



MEMORANDUM

TO: All Interested Contractors

DATE: May 31, 2019

RE: Request for Quotes—Community Center Roof Replacement at Crystal Lakes Manor Apartments

The Pinellas County Housing Authority (PCHA) is accepting quotes from licensed and qualified contractors to perform the community center roof replacement requirements as further described in the attached scope of work/construction documents dated March 28, 2019 at Crystal Lakes Manor Apartments, with its management office located at 3802 62nd Avenue North, Pinellas Park, Florida 33781.

SCOPE OF WORK

Roof replacement requirements as further described in the Robert Reid Wedding Architects and Planners, Project# 18065 dated March 28, 2019 located in Attachment #1.

PRE BID CONFERENCE

A Pre-Bid Conference will be held on Wednesday, June 5, 2019 at 9:00 a.m. in the Community Center at Crystal Lakes Manor Apartments located at 4100 62nd Avenue North, Pinellas Park, Florida 33781. While not mandatory, it is strongly recommended that all interested bidders attend. By submission of a quote, contractor is assumed to have field-verified existing conditions.

THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS.

Work must be completed within ten (10) business days of receipt of Notice to Proceed or receipt of permits (if applicable), whichever is later. **Contractor is to include permitting fees in its bid proposal, if applicable.**

The following items are applicable:

1. HUD 5370-EZ-General Contract Conditions for Small Construction/

Development Contracts, excluding paragraphs 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) and 14. Labor Standards - Davis-Bacon and Related Acts (Attachment #2)

2. 2 CFR 200.326 and Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, excluding paragraph D to Appendix II (Attachment #3)
3. Current Certificate of Liability Insurance (please provide with your quote)

Please submit all questions regarding the scope of work to dleishman@pinellashousing.com no later than Monday, June 10, 2019 at 12:00 p.m. All questions will be answered in writing and distributed to all prospective bidders no later than 5:00 p.m. on Wednesday, June 12, 2019.

DUE DATE OF QUOTATIONS

Bids are due by 5:00 p.m. on Wednesday, June 19, 2019 and may be submitted through the Housing Agency Procurement portal, or emailed, faxed, or delivered to the contact method listed below.

Pinellas County Housing Authority
Attn: Danielle Leishman, Contract Administrator
11479 Ulmerton Road
Largo, FL 33778
Phone: (727) 443-7684 ext. 3025
Fax: (727) 489-0799
Email: dleishman@pinellashousing.com

ATTACHMENT #1



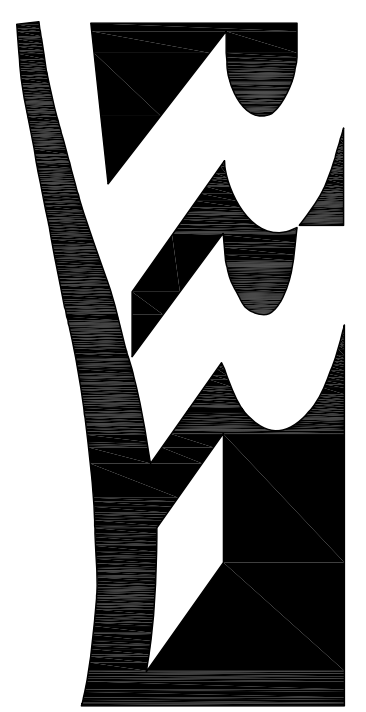
PINELLAS COUNTY HOUSING AUTHORITY
 CRYSTAL LAKES MANOR
 COMMUNITY CENTER – ROOF REPLACEMENT
 4100 62ND AVENUE NORTH
 PINELLAS PARK, FLORIDA 33781

PROJECT NUMBER: 180665

OWNER / CLIENT
 PINELLAS COUNTY HOUSING AUTHORITY
 11479 ULEWTON ROAD
 LARGO, FL 33778
 CONTACT: BEN ELUS
 PRODUCT MANAGER DEVELOPMENT SERVICES
 PHONE: (727) 443-7884 X 3094
 FAX: (727) 489-0754
 EMAIL: ELLUS@PINELLASHOUSING.COM

CONSULTANTS
 STRUCTURAL ENGINEER
 MCCARTHY AND ASSOCIATES, A
 DIVISION OF PENNONTI
 2655 NINESEVEN ROAD, SUITE 101
 CLEARWATER, FL 33764
 CONTACT: VINCE BARRIS, PE
 DIRECT: +1 (727) 325-1251
 EMAIL: VBARRIS@PENNONTI.COM
 CONTRACTOR CONTROL ADMINISTRATOR
 DANIELE LESMAN
 PHONE: (727) 489-0758
 FAX: (727) 489-0758
 EMAIL: DLESMAN@PINELLASHOUSING.COM

DRAWING INDEX		SHEET NUMBER	
01	COVER SHEET, ROOF PLAN	22MARCH2019	PERMIT DRAWINGS
01	COVER SHEET, ROOF PLAN	28MARCH2019	BLDG DEPT. COMMENTS
01	STRUCTURAL		
5-01	STRUCTURAL FRAMING PLAN & SPECIFICATIONS		
	TOTAL SHEETS PER SET	2	2



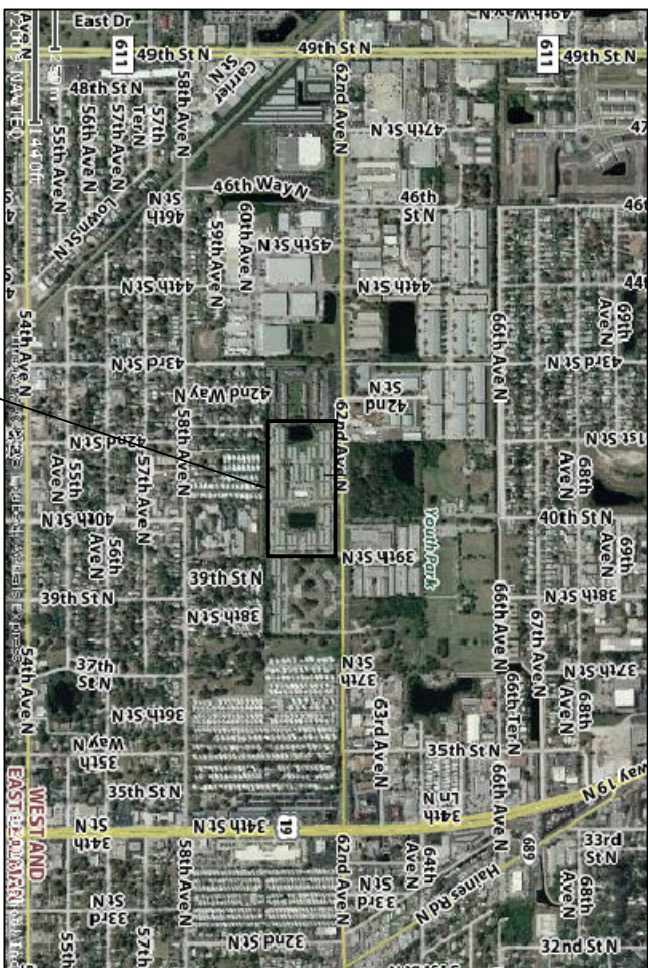
Robert Reid Wedding
 Architects & Planners, AIA, INC.

State of Florida BPR license #: Architectural/Interior Design: AA-C001123 - Engineering: 00002655
 4112 West Cypress Street • Tampa, FL 33607 • (813) 879-6996
 221 Commercial Blvd. • Suite 202 • Lauderdale By-the Sea, FL 33308 • (954) 492-9980

LOCATION



SITE LOCATION



SITE LOCATION

CODE COMPLIANCE

APPLICABLE CODES

THE BUILDING SHALL BE IN COMPLIANCE WITH THE MOST CURRENT AND APPLICABLE VERSIONS OF:

- FLORIDA BUILDING CODE, 8TH EDITION (2017)
- FLORIDA MECHANICAL CODE, 8TH EDITION (2017)
- FLORIDA ELECTRICAL CODE, 8TH EDITION (2017)
- 2014 NATIONAL ELECTRICAL CODE / NFPA 70
- FLORIDA FIRE PREVENTION CODE, 8TH EDITION (2017)
- FLORIDA ACCESSIBILITY CODE, 8TH EDITION (2017)

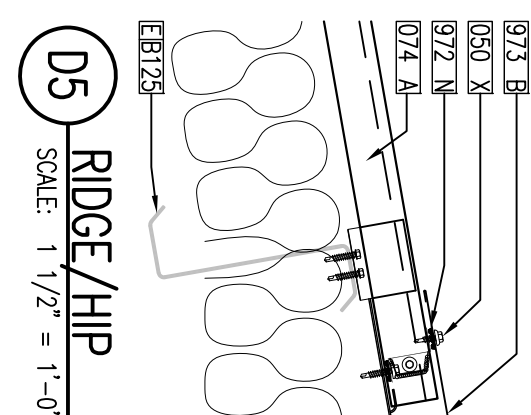
UNDER THE SPIN EDITION OF THE FLORIDA BUILDING CODE-EXISTING BUILDING, THIS PROJECT IS AN ALTERATION-LEVEL 2

BUILDING DATA

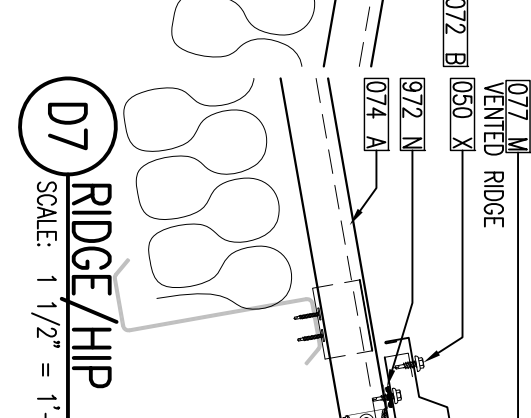
OCCUPANCY CLASSIFICATION: GROUP A3 - ASSEMBLY W/ ACCESSORY SPACE BUSINESS GROUP B
 CONSTRUCTION CLASSIFICATION: TYPE VB UN-SPRINKLERED
 BUILDING STORES: EXISTING: 1 STORY
 BUILDING HEIGHT: MAX. ALLOWED: 50'-0"
 BUILDING AREA: 4,480 SF GROSS
 5,382 SF UNDER ROOF
 OCCUPANT LOAD FOR A3: 2,792 sq. / 15 S.F./PERSON = 187 PERSONS
 OCCUPANT LOAD FOR B: 365 sq. / 100 S.F./PERSON = 4 PERSONS
 TOTAL OCCUPANT LOAD = 191 PERSONS

REQUIRED ASSEMBLY EXITS: EXISTING: 2
 MIN. REQUIRED: 2
 MIN. REQUIRED: 44"
 EGRESS CAPACITY: HORIZONTAL: 191 PERSONS x 2' = 38.2'
 EXISTING: 144'
 TRAVEL DISTANCE: MAX. ALLOWED: 200'
 EXISTING: 54'-7"

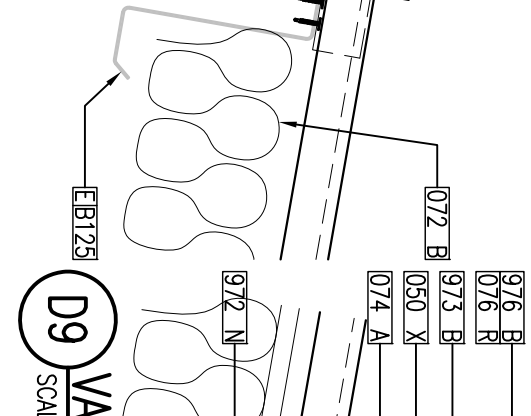
CODE COMPLIANCE APPROVED PRODUCTS LIST	FLORIDA/NO APPROVAL NUMBER
STRUCTURE CATEGORY: SUBCATEGORY: MANUFACTURER	
ROOF DECK: GULF COAST SUPPLY & MANUFACTURING, LLC.	FL11650-03



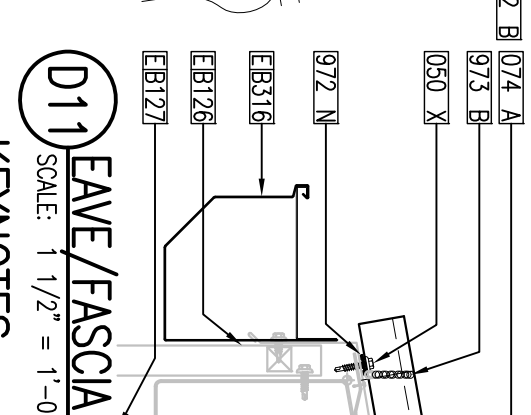
05 RIDGE/HIP SCALE: 1 1/2" = 1'-0"



07 RIDGE/HIP SCALE: 1 1/2" = 1'-0"



09 VALLEY SCALE: 1 1/2" = 1'-0"



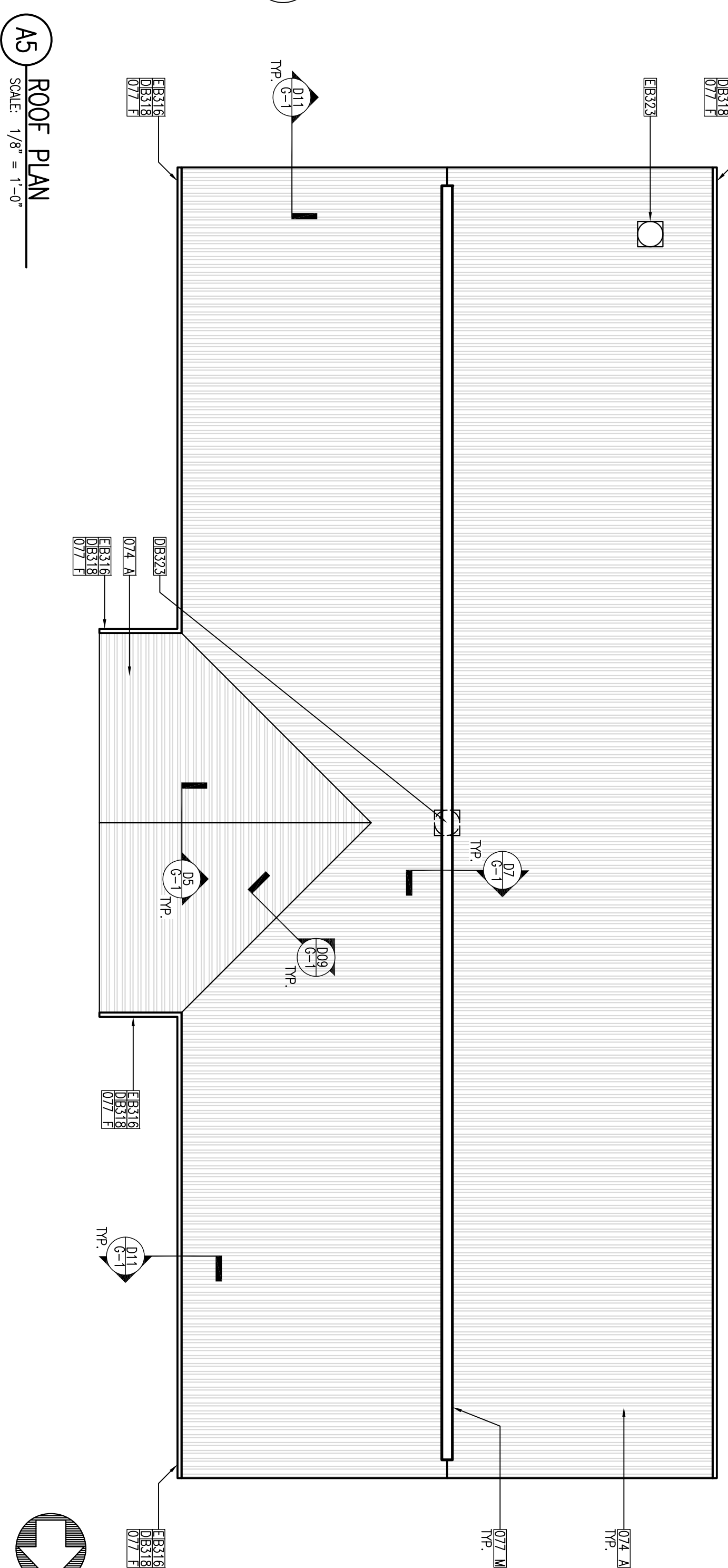
011 EAVE/FASCIA SCALE: 1 1/2" = 1'-0"

KEYNOTES

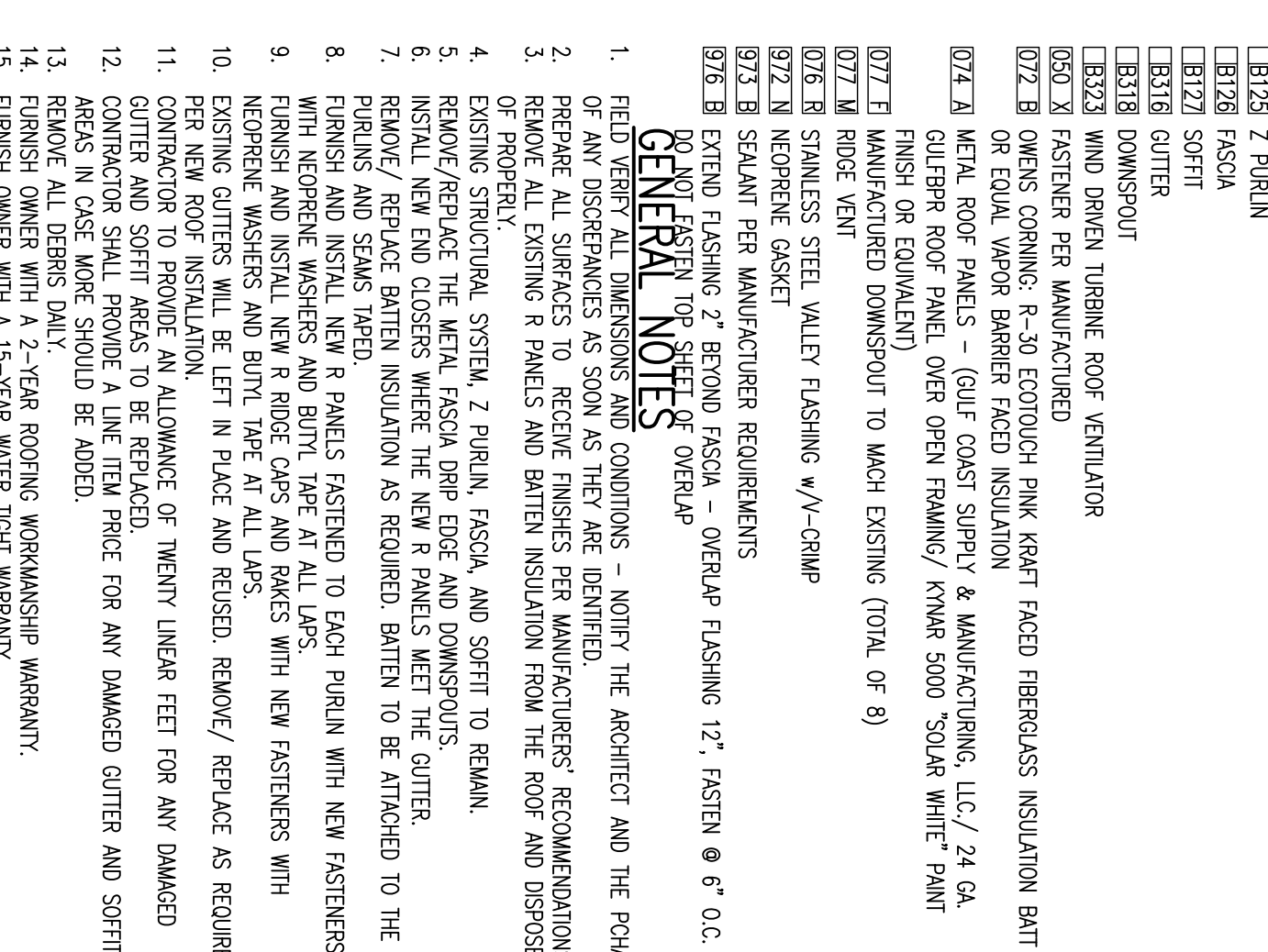
- 01 ORIENT OR ASSEMBLY TO BE REMOVED
- 02 EXISTING OBJECT OR ASSEMBLY TO REMAIN
- 03 NEW CONSTRUCTION
- 0125 2 PURLIN
- 0126 FASCIA
- 0127 SOFTI
- 0128 GUTTER
- 0129 DOWNSPOUT
- 0130 WIND DRIVEN TURBINE ROOF VENTILATOR
- 0131 FASTENER PER MANUFACTURER
- 0132 OWENS CORNING R-30 ECTODUCH PINK ROYAL FACED FIBERGLASS INSULATION OR EQUAL VAPOR BARRIER FACED INSULATION
- 0133 METAL ROOF PANELS - GULF COAST SUPPLY & MANUFACTURING, LLC / 24 GA GALVALUME ROOF PANEL OVER OPEN FRAMING/ KINNA 3000 SOLAR WHITE PAINT
- 0134 MANUFACTURED DOWNSPOUT TO MATCH EXISTING (TOTAL OF 8)
- 0135 2 PURLIN
- 0136 FASCIA
- 0137 SOFTI
- 0138 GUTTER
- 0139 DOWNSPOUT
- 0140 WIND DRIVEN TURBINE ROOF VENTILATOR
- 0141 FASTENER PER MANUFACTURER
- 0142 OWENS CORNING R-30 ECTODUCH PINK ROYAL FACED FIBERGLASS INSULATION OR EQUAL VAPOR BARRIER FACED INSULATION
- 0143 METAL ROOF PANELS - GULF COAST SUPPLY & MANUFACTURING, LLC / 24 GA GALVALUME ROOF PANEL OVER OPEN FRAMING/ KINNA 3000 SOLAR WHITE PAINT
- 0144 MANUFACTURED DOWNSPOUT TO MATCH EXISTING (TOTAL OF 8)
- 0145 2 PURLIN
- 0146 FASCIA
- 0147 SOFTI
- 0148 GUTTER
- 0149 DOWNSPOUT
- 0150 WIND DRIVEN TURBINE ROOF VENTILATOR
- 0151 FASTENER PER MANUFACTURER
- 0152 OWENS CORNING R-30 ECTODUCH PINK ROYAL FACED FIBERGLASS INSULATION OR EQUAL VAPOR BARRIER FACED INSULATION
- 0153 METAL ROOF PANELS - GULF COAST SUPPLY & MANUFACTURING, LLC / 24 GA GALVALUME ROOF PANEL OVER OPEN FRAMING/ KINNA 3000 SOLAR WHITE PAINT
- 0154 MANUFACTURED DOWNSPOUT TO MATCH EXISTING (TOTAL OF 8)

GENERAL NOTES

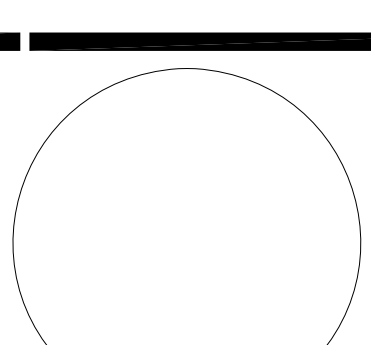
- 01 FIELD VERIFY ALL DIMENSIONS AND CONDITIONS - NOTIFY THE ARCHITECT AND THE POHA OF ANY DISCREPANCIES AS SOON AS THEY ARE DETECTED.
- 02 PREPARE ALL SURFACES TO RECEIVE FINISHES PER MANUFACTURERS' RECOMMENDATIONS.
- 03 REMOVE ALL EXISTING R PANELS AND BATTEN INSULATION FROM THE ROOF AND DISPOSE.
- 04 EXISTING STRUCTURAL SYSTEM, 2 BIRLIN, FASCIA, AND SOFTI TO REMAIN.
- 05 REMOVE/REPLACE THE METAL FASCIA UPR EDGE AND DOWNSPOUTS.
- 06 INSTALL NEW END CLOSERS WHERE THE NEW R PANELS MEET THE GUTTER.
- 07 REMOVE/ REPLACE BATTEN INSULATION AS REQUIRED. BATTEN TO BE ATTACHED TO THE PURLINS AND SEAMS TIED.
- 08 FURNISH AND INSTALL NEW R PANELS FASTENED TO EACH PURLIN WITH NEW FASTENERS PER MANUFACTURER'S RECOMMENDATIONS.
- 09 FINISHES PER MANUFACTURER'S RECOMMENDATIONS.
- 10 NEOPRENE WASHERS AND BUTYL TAPE AT ALL UPS.
- 11 NEOPRENE GUTTERS WILL BE LEFT IN PLACE AND REISED. REMOVE/ REPLACE AS REQUIRED PER NEW ROOF INSTALLATION.
- 12 CONTRACTOR TO PROVIDE AN ALLOWANCE OF TWENTY LINEAR FEET FOR ANY DAMAGED GUTTERS AND SOFTI.
- 13 GUTTERS AND SOFTI PANELS TO BE REPLACED.
- 14 AREAS IN CASE MORE SHOULD BE ADDED.
- 15 REMOVE ALL DEBRIS DAILY.
- 16 FURNISH OWNER WITH A 2-YEAR ROOFING WORKMANSHIP WARRANTY.
- 17 FURNISH OWNER WITH A 15-YEAR WATER TIGHT WARRANTY.

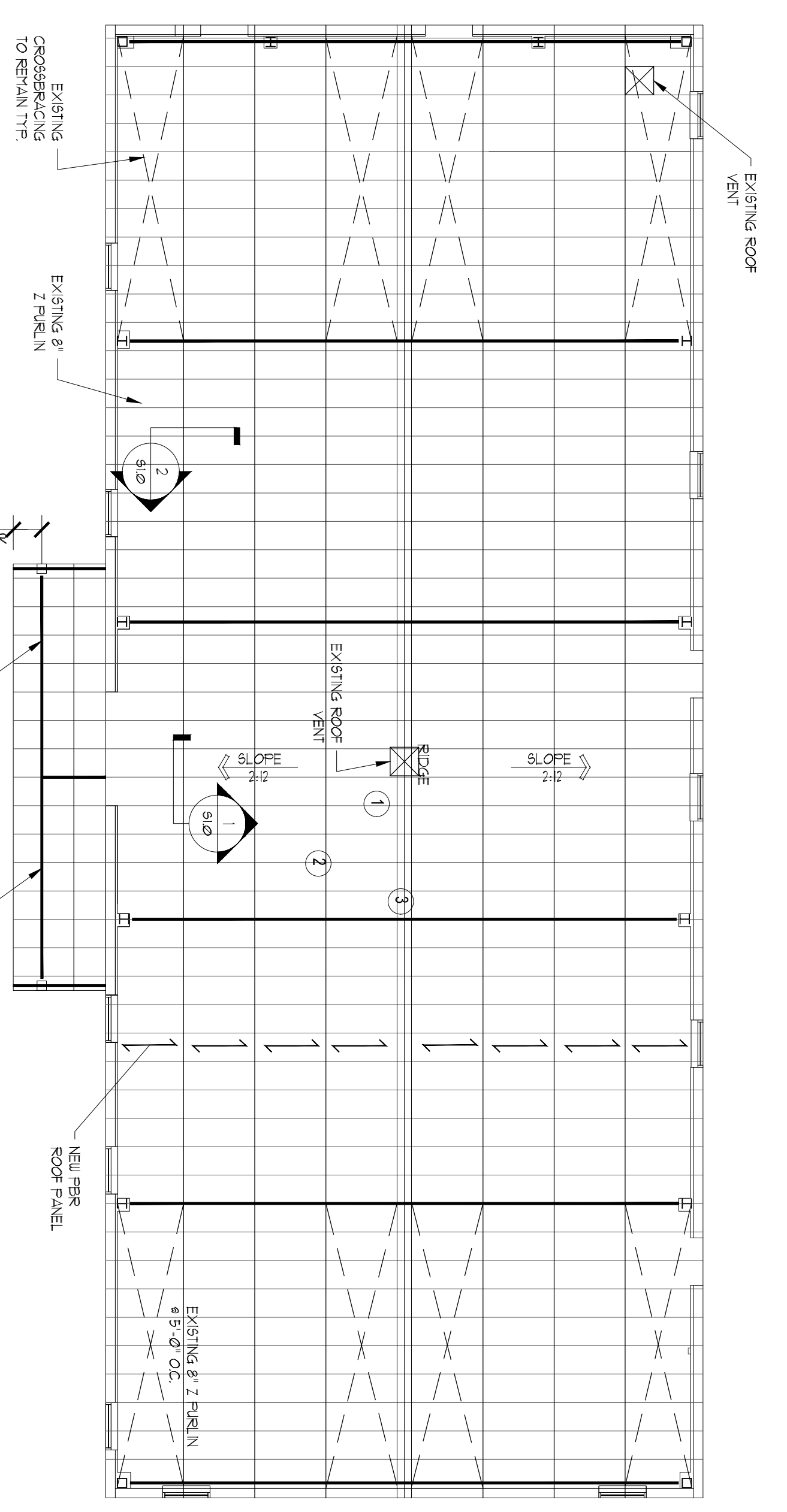


015 ROOF PLAN SCALE: 1/8" = 1'-0"

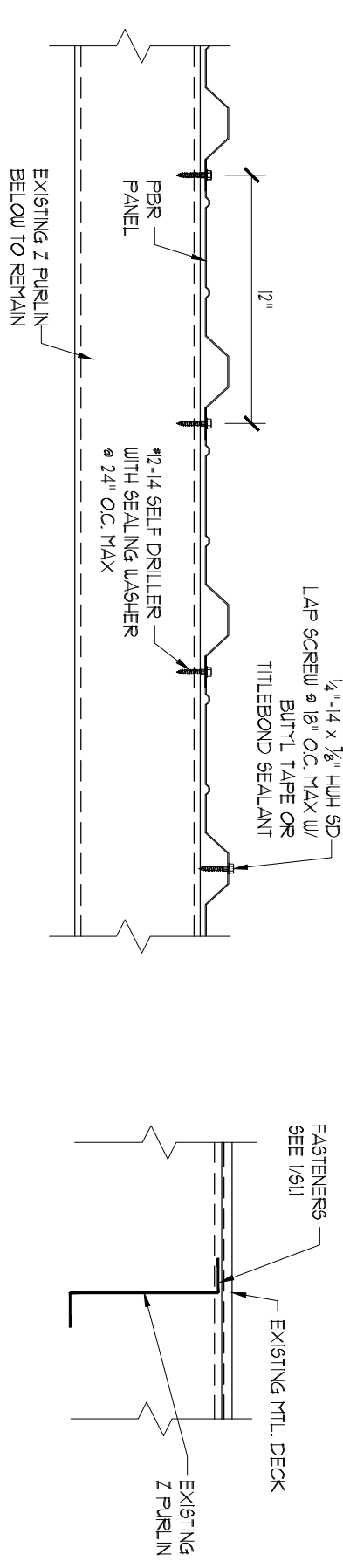


016 COVER SHEET AND ROOF PLAN

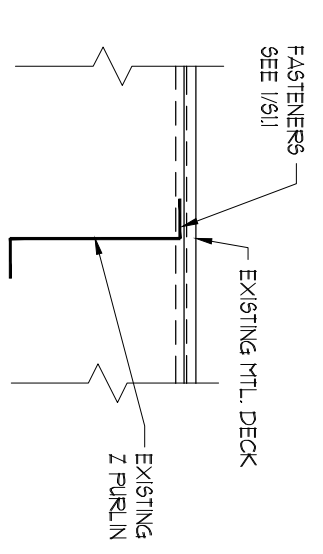




ROOF PLAN
SCALE: 1/8" = 1'-0"



DECK FASTENING
DETAIL 12'-12"-12'



DECK ATTACHMENT

STRUCTURAL SPECIFICATIONS

MISCELLANEOUS

1. THE STRUCTURAL SYSTEM IS UNSURE UNTIL ALL CONNECTIONS HAVE BEEN MADE.
2. APPLICABLE BUILDING CODE: 2017 FLORIDA BUILDING CODE
3. GRAVITY DESIGN LOADS:

TOTAL AREA ROOF	DEAD LOAD 20 PSF	LIVE LOAD 20 PSF
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4. WIND DESIGN CRITERIA:
 - ULTIMATE BASIC WIND SPEED: VULT = 145 MPH (3 SECOND GUST)
 - EQUIMENT NOMINAL BASIC WIND SPEED VASD = 113 MPH (3 SECOND GUST)
 - RISK CATEGORY = C
 - EXPOSURE CATEGORY = C
 - ENCLOSED BUILDING INTERNAL PRESSURE COEFFICIENT: CPH = +/- 0.18

5. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REFERENCED BUILDING CODE.
6. FIELD VERIFY ALL DIMENSIONS. DO NOT SCALE DRAWINGS.
7. CONTACT ENGINEER WITH ANY QUESTIONS OR DISCREPANCIES FOUND ON DRAWINGS.
8. CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
9. ANY CHANGES TO THE STRUCTURE SHALL HAVE BEEN REVIEWED AND APPROVED IN WRITING BY THE ENGINEER PRIOR TO COMMENCING WORK ON ITEMS AFFECTED.
10. CONTRACTOR SHALL NOTIFY THIS OFFICE WHEN THE STRUCTURAL SYSTEM IS SUBSTANTIALLY COMPLETED, AND BEFORE SHORING, GULCHES, OR ROOFING IS INSTALLED.

EXISTING BUILDINGS

INFORMATION ON THE EXISTING BUILDING, SHOWN ON THESE PLANS, HAVE BEEN OBTAINED FROM ORIGINAL DRAWINGS BY REWNER EACH DATED 9/22/1999. EXISTING INFORMATION DOES NOT NECESSARILY REFLECT AS-BUILT CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION SHOWN ON THESE PLANS AND NOTIFY THE ENGINEER OF ANY VARIATION.

SELF DRILLING SCREWS

- 1) SELF-DRILLING SCREWS SHALL CONSIST OF ANSI 1022 CASE-HARDENED AND TEMPERED MATERIAL. SCREWS SHALL MEET SAE J78 AND ASTM C954 STANDARDS. ZINC PLATED SCREWS SHALL CONFORM TO ASTM F1491 AS TESTED WITH ASTM B117.

METAL DECKING

1. METAL DECK WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STEEL DECK INSTITUTE.
2. METAL ROOF DECK SHALL BE 1 1/4" DEEP PER 24 GA. 36" WIDE, AND GALVANIZED (GULF PER OR EQUIVALENT).
3. FASTEN ROOF DECK WITH 24 GA. DIAMETER PUDLE WELDS AT EACH SUPPORT PER 36" WIDTH AND #12 TEX SCREWS AT MIDSPAN OF SPANLAPS AS INDICATED ON PLANS.
4. INSTALL ALL DECKING 3 SPAN CONTINUOUS.
5. FASTEN ROOF DECK W/#12-14x1/4" 4HH SD W/ SELF SEALING WASHER. FASTEN PANEL SIDE LAPS W/1/4"-14-7/8" HH SD W/ SEALER WASHER AT MAX. OF 18" O.C.
6. DO NOT HANG OR ATTACH DUCTWORK, CONDUIT, PIPING, EQUIPMENT, CEILING, ETC. FROM METAL DECKING.
7. ROOF DECK OPENINGS 12" DIAMETER OR LARGER ARE TO HAVE SUPPORT ANGLES PER TYPICAL DECK OPENING DETAIL, INCLUDING OPENINGS FOR ROOF SUMP PANS.
8. PRIME AND PAINT ALL FIELD WELDS AFTER INSPECTION WITH A GALVANIZED TOUCH-UP PAINT. (SEE NOTE BELOW)
9. SUBMITTALS: CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS SHOWING LAYOUT OF DECK, TYPE OF DECK, ALL CONNECTIONS INCLUDING END WELDS, SEAM WELDS, INTERMEDIATE WELDS, AND ALL ACCESSORY MATERIAL SUCH AS CLOSURES, SUMP PANS FOR DRAINS, ETC.
10. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO VISUALLY INSPECT ALL DECK AND FASTENERS.

ROOF FRAMING PLAN NOTES:

1. EXISTING ROOF FRAMING CONSIST OF TAPERED STEEL TRUSSES AND 8" 1/8 GA. 7 PURLINS AT 5'-0" O.C. MAX. THE EXISTING 8" PANEL DECKING HAS EXTENSIVE CORROSION AND REQUIRES REPLACEMENT.
2. REPLACE ROOF DECKING TO BE 24 GA. GULF PER STEEL DECKING 1/4" RIB @ 12" O.C.
3. FASTEN DECKING TO EXISTING Z PURLINS W/ #12-14x1/4" HH SD W/ SEALING WASHER OR APPROVED EQUAL AT 12"-12"-12" FASTENER PATTERN. FASTEN PANEL SIDE LAPS TOGETHER W/ 1/4"-14-7/8" HH SD W/ SEALER WASHER AT 18" O.C.
4. IF CONTRACTOR ENCOUNTERS ANY SURFACE CORROSION TO TAPERED STEEL FRAMES, WIFE WHEEL CLEAN AND COAT AREA W/ (2) COATS OF BRZ ZINC RICH PRIMER
5. CONTRACTOR SHOULD VERIFY ALL DIMENSIONS IN FIELD.
6. SEE FASTENER DETAIL 1811 FOR CONNECTIONS OF PER ROOFING TO EXISTING ROOF STRUCTURE.
7. CONTRACTOR TO IMMEDIATELY NOTIFY ARCHITECT & ENGINEER IF EXISTING DECK IS DAMAGED, CORRODED, PILED ETC. AT THESE LOCATIONS THE EXISTING DECK WILL NEED TO BE REPLACED OR OVERLAPPED WITH A NEW DECK
8. CONTRACTOR SHALL CONTACT MCCARTHY & (727) 536-8112 WHEN METAL DECK HAS BEEN EXPOSED AND READY FOR INSPECTION.
9. SEE ARCHITECT FOR REQUIREMENTS OF INSULATION FLASHING SEALANTS AND EDGE CONDITIONS.
10. THE EXISTING ROOF SOFFIT HAS BEEN ASSUMED TO REMAIN

ULTIMATE GROSS WIND LOADS MAIN ROOF ROOFING MATERIALS

COMPONENTS AND CLADDING	ROOF ZONE		
	1	2	3
PRESSURE (psf)	18.9	18.9	18.9
SUCTION (psf)	-46.5	-18.0	-117.4

ULTIMATE NET WIND LOADS MAIN ROOF JOIST OR TRUSSES

COMPONENTS AND CLADDING	ROOF ZONE		
	1	2	3
PRESSURE (psf)	16.0	16.0	16.0
SUCTION (psf)	-42.6	-50.4	-50.4

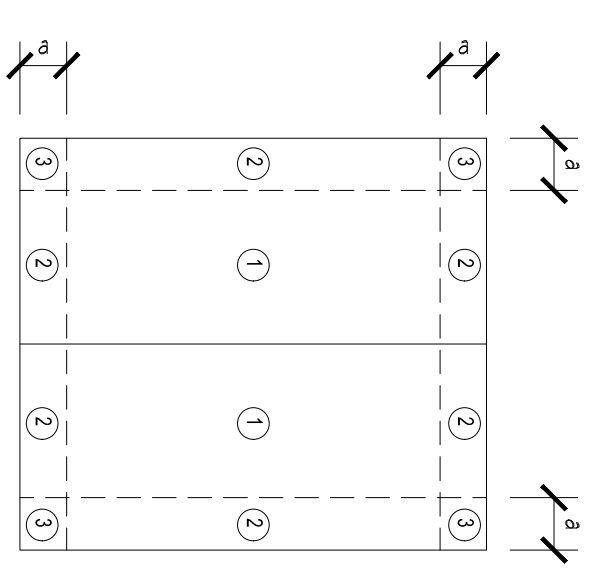
ULTIMATE NET WIND LOADS OVERHANG AND CANOPIES JOIST OR TRUSSES

COMPONENTS AND CLADDING	ROOF ZONE		
	1	2	3
PRESSURE (psf)	16.0	16.0	16.0
SUCTION (psf)	-80.8	-88.6	-88.6

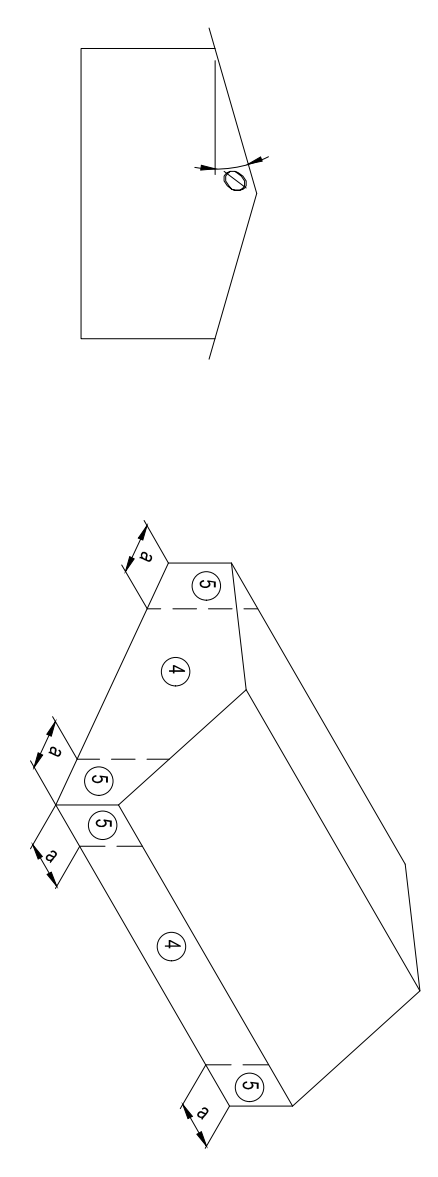
WIND PRESSURES (PSF) EXTERIOR DOORS, WINDOWS, WALLS

EFFECTIVE AREA (ft²)	ZONE 4		ZONE 5	
	PRESSURE	SUCTION	PRESSURE	SUCTION
1 TO 20	47.6	-46.1	47.6	-56.7
21 TO 50	40.6	-44.1	40.6	-52.8
51 TO 100	36.2	-41.8	36.2	-48.1
101 TO 150	36.2	-39.8	36.2	-44.1
151 TO 250	35.1	-38.6	35.1	-42.2
251 TO 500	33.9	-37.4	33.9	-39.4
501 + ABOVE	31.9	-35.5	31.9	-35.5

GABLE ROOF (θ ≤ 45°)



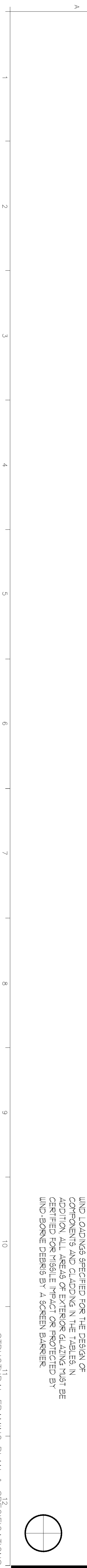
DOORS, WINDOWS AND WALLS



COMPONENT AND CLADDING LOADING DIAGRAMS

1. 3-5'-0"
2. THIS BUILDING IS DESIGNED AS AN ENCLOSED STRUCTURE. ALL EXTERIOR COMPONENTS (DOORS, WINDOWS ETC.) MUST BE DESIGNED TO WITHSTAND THE WIND LOADINGS SPECIFIED FOR THE DESIGN OF COMPONENTS AND CLADDING IN THE TABLES. IN ADDITION, ALL AREAS OF EXTERIOR CLADDING MUST BE CERTIFIED FOR MISSILE IMPACT OR PROTECTED BY WIND-BORNE DEBRIS BY A SCREEN BARRIER

THE DESIGN AND CONCEPTS DEPICTED HEREWITH ARE THE SOLE PROPERTY OF ROBERT REID WEDDING ARCHITECTS & PLANNERS. RIGHTS RESERVED.

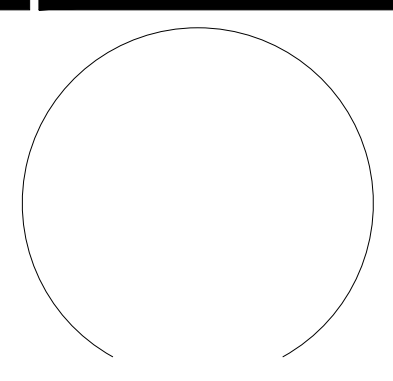


date	description	date	description
03/22/19	PERMIT SET		
03/28/19	BLDG. DEPT. COMMENTS		

PINELLAS COUNTY HOUSING AUTHORITY
CRYSTAL LAKES MANOR
COMMUNITY CENTER RENOVATION & ADDITION
4100 62ND AVENUE NORTH
PINELLAS PARK, FL 33781



Robert Reid Wedding
Architects & Planners, AIA, Inc.
State of Florida BPR License #/s: Architectural/Interior Design: AA-C000123 - Engineering: 00002655
4112 West Cypress Street • Tampa, FL 33607 • (813) 879-6996
221 Commercial Blvd. • Suite 202 • Lauderdale by the Sea, FL 33306 • (954) 492-9900



consultant
McCarthy and Associates, Inc.
CONSULTING ENGINEERS
www.mccarthysa.com
2555 Nursery Road, Suite 101
Clearwater, FL 33764-3080
(727) 536-8772
Florida Coa 4182
E. Michael McCarthy, P.E.
Florida P.E. 32629
McCarthy Project No. RRWAC18015

PREMIUM METAL ROOFING PROFILE GUIDE



HIDDEN SCREWS

GULFLOK™

An integrated screw flange makes this clipless, snap-lock system perfect for residential and light commercial applications.



GULFSEAM™

A bold, 1 3/4\"/>



MEGALOC™

With an ultra-strong 2\"/>



VERSALOC™

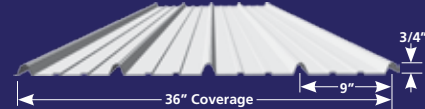
Available in a variety of metal types and in a 1.5\"/>



EXPOSED SCREWS

GULFRIB™

Durability, strength and ease of installation make this exposed fastener panel a top choice for many residential and agricultural applications.



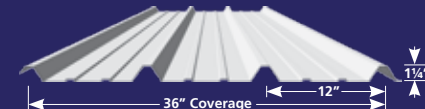
5VCRIMP™

Get that "Traditional" look of metal roofing from yesteryear with this classic exposed fastener roofing system.



GULFPBR™

Strength and durability make this exposed fastener panel a top choice for many commercial and residential applications.



GULFWAVE™

Ride the wave of architectural distinction with this 3/4\"/>



Substrate/ Warranty: Aluminum-Zinc Alloy (Kynar®/Painted) / 35/40 Year • Aluminum-Zinc Alloy (Mill Finish) / 25 Year • 0.032 Aluminum (OceanGuard™) / 20 Year



**SUN, RAIN, OR SALT...
WE'VE GOT YOU COVERED!**
With our OceanGuard Aluminum Roofing Series you will enjoy a 20 Year Salt Water Warranty right on the beach!

FOR MORE INFO AND AVAILABLE PROFILES:
www.GulfCoastSupply.com/OceanGuard

© Copyright GulfCoast Supply and Manufacturing, LLC. All rights reserved. • Kynar500® is a registered trademark of Arkema, Inc. • Kynar500® has an allowable fade tolerance of not more than five (5.0) Hunter BE units as determined by ASTM method D-2244-2 for a minimum of 25 years from installation. *All dimensions are nominal dimensions. GC-SS-COLORGUIDE-0218

PREMIUM METAL ROOFING



ROOFING GUIDE

A COMPLETE SELECTION OF AVAILABLE COLORS AND PROFILE OPTIONS



PREMIUM METAL ROOFING

888.393.0335
www.GulfCoastSupply.com

Dom Color, Inc. Marine Green SMP
SR .36 TE .86 SRI 38

Patina Green SMP
SR .29 TE .87 SRI 29

Evergreen SMP
SR .27 TE .86 SRI 26

Forest Green SMP
SR .31 TE .85 SRI 31

Hawaiian Blue SMP
SR .32 TE .85 SRI 32

Gallery Blue SMP
SR .25 TE .86 SRI 24

Barn Red SMP
SR .36 TE .84 SRI 37

Patriot Red SMP
SR .40 TE .83 SRI 42

Burgundy SMP
SR .24 TE .83 SRI 21

Cocoa Brown SMP
SR .32 TE .85 SRI 32

Mocha Tan SMP SR .44 TE .84 SRI 48
Clay SMP SR .34 TE .86 SRI 35
Light Stone SMP SR .55 TE .85 SRI 64
Ivory SMP SR .60 TE .83 SRI 70
Polar White SMP SR .63 TE .85 SRI 75
Pure White SMP SR .68 TE .84 SRI 82

Siliconized Modified Polyester
STANDARD SMP PAINT FINISHES
See color profile availability matrix for lead times - Not all colors available in all profiles.

SR SOLAR REFLECTIVITY: % OF SUN'S RAYS REFLECTED FROM ROOF
TE THERMAL EMISSIVITY: % OF HEAT LOSS FROM ROOF SURFACE
SRI SOLAR REFLECTANCE INDEX: OVERALL PERFORMANCE RATING

Regal White SR .68 TE .86 SRI 82
Solar White SR .68 TE .85 SRI 82
Sandstone SR .54 TE .86 SRI 63
Ash Gray SR .39 TE .84 SRI 41
Sierra Tan SR .35 TE .86 SRI 37
Slate Gray SR .36 TE .84 SRI 37

PVDF Resin Technology
KYNAR500® PAINT FINISHES
See color profile availability matrix for lead times - Not all colors available in all profiles.



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NON-STOCK
KYNAR500® PAINT FINISHES
Minimum Order 5000 linear feet
Allow 4-6 week lead time

* Actual colors on this brochure and your computer monitor may vary slightly from color chart. Color differences shown are for illustrative purposes only. Request a metal sample to view exact color.

Bronze SMP SR .30 TE .85 SRI 30
Light Gray SMP SR .34 TE .85 SRI 35
Charcoal Gray SMP SR .25 TE .86 SRI 24
Black SMP SR .25 TE .84 SRI 23



Burgundy SR .25 TE .85 SRI 23
Charcoal Gray SR .29 TE .84 SRI 28
Matte Black SR .27 TE .86 SRI 26
Patina Green SR .29 TE .87 SRI 29
Marine Green SR .36 TE .86 SRI 38
Hartford Green SR .30 TE .85 SRI 30



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- PREMIUM WEATHERABILITY
- MILDEW RESISTIVE FINISH
- UNMATCHED COLOR RETENTION



Notice the Difference!
After just 10 years in Florida's sun
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Age Gracefully with... KYNAR500® METALLIC PAINT FINISHES

No Roof Finish outlives the Lasting Beauty of Age Resistant Metallic Paint Finishes

Mill Finish
UNPAINTED FINISH
SR .69 TE .06 SRI 55



Copper SR .49 TE .85 SRI 55
Napa Champagne SR .37 TE .80 SRI 37
Nevada Silver SR .60 TE .77 SRI 68
Pre-Weathered SR .30 TE .79 SRI 27



Aged Copper SR .47 TE .85 SRI 53

Evergreen SR .27 TE .86 SRI 26

Brook Blue SR .29 TE .85 SRI 28

Cobalt Stone SR .26 TE .85 SRI 24

Terra Cotta SR .35 TE .87 SRI 37

Regal Red SR .42 TE .84 SRI 45

Colonial Red SR .33 TE .85 SRI 34

Mansard Brown SR .27 TE .86 SRI 26

Medium Bronze SR .30 TE .87 SRI 31

Dark Bronze SR .26 TE .84 SRI 24





GULFPBR™

24 GAUGE GULFPBR™ ROOF PANEL OVER OPEN FRAMING
FLORIDA PRODUCT APPROVAL NO. 11650.2 R3

Product Evaluation Report

GULF COAST SUPPLY & MANUFACTURING, LLC.

24 Ga. GulFPBR™ Roof Panel over Open Framing

Florida Product Approval #11650.2 R3

Florida Building Code 2017
Per Rule 61G20-3
Method: 1 -D

Category: Structural Components

Subcategory: Roof Deck

Compliance Method: 61G20-3.005(1)(d)
HVHZ

Product Manufacturer:

Gulf Coast Supply & Manufacturing, LLC.

14429 SW 2nd Place, Suite G30
Newberry, FL 32669

Engineer Evaluator:

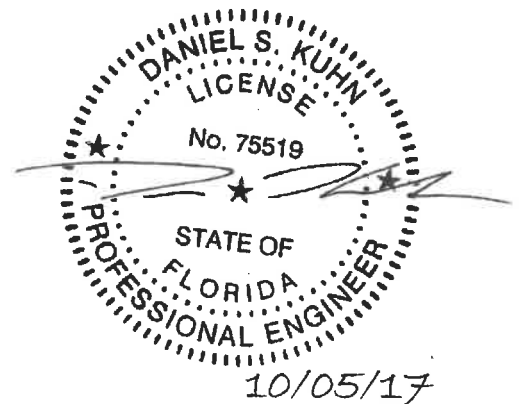
Dan Kuhn, P.E. #75519

Florida Evaluation ANE ID: 10743

Validator:

Locke Bowden, P.E. #49704

9450 Alysbury Place
Montgomery, AL 36117



Contents:

Evaluation Report **Pages 1 – 4**





GULFPBR™

24 GAUGE GULFPBR™ ROOF PANEL OVER OPEN FRAMING
 FLORIDA PRODUCT APPROVAL NO. 11650.2 R3

- Compliance Statement:** The product as described in this report has demonstrated compliance with the Florida Building Code 2017, Sections 1504.3.2, 1504.7, 1518.9.
- Product Description:** GulFPBR™, Minimum 24 Ga. Steel, 36" Coverage, through fastened structural roof panel. Structural Application.
- Panel Material/Standards:** Material: Minimum 24 Ga. Steel, ASTM A792 or ASTM A653 G90 conforming to Florida Building Code 2017 Section 1507.4.3.
 Paint Finish Optional
 Yield Strength: Minimum 50.0 ksi
 Corrosion Resistance: Panel Material shall comply with Florida Building Code 2017, Section 1507.4.3.
- Panel Dimension(s):** Thickness: 0.0235" min.
 Width: 36" Coverage
 Rib Height: 1¼" Major Rib at 12" O.C.
- Panel Fastener:** #12-14 x 1¼" HWH SD with sealing washing or approved equal at 12"-12"-12" fastener pattern. Panel side laps fastened together w/¼ -14 x 7/8" HWH SD w/ sealer washer at Maximum 18" O.C.
 Corrosion Resistance: Per Florida Building Code 2017, Section 1506.6, 1507.4.4
- Substrate Description:** Minimum 16 Ga. Steel Framing. Must be designed in accordance w/ Florida Building Code 2017.

Design Uplift Pressures:

Maximum Allowable Uplift Pressures Based on ASTM E 1592 Testing	
12"-12"-12" Fastener Pattern	-60.0 psf @ 5'-0" O.C.
12"-12"-12" Fastener Pattern	-150.0 psf @ 2'-0" O.C.
Design Pressure includes a Safety Factor = 2.0.	





GULFPBR™

24 GAUGE GULFPBR™ ROOF PANEL OVER OPEN FRAMING
FLORIDA PRODUCT APPROVAL NO. 11650.2 R3

Code Compliance:

The product described herein has demonstrated compliance with the Florida Building Code 2017, Sections 1504.3.2, 1504.7, 1518.9.

Evaluation Report Scope:

The product evaluation is limited to compliance with the structural wind load requirements of the Florida Building Code 2017, as relates to Rule 61G20-3.

Performance Standards:

The product described herein has demonstrated compliance with:

- TAS 125-03
- ASTM E 1592-12 Test method for structural performance of sheet metal roof and siding systems by uniform static air pressure difference.
- TAS 201-94 Impact Testing
- FM 4471 Appendix G for roof slopes less than 2:12
- TAS 110-00 - Accel. Weathering ASTM G 155 / Salt Spray ASTM B 117.
- FM 4471-1992, Section 4.4 Foot Traffic Resistance Test

Reference Data:

1. TAS 125-03: ASTM E 1592-01
Force Engineering & Testing, Inc. (FBC Organization # TST-5328)
Report No. 84-0320T-06A-D, Dated 04/09/2007
2. TAS 201-94
Farabaugh Engineering & Testing, Inc. (FBC Organization # TST-1654)
Report No. T202-07 FM
3. FM 4471 Appendix G
Farabaugh Engineering & Testing, Inc. (FBC Organization # TST-1654)
Report No. T203-07
4. TAS 110-00: Valspar Fluoropon coated metal panel testing
A) ASTM G 26 by PRI Asphalt Technologies dated 01/19/2004
B) ASTM B 117 by PRI Asphalt Technologies dated 01/19/2004
5. FM 4471-10, Section 4.4 Foot Traffic Resistance Test
Force Engineering & Testing, Inc. (FBC Organization # TST-5328)
Report No. 117-0378T-11A, Dated 02/15/2012
6. Certificate of Independence
By Dan Kuhn, P.E. (FL# 75519) @ Kuhn Engineering, LLC
(FBC Organization # ANE ID: 10743)





GULFPBR™

24 GAUGE GULFPBR™ ROOF PANEL OVER OPEN FRAMING
FLORIDA PRODUCT APPROVAL NO. 11650.2 R3

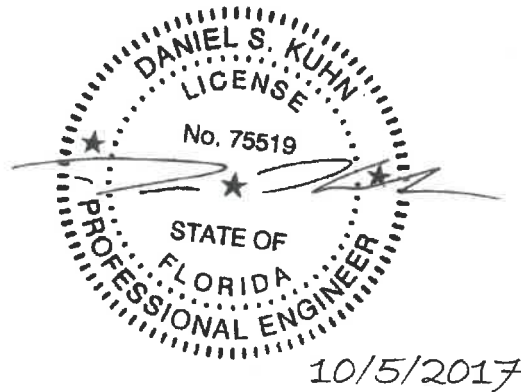
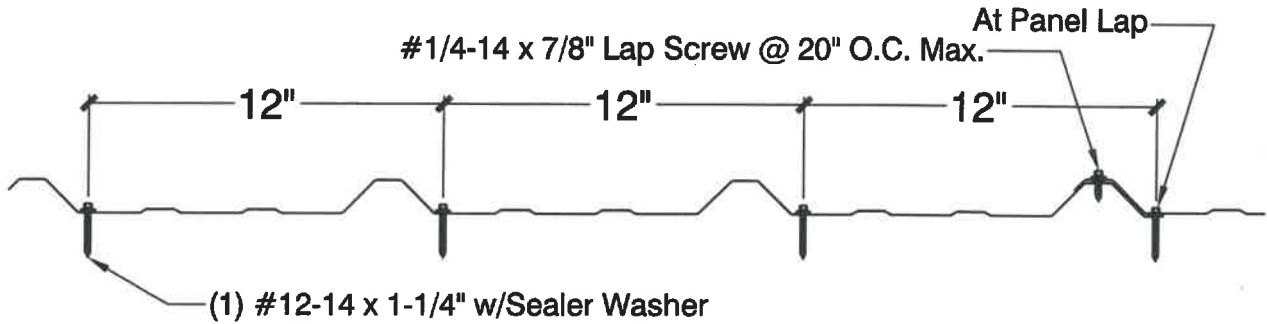
Test Standard Equivalence:	<ol style="list-style-type: none">1. ASTM E 1592-01 is equivalent to ASTM E 1592-12.2. ASTM G 26 is equivalent to ASTM G 155.3. The FM 4471-95 test standard is equivalent to the FM 4471-1992 test standard.
Quality Assurance Entity:	The manufacturer has established compliance of roof panel products in accordance with the Florida Building Code and Rule 61G20-3.005(3) for manufacturing under a quality assurance program audited by an approved quality assurance entity.
Minimum Slope Range:	1/2:12. Minimum Slope shall comply with Florida Building Code 2017, including Section 1515.2 and in accordance with Manufacturers recommendations. For slopes less than 3:12, lap sealant must be used in the panel side laps.
Installation:	Install per Manufacturer's recommended details and RAS 133.
Underlayment:	Per Manufacturer's installation guidelines per Florida Building Code 2017 section 1518.2, 1518.3, 1518.4.
Fire Barrier:	Any approved fire barrier having a current NOA. Refer to a current fire directory listing for fire ratings of this roofing system assembly as well as the location of the fire barrier within the assembly. Fire classification is not part of this acceptance.
Shear Diaphragm:	Shear Diaphragm values are outside the scope of this report.
Design Procedure:	The design professional shall select the appropriate erection details to reference in his drawings for proper fastener attachment to his structure and analyze the panel fasteners for pullout. The maximum fastener spacing listed herein shall not be exceeded. Support framing must be in compliance with FBC 2017. Design wind loads shall be determined for each project in accordance with FCB 2017 or ASCE7-10 using allowable stress design method.

METAL ROOF PANEL DETAIL



GULFPBR™

26 GAUGE GULFPBR™ ROOF PANEL OVER OPEN FRAMING
FLORIDA PRODUCT APPROVAL NO. 11650.3 R3



FL# 11650.3 R3 • OCTOBER 5, 2017

METAL ROOF PANEL DETAIL



KUHN ENGINEERING, LLC

1200 CLINT MOORE RD. SUITE 9, BOCA RATON, FL 33487 • FL COA #30464

ATTACHMENT #2

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

-
- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

ATTACHMENT #3

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Part 200, Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.