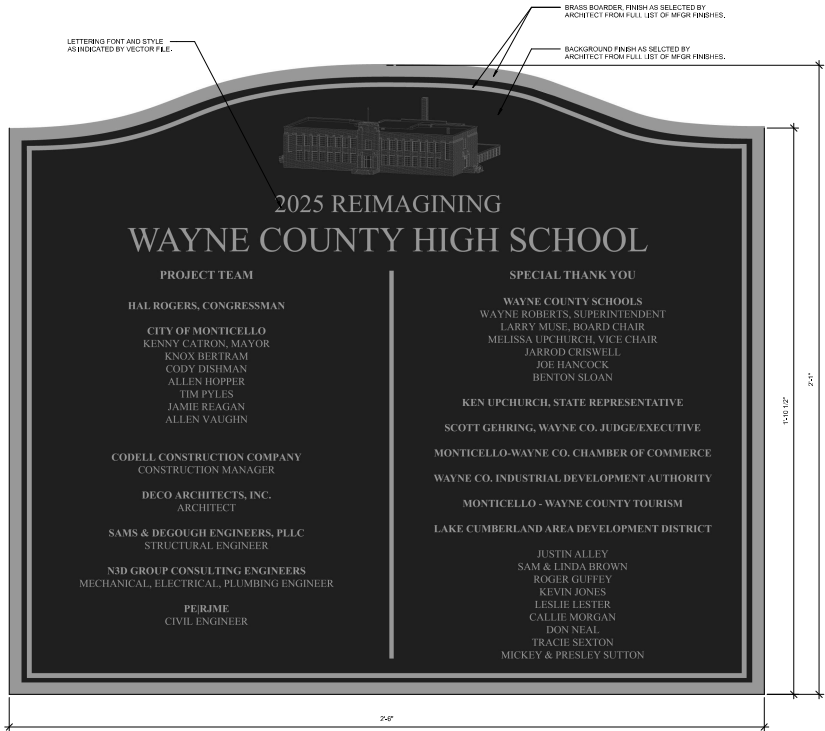
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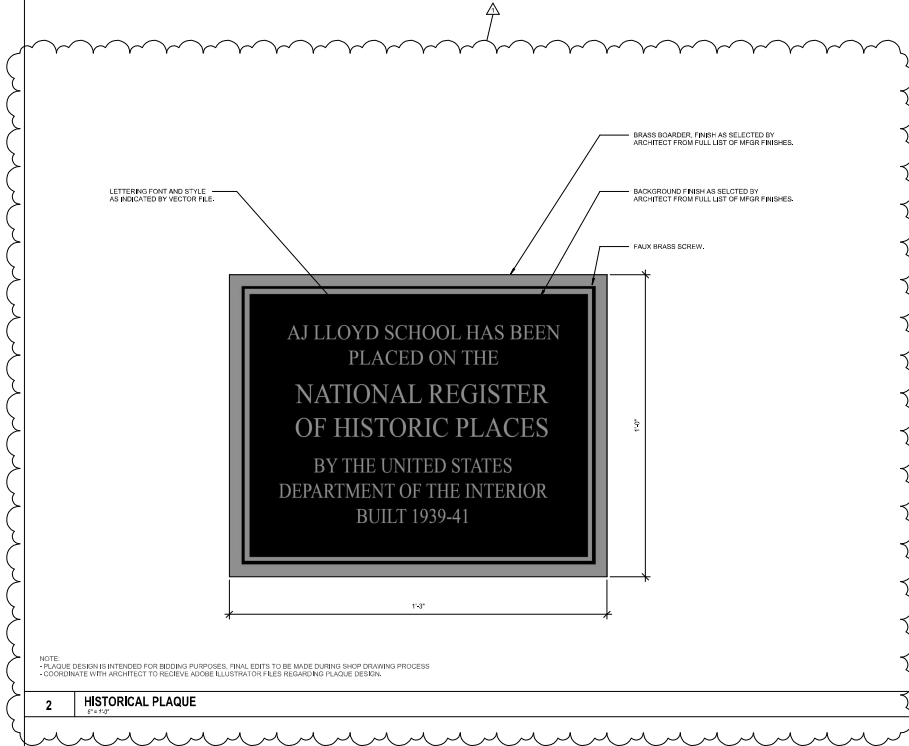
AD101.0

DEMOLITION (ARCH.)



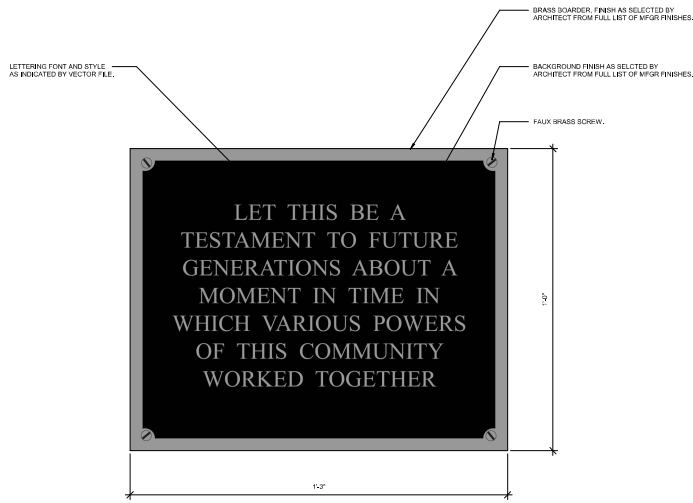
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1 DEDICATION PLAQUE 1
1'-0" x 7'-0"



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2 HISTORICAL PLAQUE
1'-0" x 1'-0"

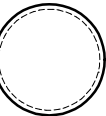


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3 PLAQUE 3
1'-0" x 1'-0"



DESIGN PROFESSIONAL



PLAN REVIEWER

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BY: JDS/ST

DATE: 9/22/2024

SET: REV SET



REVISION DESCRIPTION

1 09/14/2024 Add: 1



AJ LLOYD RENOVATION
1025 S. MAIN STREET
MONTICELLO, KY 42633
PROJECT NUMBER 23-486

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PLAQUE DETAILS

A601.0

ARCHITECTURAL