



**REQUEST FOR BIDS
FOR FABRICATION AND INSTALLATION OF SIGNAGE FOR
TRAIL MAINTENANCE, SAFETY & ACCESSIBILITY PROJECT AT
IRVINE NATURE CENTER**

IRVINE NATURE CENTER, is soliciting bids for the fabrication and installation of new signage in a multitude of locations on our campus trails.

Please read the instructions and submit bids based on the information contained on this sheet. The attached Bid Proposal sheet shall be filled out completely and submitted with the bid.

This project is subject to Materials Clearance from the State Highway Administration Office of Materials Technology (OMT), using their MMS System [and is also subject to compliance with Build America Buy American requirements and state requirements for steel and manufactured products].

Submit a price for each line item on the bid sheet. Bidders shall not provide any comments on the bid form. If comments are provided, the bid may be found non-responsive.

Bids are valid for 90 days from the date of submission.

General Instructions:

This invitation for bids is for the purchase of the following:

Fabrication and Installation of signage on Irvine's property:

Total signage is 7 bent ¼ inch thick aluminum informational signs; 21 coated aluminum metal vertical directional signs; and 6 6x6 treated marine wood posts with sleeves.
Dimensions of all signs: 11" wide x 6: high

Build the signs in accordance to the attached plan sheets. Bids must be submitted by March 26, 2024 to Courtney Sagal at SagalC@ExploreNature.org.

List of the Needed Signage:

- **Bauer Preserve: Closed on Mondays** – 4 signs: 1 at gate, 1 at kiosk, 2 at trail entrances
- **This Trail is Closed for the Season** – 3 signs for trails closed in the spring: Duck Pond, North Branch, and Cold Bottom Trails
- **Wally's Way Trail**
 - 1 post at junction of Wally's Way, Checkerspot Trail, and Pollinator Loop with signs: "Wally's Way" pointing right; "Bauer Path" pointing right

- 1 post at junction of Bauer Path and Wally's Way with signs: "Bauer Path" pointing right; "Bauer Path" pointing left; "Wally's Way" pointing left; "Pollinator Meadow" pointing left
- **Cold Bottom Trail:**
 - 1 sign: "Wolfe Family Trail" pointing left
- **North Branch and Cold Bottom Trail Junction:**
 - 1 post at junction of Cold Bottom and North Branch Trails with signage: "Cold Bottom" pointing right; "North Branch" pointing left; "North Branch" pointing right; "Back Meadow" pointing left; "Wolfe Family Trail" pointing left
- **White Oak Trail:**
 - 1 post at junction of Headwaters Loop and White Oak Trail with signs: "Headwaters Trail" pointing left; "Headwaters Trail" pointing right; "White Oak Trail" pointing right
 - 1 post at southern junction of Green Heron Trail and White Oak Trail with signs: "Green Heron Trail" pointing left; "Green Heron Trail" pointing right; "White Oak Trail" pointing left
 - 1 post at northern junction of Green Heron Trail and White Oak Trail with signs: "Green Heron Trail" pointing left; "Green Heron Trail" pointing right; "White Oak Trail" pointing left

IRVINE NATURE CENTER RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS.

Key Information Summary Chart:

Invitation for Bids	Irvine Nature Center Fabrication and Installation of
RFP Issue Date:	Signage March 15, 2024
RFP Issuing Office:	Irvine Nature Center
Proposals are to be sent to:	Courtney Sagal, Deputy Director Irvine Nature Center 11201 Garrison Forest Road Owings Mills, Maryland 21117 SagalC@ExploreNature.org
Proposal Due (Closing) Date and Time:	March 26, 2024
Pre-Proposal Conference:	NA
Site Visit	NA
Contract Duration:	June 28, 2024
Primary Place of Performance:	Irvine Nature Center, 11201 Garrison Forest Road, Owings Mills

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Irvine Nature Center

SHA and Replacement Signs
February 28, 2024

SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING SPECIAL CONDITIONS, APPLY TO THIS SECTION.

1.2 SUMMARY OF WORK INCLUDED

- A. SIGN CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL SIGN PERMITS, INCLUDING PAYMENT OF FEES, REQUIRED BY LOCAL AUTHORITIES FOR THE INSTALLATION OF ALL EXTERIOR AND INTERIOR SIGNAGE FOR THE PROJECT.
- B. SIGN FABRICATION: TYPES OF SIGNS, MESSAGES, AND GRAPHICS ARE INDICATED ON THE DRAWINGS AND HEREIN, AND REQUIRE VARIOUS MATERIALS, FINISHES, ILLUMINATION AND FABRICATION AND INSTALLATION TECHNIQUES.
- C. SHOP DRAWINGS, LAYOUTS, SAMPLES, AND MOCK-UPS FOR THE OWNER'S APPROVAL.
- D. STRUCTURAL DESIGN AND CALCULATIONS FOR ALL SIGNAGE TO CONFIRM STRUCTURAL INTEGRITY OF THE DESIGNED SUPPORT. ALL STRUCTURAL CONNECTIONS WILL REQUIRE CERTIFICATION BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF MARYLAND.
- E. SIGNAGE FOOTING TO BE ENGINEERED AND INSTALLED BY SIGN CONTRACTOR; COORDINATE WITH GENERAL CONTRACTOR FOR ELECTRICAL AND STRUCTURAL REQUIREMENTS AND BLOCKOUTS.
- F. INSTALLATION OF ALL FABRICATED SIGNS, INCLUDING ALL FASTENERS AND FASTENINGS AND RELATED ELECTRICAL AND DATA CONNECTIONS.
- G. COORDINATION WITH ALL TRADES OF THIS CONTRACT REQUIRED FOR THE FABRICATION AND INSTALLATION OF THE SIGNAGE, INCLUDING THE APPROVALS BY THE OWNER REQUIRED IN THIS SECTION. FABRICATION AND INSTALLATION OF THE WORK IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC); LATEST EDITION, UNDERWRITERS LABORATORY UL); LATEST EDITION, NATIONAL FIRE PROTECTION AGENCY (NFPA); LATEST EDITION AND NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION STANDARDS (NEMA).
- H. COORDINATION AND VERIFICATION OF ALL MESSAGES WITH THE OWNER. SIGN CONTRACTOR TO COMPLETE SIGN MESSAGE SCHEDULE FOR SUBMISSION AND APPROVAL BY THE OWNER PRIOR TO FABRICATION AND INSTALLATION OF EACH SIGN FOR THE PROJECT.
- I. VERIFICATION OF ALL CONDITIONS AND SIGN DIMENSIONS IN THE FIELD. SIGN CONTRACTOR TO COORDINATE ALL SIGNAGE REQUIREMENTS WITH THE ARCHITECTURAL, STRUCTURAL, LIGHTING, ELECTRICAL, AND TELECOMMUNICATIONS DRAWINGS TO ENSURE THAT ALL PROPOSED SIGNS CAN BE INSTALLED, WITH POWER AND REQUIRED DATA CONNECTIONS AND STRUCTURALLY SUPPORTED. VERIFICATION OF CONDITIONS AND SIGN DIMENSIONS TO BE COMPLETED PRIOR TO SIGN FABRICATION AND APPROVAL OF ALL REQUIRED SUBMITTALS.
- J. SIGN CONTRACTOR SHALL PRODUCE ALL LIFE/SAFETY EVACUATION MAPS WITH SITE-SPECIFIC LAYOUTS IN FULL SIZE AND OBTAIN APPROVAL OF LAYOUTS, CONTENTS AND PLACEMENT OF EACH SIGN FROM THE FIRE INSPECTOR IN CHARGE OF THE PROJECT, PRIOR TO FABRICATION AND INSTALLATION OF EACH SIGN. OBTAIN AN ELECTRONIC ARTWORK TEMPLATE FOR A SINGLE FLOOR WITH SINGLE ORIENTATION FROM THE DESIGNER.

1.3 DESIGN CRITERIA

- A. STRUCTURAL ENGINEERING
- DETAILS ON THE DRAWINGS INDICATE A DESIGN APPROACH FOR SIGN FABRICATION BUT DO NOT NECESSARILY INCLUDE ALL FABRICATING DETAILS REQUIRED FOR THE

COMPLETE STRUCTURAL INTEGRITY OF THE SIGNS, INCLUDING CONSIDERATION FOR STATIC, DYNAMIC, AND ERECTION LOADS DURING HANDLING, ERECTING, AND SERVICE AT THE INSTALLED LOCATIONS, NOR DO THEY NECESSARILY CONSIDER THE PREFERRED SHOP PRACTICES OF THE INDIVIDUAL SIGN CONTRACTORS. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF THE AWARDED SIGN CONTRACTOR TO PERFORM THE COMPLETE STRUCTURAL DESIGN OF THE SIGNS, INCLUDING, BUT NOT LIMITED TO, INTERNAL FRAMEWORK AND FOOTINGS, TO MEET OR EXCEED THE LOCAL BUILDING CODES AND TO INCORPORATE ALL THE REASONABLE SAFETY FACTORS NECESSARY TO PROTECT THE OWNER AND THEIR REPRESENTATIVES AGAINST PUBLIC LIABILITY. DESIGNS WHICH SURVIVE RATIONAL ENGINEERING ANALYSIS WILL BE ACCEPTABLE, PROVIDED THAT SHOP DRAWINGS, INCLUDING STRUCTURAL DESIGN, ARE APPROVED BY THE OWNER. SIGNS MUST MEET ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES, AS WELL AS TESTING LABORATORY LISTINGS WHERE REQUIRED. CONNECTION DETAILS AND STRUCTURAL CALCULATIONS TO BE VERIFIED BY THE STRUCTURAL ENGINEER PRIOR TO ANY FABRICATION. SIGN CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR ON ALL FOOTINGS, STRUCTURAL ATTACHMENTS, AND PENETRATIONS OF SLABS.

B. SHOP DRAWINGS

SIGN CONTRACTOR IS EXPECTED TO PROVIDE ALL DETAILS NECESSARY TO EFFECTIVELY EXPLAIN AND SPECIFY THE FABRICATION PROCESS AND THE EXPECTED PERFORMANCE OF THE INSTALLED PRODUCT. SIGN CONTRACTOR MUST DEMONSTRATE THROUGH DETAILS AND SPECIFICATIONS THEIR COMPLETE UNDERSTANDING OF THE DESIRED FINAL PRODUCT AND THE METHOD/PROCESS BY WHICH THEY ARE PRODUCING SAID PRODUCT. SIGN CONTRACTOR IS RESPONSIBLE TO FIELD MEASURE PRIOR TO SUBMITTING SHOP DRAWINGS. REPACKAGING THE SUPPLIED DRAWINGS WITH NEW TITLE BLOCKS AND DELIVERING AS SUBMITTALS WILL NOT BE ACCEPTED. ALTHOUGH ART MAY BE SUPPLIED ELECTRONICALLY, SIGN CONTRACTORS MUST BE PREPARED TO CREATE ALL GRAPHIC CONTENT FROM SCRATCH – PER INSTANCE AS REQUESTED - TO DEMONSTRATE AND VERIFY THE QUALITY AND ACCURACY OF THE DELIVERED PRODUCT.

- C. THE DRAWINGS REPRESENT THE DESIGN INTENT FOR THE SIGNS REQUIRED FOR THE PROJECT. SIGN CONTRACTOR IS RESPONSIBLE FOR THE PROPER ENGINEERING OF ALL ELEMENTS OF THE PROJECT AND WHERE APPLICABLE, TO INCLUDE A SET OF WET-STAMPED, SIGNED ENGINEERING CALCULATIONS BY A LICENSED MARYLAND STRUCTURAL ENGINEER. THE INTERNAL STRUCTURE, DIMENSIONS, AND SPECIFICATIONS FOR ALL ITEMS SHALL BE INDICATED IN THE SHOP DRAWINGS.

- D. DESCRIPTION: PROVIDE SHOP DRAWINGS FOR ALL ITEMS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

1. COMPLETE FABRICATION AND INSTALLATION FOR EACH SIGN TYPE AS SHOWN ON THE DRAWINGS. INDICATE DIMENSIONS, MATERIALS, FINISHES, FASTENING, ANCHORAGE, JOINING, SEALING, BACKING, UTILITY REQUIREMENTS, ROUGH-INS, AND ADJACENT RELATED SITE CONDITIONS.
2. EACH SIGN TYPE WITH ALL GRAPHIC ELEMENTS.
3. ALL LETTER STYLES SHALL BE ACCURATELY REPRODUCED.
4. CONNECTIONS AND ROUTING FOR ALL POWER AND DATA CABLING.

1.4 SUBMITTALS

- A. PROCEDURE: PREPARE SUBMITTALS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIAL CONDITIONS, AND TO INCLUDE THE FOLLOWING:
1. NOTES ON THE DRAWINGS SHALL CLEARLY DEFINE ANY ACTIONS REQUIRING REVIEW BY THE OWNER.
 2. FIRST ARTICLE OF PRODUCTION-RUN ITEMS, BOTH LARGE AND SMALL, WILL BE REVIEWED BY THE OWNER BEFORE PRODUCTION RUN IS COMMENCED.
 3. SIGN CONTRACTOR SHALL SCHEDULE ALL REVIEW MEETINGS WITH THE OWNER.

- B. SUBMIT PHYSICAL SAMPLES OF SUFFICIENT SIZE AND QUANTITY TO ILLUSTRATE MATERIALS, FINISHES, EQUIPMENT OR WORKMANSHIP, AND TO ESTABLISH STANDARDS BY WHICH COMPLETED WORK WILL BE JUDGED. SAMPLES MUST REPRESENT THE FUNCTIONAL CHARACTERISTICS OF THE PRODUCT OR MATERIAL, WITH INTEGRALLY RELATED PARTS AND ATTACHMENT DEVICES, COLORS, AND FINISHES.

- C. ALL SAMPLES TO HAVE A PLACE FOR STAMP APPROVAL.

- D. REQUIRED SAMPLES FOR REVIEW:
1. PROVIDE (6) 6" X 6" SET OF ALL SPECIFIED PAINT COLORS, FINISHES, WALL COVERINGS, AND VINYL.
 2. COMPLETE, FULL-SIZE MESSAGE IN EACH TYPEFACE TO DEMONSTRATE PROPER SPACING (BLACK TEXT ON WHITE BACKGROUND; OUTLINE NOT ACCEPTED).
 3. SAMPLE OF EACH TYPE OF FASTENER TO BE USED.
 4. EACH TYPE OF EXPOSED METAL USED FOR MAJOR ELEMENTS OF WORK WITH RESPECTIVE FINISH.
 5. EACH TYPE OF ADHESIVE VINYL FILM, INCLUDING COMPUTER-CUT DESIGNS, SHOWN FULL-SIZE ON EACH OF THE SPECIFIED GROUND COLORS.
 6. MOCK-UPS AS SCHEDULED IN THIS SECTION. MOCK-UPS SHALL BECOME THE PROPERTY OF THE OWNER AND ARE NOT TO BE PART OF THE COMPLETED WORK.
 7. OTHER ITEMS AS MAY BE REQUIRED BY THE OWNER, OR AS NOTED ON THE DRAWINGS OR HEREIN.

- E. EXTRA MATERIALS / SPARES: DELIVER TO THE APPROPRIATE OWNER'S REPRESENTATIVE CONTACT PERSON, IN MANUFACTURER'S ORIGINAL PACKAGING AND STORE AT THE PROJECT AS DIRECTED:

1. FURNISH (1) GALLON OF EACH FINISH PAINT COLOR FOR TOUCH-UP PURPOSES.
2. FURNISH (6) LAMPS OF EACH TYPE AND SIZE USED IN THE SIGNAGE (AS APPLICABLE).

- F. SUPPLEMENTARY PRODUCT LITERATURE: SUBMIT FOR INFORMATION. FURNISH WITHIN SEVEN (7) DAYS OF REQUEST, MANUFACTURER'S LITERATURE DESCRIBING THE GENERAL PROPERTIES OF EACH PRODUCT TO BE USED IN THE WORK.

1.5 QUALITY ASSURANCE

- A. MOCK-UPS AND PROTOTYPES:
1. PROVIDE MOCK-UPS OF EACH OF THE FOLLOWING. SIGN MOCK-UPS TO BE SUBMITTED ALONG WITH PRICING SET. EGD SAMPLES REQUIRED PRIOR TO FABRICATION INCLUDE SELECT SECTIONS AT FULL SCALE FOR COLOR AND RESOLUTION QUALITY CONTROL:

Color samples and striping pattern.
 2. UTILIZE THE SAME MATERIALS AND INSTALLATION METHODS IN THE MOCK-UP AS INTENDED FOR THE FINAL WORK. SCHEDULE THE INSTALLATION SO THAT THE MOCK-UP MAY BE EXAMINED, AND ANY NECESSARY ADJUSTMENTS MADE, PRIOR TO COMMENCING FABRICATION OF THE FINAL WORK. REPLACE UNSATISFACTORY ITEMS AS DIRECTED.
 3. WHEN ACCEPTED, MOCK-UP SHALL SERVE AS THE STANDARD FOR MATERIALS, WORKMANSHIP, AND APPEARANCE FOR THE WORK THROUGHOUT THE PROJECT.
- B. WORK-IN-PROGRESS APPROVALS:
1. PROVIDE WORK-IN-PROGRESS SIGN ELEMENTS REVIEWS. SCHEDULED OR UNSCHEDULED VIEWINGS AT THE FABRICATION FACILITY MAY BE INITIATED BY THE OWNER'S REPRESENTATIVE AS DEEMED NECESSARY TO ENSURE CONTINUED

Final design and engineering of components indicated including all details of mounting, lighting, and materials. Components are as shown in drawings and specifications. Components are not to be used for any other purpose than intended. Components are not to be used for any other purpose than intended.

Structural integrity, electrical function, and connections to power and ground are to be verified by the fabricator.

Construction references in drawings are to be used for construction and installation.

Drawings are approved by Younits Design prior to fabrication and installation, including but not limited to shop drawings and specifications. Drawings are not to be used for any other purpose than intended.

QUALITY CONTROL AND MAKE ANY ADJUSTMENTS REQUIRED DURING FABRICATION. UNSATISFACTORY ITEMS ARE TO BE CORRECTED BY THE SIGN CONTRACTOR AS DIRECTED BY THE OWNER.

C. REGULATORY REQUIREMENTS:

1. COMPLY WITH APPLICABLE REQUIREMENTS OF THE APPLICABLE LAWS AND AUTHORITIES. OBTAIN NECESSARY APPROVALS AND PERMITS FROM ALL SUCH AUTHORITIES AS REQUIRED

D. MARKINGS AND LABELS:

1. LOCATE MARKINGS, LABELS, MANUFACTURER NAMES AND OTHER IDENTIFICATIONS SO AS TO BE CONCEALED FROM PUBLIC VIEW AND AS ACCEPTABLE BY THE OWNER'S REPRESENTATIVE.
2. NO TRADE NAME OR OTHER IDENTIFICATION SHALL APPEAR ON ANY ITEM WHERE IT WILL BE SEEN BY THE PUBLIC EXCEPT AS SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE IN ADVANCE.

E. FINAL LOCATION OF SIGNS:

1. THE LOCATION OF SIGNS AS SHOWN ON THE LOCATION PLANS IS FOR GENERAL REFERENCE ONLY AND IN SOME CASES IS NOT REPRESENTATIVE OF THE EXACT FINAL LOCATION. FINAL LOCATIONS OF SIGNS SHALL BE FIELD LOCATED IN COORDINATION WITH THE OWNER'S REPRESENTATIVE.
2. SIGN CONTRACTOR SHALL ARRANGE FOR MEETINGS AT THE PROJECT SITE TO ACCOMMODATE DIRECTION OF FINAL LOCATIONS ACCORDING TO PROJECT CONSTRUCTION SCHEDULE.

F. LETTERING:

1. THE SIGN CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY CONTROL OF ALL LETTERING. ALL LETTERFORMS SHALL BE CRISP, SHARP, FREE OF NICKS, RAGGED EDGES AND DISCONTINUOUS CURVES. ALL LETTERING SHALL CONFORM TO APPROVED TYPEFACE, WEIGHT AND LETTER SPACING. NO SUBSTITUTIONS OF TYPEFACE FOUNDRY, BRAND OR VERSION OR IMPLEMENTATION TECHNIQUE WILL BE ACCEPTED WITHOUT PRIOR APPROVAL.
2. VINYL GRAPHICS: ALL ARTWORK SHALL BE DERIVED FROM ELECTRONIC COMPUTER ARTWORK FOR CUTTING ON A GERBER SIGN MAKER II OR APPROVED EQUAL.
3. ALL CUTTING AND ROUTING SHALL BE EXECUTED IN SUCH A MANNER THAT ALL EDGES AND CORNERS OF FINISHED LETTERFORMS ARE TRUE AND CLEAN. LETTERFORMS WITH ROUNDED POSITIVE OR NEGATIVE CORNERS, NICKED, CUT, OR RAGGED EDGES, ETC., WILL NOT BE ACCEPTED. ALL LETTERFORMS SHALL BE SO ALIGNED AS TO MAINTAIN A BASELINE PARALLEL TO THE SIGN FORMAT. MARGINS MUST BE MAINTAINED AS SPECIFIED ON THE DRAWINGS.

G. HIGH QUALITY OF WORKMANSHIP:

1. THE SIGN CONTRACTOR SHALL BE RESPONSIBLE FOR THE HIGH QUALITY OF ALL MATERIALS AND WORKMANSHIP REQUIRED FOR THE EXECUTION OF THE PROJECT INCLUDING MATERIALS AND WORKMANSHIP OF ANY FIRM OR INDIVIDUAL WHO ACT AS SIGNAGE CONTRACTOR'S SUB-CONTRACTOR.
2. SIGN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING UP-TO-DATE DRAWINGS, SPECIFICATIONS, GRAPHIC SCHEDULE, ETC., TO ALL SUB-CONTRACTORS.

H. DIMENSIONS AND DISCREPANCIES

1. SIGN CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THE DRAWINGS. SHOP DETAILS MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION.
2. SIGN CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES ON THE DRAWINGS (INCLUDING DISCREPANCIES BETWEEN WRITTEN

DIMENSIONS AND SCALED DIMENSIONS), SIGN LOCATION PLAN OR SIGN MESSAGE SCHEDULE, IN FIELD DIMENSIONS OR CONDITIONS AND/OR CHANGES REQUIRED IN CONSTRUCTION DETAILS, PRIOR TO FABRICATION AND INSTALLATION.

I. REGULATORY REQUIREMENTS:

1. COMPLY WITH APPLICABLE PORTIONS IN THE LATEST VERSION OF ADAAG. J. REFERENCES (LATEST VERSION IN EFFECT OF THE FOLLOWING):
 - a. INTERNATIONAL BUILDING CODE - IBC
 - b. OSHA CODE
 - c. NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM) "METAL FINISHES MANUAL."
 - d. AMERICAN WELDING SOCIETY (AWS) – AWS D1.1 "STRUCTURAL WELDING CODE, STEEL," AND AWS D1.2 "STRUCTURAL WELDING CODE, ALUMINUM."
 - e. UNDERWRITERS LABORATORIES INC. (UL) – STANDARDS FOR SAFETY, UL PUBLICATION 48 "ELECTRICAL SIGNS"
 - f. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA): NATIONAL ELECTRICAL CODE (NEC)

1.6 WARRANTY

A. SIGNAGE WARRANTY

1. SUBMIT TO THE OWNER'S REPRESENTATIVE A 5-YEAR WRITTEN WARRANTY (EFFECTIVE THE DATE OF FINAL ACCEPTANCE) COVERING ALL SIGNS, NOTARIZED BY SIGN CONTRACTOR AND INSTALLER (IF SUB-CONTRACTOR IS USED), AGREEING TO REPAIR OR REPLACE ANY DEFECTIVE SIGNS. UPON NOTIFICATION OF SUCH DEFECTIVE SIGNS WITHIN THE WARRANTY PERIOD, MAKE NECESSARY REPAIRS OR REPLACEMENT AT THE CONVENIENCE OF THE OWNER'S REPRESENTATIVE.

B. LINEAR POLYURETHANE PAINT FACTORY FINISH WARRANTY

1. SUBMIT TO THE OWNER'S REPRESENTATIVE A 5-YEAR WRITTEN WARRANTY, WARRANTING THAT THE FACTORY-APPLIED LINEAR POLYURETHANE FINISHES WILL NOT DEVELOP EXCESSIVE FADING OR EXCESSIVE NON UNIFORMITY OF COLOR OR SHADE, AND WILL NOT CRACK, PEEL, PIT, CORRODE OR OTHERWISE FAIL AS A RESULT OF DEFECTS IN MATERIALS OR WORKMANSHIP WITHIN THE FOLLOWING DEFINED LIMITS. UPON NOTIFICATION OF SUCH DEFECTS WITHIN THE WARRANTY PERIOD, MAKE NECESSARY REPAIRS OR REPLACEMENT AT THE CONVENIENCE OF THE OWNER'S REPRESENTATIVE.
 - a. EXCESSIVE FADING
 - 1). A CHANGE IN APPEARANCE WHICH IS PERCEPTIBLE AND OBJECTIONABLE AS DETERMINED WHEN VISUALLY COMPARED WITH THE ORIGINAL COLOR RANGE STANDARDS.
 - b. "EXCESSIVE NON-UNIFORMITY"
 - 1). NON-UNIFORM FADING TO THE EXTENT THAT ADJACENT PANELS HAVE A COLOR DIFFERENCE GREATER THAN THE ORIGINAL ACCEPTABLE RANGE OF COLOR.
 - c. "WILL NOT PIT OR OTHERWISE CORRODE"
 - 1). NO PITTING OR OTHER TYPE OF CORROSION, DISCERNIBLE FROM A DISTANCE OF 10' (3 M), RESULTING FROM THE NATURAL ELEMENTS IN THE ATMOSPHERE AT THE PROJECT SITE.

1.7 MAINTENANCE

A. MAINTENANCE AND OPERATING MANUALS

1. PRIOR TO ACCEPTANCE, ESTABLISH WITH OWNER'S REPRESENTATIVE AN

INSTRUCTION AND TRAINING PROGRAM FOR OWNER'S REPRESENTATIVE'S PERSONNEL.

2. NOTIFY THE OWNER'S REPRESENTATIVE IN WRITING AT LEAST 7 DAYS PRIOR TO COMMENCEMENT OF THE PROGRAM PROVIDING AN OUTLINE OF TOPICS INDEXED TO THE MAINTENANCE AND OPERATING MANUAL.

3. PROVIDE A TRAINED INSTRUCTOR. PROVIDE THREE (3) CONSECUTIVE 4-HOUR PERIODS OF TRAINING SCHEDULED DURING THE NORMAL 8-HOUR WORKING DAY. INSTRUCTION AND TRAINING SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, PROCEDURES TO BE FOLLOWED IN THE NORMAL DAY-TO-DAY MAINTENANCE AND OPERATION OF THE WORK.

PART 2 PRODUCTS

2.1 FABRICATION

- A. SIGNAGE SHALL BE COMPLETE FOR PROPER INSTALLATION AS DESCRIBED ON THE DRAWINGS.
- B. FINISHED WORK SHALL BE FIRM, WELL ANCHORED, IN TRUE ALIGNMENT, PROPERLY SQUARED, WITH SMOOTH CLEAN UNIFORM APPEARANCE, WITHOUT HOLES, CRACKS, DISCOLORATION, DISTORTION, STAINS, OR MARKS.
- C. CONSTRUCT ALL WORK TO ELIMINATE BURRS, DENTS, CUTTING EDGES, AND SHARP CORNERS.
- D. FINISH WELDS ON EXPOSED SURFACES TO BE IMPERCEPTIBLE IN THE FINISHED WORK.
- E. EXCEPT AS INDICATED OR DIRECTED OTHERWISE, FINISH ALL SURFACES SMOOTH.
- F. SURFACES, WHICH ARE INTENDED TO BE FLAT, SHALL BE WITHOUT DENTS, BULGES, OIL-CANNING, GAPS, OR OTHER PHYSICAL DEFORMITIES.
- G. SURFACES, WHICH ARE INTENDED TO BE CURVED, SHALL BE SMOOTHLY FREE-FLOWING TO REQUIRED SHAPES.
- H. EXCEPT WHERE APPROVED BY THE OWNER, CONCEAL ALL FASTENERS.
- I. MAKE ACCESS PANELS TIGHT-FITTING, LIGHT-PROOF, AND FLUSH WITH ADJACENT SURFACES.
- J. CONCEAL ALL IDENTIFICATION LABELS AND UNDERWRITERS LIMITED LABELS TO CONFORM TO UNDERWRITERS LIMITED CODES.
- K. CAREFULLY FOLLOW MANUFACTURER'S RECOMMENDED FABRICATING PROCEDURES REGARDING EXPANSION OR CONTRACTION, FASTENING, AND RESTRAINING OF ACRYLIC PLASTIC.
- L. EXERCISE CARE TO ENSURE THAT PAINTED, POLISHED, AND PLATED SURFACES ARE UNBLEMISHED IN THE FINISHED WORK.
- M. ISOLATE DISSIMILAR MATERIALS. EXERCISE PARTICULAR CARE TO ISOLATE NONFERROUS METALS FROM FERROUS METALS.
- N. ALL ILLUMINATION SHALL BE EVEN AND WITHOUT HOT OR DARK SPOTS.
- O. EASE ALL EXPOSED METAL EDGES.
- P. PROVIDE MISCELLANEOUS METAL ITEMS REQUIRED FOR COMPLETION OF THE WORK EVEN THOUGH NOT SHOWN OR SPECIFIED.
- Q. REFER TO THE DRAWINGS FOR SIGN COLOR SPECIFICATIONS.
- R. PAINT FINISHES SHALL BE MATTHEWS ACRYLIC POLYURETHANE WITH MATTHEWS PRIMERS AND METAL PRE-TREATMENTS, OR APPROVED EQUAL BY THE OWNER.
- S. SHOP PAINTING TO BE UNIFORM ON AND AROUND ALL SIGN ELEMENTS TO



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Owings Mills, MD 21117
443.738.9200

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Drawn By
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Package Name
Irvine Nature Center
SHA and Replacement Signs

Phase
Design Intent

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ENSURE SIGN ELEMENTS WILL WITHSTAND ALL WEATHER CONDITIONS.

T. MOUNTING: MOUNTING PLATES SHALL BE IN CONFORMANCE WITH MANUFACTURER’S WRITTEN RECOMMENDATIONS.

2.2 MATERIALS

A. ALL SPECIFIED METALS

1. ALUMINUM
ALUMINUM SHALL BE SUITABLE FOR ORNAMENTAL, ARCHITECTURAL WORK. SURFACE FINISH SHALL BE SMOOTH, FREE OF EXTRUSION MARKS OR IMPERFECTIONS. ALLOY SHALL BE SELECTED TO MEET THE STRUCTURAL REQUIREMENTS OF THE SPECIFIC APPLICATION.

2. STEEL
STEEL SHALL BE SUITABLE FOR ORNAMENTAL AND ARCHITECTURAL WORK. SURFACE FINISH SHALL BE SMOOTH, FREE OF ALL EXTRUSION MARKS OR IMPERFECTIONS. ALLOY SHALL BE SELECTED TO MEET THE STRUCTURAL REQUIREMENTS OF SPECIFIC APPLICATION. STRUCTURAL METAL FOR CONCEALED FRAMING SHALL BE OF GALVANIZED ROLLED STEEL OR EQUAL AS REQUIRED TO SATISFY STRUCTURAL REQUIREMENTS.

B. ADHESIVE USED FOR INSTALLING SIGNS SHALL BE MANUFACTURED BY 3M, OR APPROVED AS EQUAL. “VHB” TAPE SUCH AS POLYFOAM OR “ISOTAC” CONTACT ADHESIVE TAPE, MANUFACTURED BY 3M, SHALL BE USED IN CONJUNCTION WITH SILICONE ADHESIVES FOR INSTALLATION OF WALL SIGNS, IN MINIMUM THICKNESSES AVAILABLE. SPECIFIC PRODUCTS FOR THE INTENDED PURPOSES MUST BE USED PER MANUFACTURER’S RECOMMENDATIONS.

C. CONCRETE INSTALLATION OF ANCHORING DEVICES INTO CONCRETE SLAB SHALL BE ADJUSTED TO AVOID PENETRATING EXISTING REINFORCING CONDUIT, ETC., CONTAINED IN THE CONCRETE SLAB. COORDINATE WITH THE ARCHITECT, GENERAL CONTRACTOR AND STRUCTURAL ENGINEER.

D. POLYCARBONATE TO BE CLEAR SHEET OR AS SPECIFIED ON THE DRAWINGS.

E. PERFORATED VINYL GRAPHICS – 3M DUAL COLOR FILM (WHITE) 3635-210, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

F. PHOTOPOLYMER: USE DUPONT, NOVA POLYMER OR EQUAL HIGH QUALITY POLYMER. FINISHED SIGNS SHALL MEET ALL ADAAG AND TITLE 24 TACTILE SIGNAGE REQUIREMENTS FOR RAISED CHARACTERS AND GRADE 2 BRAILLE. ROUTING CUT TO FINISHED SIZES. ALL EDGES SHALL BE EASED. USE ACRYLIC POLYURETHANE (NON-GLARE FINISH FOR ALL

ADA-COMPLIANT SIGN TYPES) FOR ALL TOP COATING. ALL RAISED CHARACTERS SHALL BE SILK SCREENED TO SPECIFIED COLORS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

G. DECAL OR TRANSFER: PROVIDE SPECIAL PRINTED PAPER OR VINYL SUITABLE FOR REPRODUCING THE DESIGN ONTO MATERIAL INDICATED, AS REQUIRED. SUBMIT SAMPLES TO THE OWNER’S REPRESENTATIVE FOR APPROVAL.

H. HARDWARE / HINGES: PROVIDE AND INSTALL ALL INCIDENTAL HARDWARE NECESSARY FOR THE PROPER FUNCTIONING OF THE SIGNS, INCLUDING, BUT NOT RESTRICTED TO, MATERIALS AND PRODUCTS COVERED IN THIS SECTION.

1. PROVIDE STAINLESS STEEL HINGES FOR ALL HINGED ACCESS PANELS. PROVIDE PIN TUMBLER LOCKS FOR ALL ACCESS PANELS REQUIRING LOCKS. PROVIDE STAINLESS STEEL FASTENERS FOR ASSEMBLING FERROUS AND NON-FERROUS METALS.
2. BOLTS, NUTS, SCREWS, WASHERS, ANCHORS AND OTHER DEVICES REQUIRED TO COMPLETE THE WORK. SIGN CONTRACTOR SHALL USE THE SAME BASIC METAL OR ALLOY AS THE METAL FASTENED, AND FINISH TO MATCH IN COLOR AND TEXTURE. USE STAINLESS STEEL 300 SERIES ALLOY WHERE USED TO JOIN DISSIMILAR MATERIALS.

3. ALL EXPOSED FASTENERS TO BE 0.125-INCH TAMPER-RESISTANT, FLATHEAD STAINLESS STEEL SCREWS PAINTED TO MATCH ADJOINING SURFACES UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.

I. INSULATION /MATERIAL ISOLATION: SEPARATE ALL FERROUS AND NON-FERROUS METALS WITH NON-CONDUCTIVE GASKETS TO PREVENT ELECTROLYSIS. IN ADDITION TO GASKETS, PROVIDE STAINLESS STEEL FASTENERS FOR SOME CASES AS REQUIRED. WHERE METAL SURFACES WILL BE IN CONTACT WITH DISSIMILAR MATERIALS, COAT THE SURFACES WITH EPOXY PAINT OR PLATE WITH ZINC CHROMATE, OR PROVIDE OTHER MEANS OF DIELECTRIC SEPARATION AS RECOMMENDED BY MANUFACTURER TO PREVENT GALVANIC CORROSION (I.E. NEOPRENE GASKET AS AN ISOLATION MEMBRANE).

J. WELDING ELECTRODES AND FILLER METAL: PROVIDE THE ALLOY AND TYPE OF WELDING ELECTRODES AND FILLER METAL REQUIRED FOR STRENGTH, WORKABILITY, COMPATIBILITY AND COLOR MATCH AFTER GRINDING SMOOTH AND FINISHING THE FABRICATED PRODUCT.

K. ADDITIONAL MATERIAL/PROCESSES: FOR MATERIALS OR PROCESSES DESCRIBED IN THE PRECEDING LIST, THE MATERIAL AND/OR PROCESS AS DETAILED ON THE DRAWINGS SHALL BE USED IF THEY MEET OR EXCEED EQUIVALENT.

2.3 ELECTRICAL COMPONENTS

A. ELECTRICAL COMPONENTS MUST CONFORM TO APPLICABLE ELECTRICAL CODES AND THE FOLLOWING:

1. LIGHT EMITTING DIODE (LED) GENERAL LIGHTING REQUIREMENTS:

a. PROVIDE SUFFICIENT LED WATTAGE, QUANTITIES AND SPACING TO ENSURE CONTINUOUS, MAXIMUM ILLUMINATION.

b. PROVIDE LED LIGHTING PROTOTYPES TO VERIFY BRIGHTNESS AND UNIFORMITY OF LIGHTING WITH THE DESIGNER.
2. LED LIGHTING COMPONENT, COLOR AND POWER REQUIREMENTS:

a. EDGE LIGHTING – FABRICATED LINEAR WHITE LED’S 24 VAC

b. BACK LIGHTING – FABRICATED MATRIX WHITE LED’S 24 VAC

c. COLOR TEMPERATURE – CONTACT THE OWNER’S REPRESENTATIVE FOR INFORMATION.
3. HEAVY DUTY, NON-KEYED, FLUSH-MOUNTED, FUSED OR UN-FUSED DISCONNECTS. PROVIDE NEMA 1 FOR DRY LOCATIONS AND PROPER ENCLOSURE FOR OTHERS.

B. ELECTRICAL WIRING AND EQUIPMENT: PROVIDE AND INSTALL ELECTRICAL MATERIALS SUCH AS BALLASTS, TRANSFORMERS, LAMPS, SOCKETS, NEON UNITS, CONNECTORS, AND ALL OTHER EQUIPMENT WHICH SHALL BE NEW AND SHALL BE APPROVED BY UNDERWRITERS LABORATORIES, INC. THE ASSEMBLY OF ALL COMPONENTS WITHIN THE ILLUMINATED SIGNS SHALL CONFORM TO ALL STANDARDS OF UNDERWRITERS LABORATORIES, INC. AS PUBLISHED IN THE LATEST EDITION OF “STANDARDS FOR SIGN SAFETY” AND ALL ILLUMINATED SIGNS SHALL BEAR THE U.L. LABEL. ALL WIRING AND EQUIPMENT SHALL BE CONCEALED WITHIN THE SIGN STRUCTURE.

C. CONDUIT AND DEVICES: PROVIDE RIGID STEEL CONDUIT, JUNCTION BOXES AND ASSOCIATED DEVICES IN ACCORDANCE WITH APPLICABLE CODES AS REQUIRED.

D. WIRING: MINIMUM #12 AWG COPPER SHALL BE USED. HIGH-TENSION WIRING SHALL NOT BE LESS THAN GTO 15 WIRE AS MANUFACTURED BY CAROL CABLE COMPANY OR APPROVED EQUAL. ALL WIRING SHALL BE AWM 90 0 CENTIGRADE 1000 VOLT TW/MTW U.L. FILE NO. 18971. WIRING CONNECTORS FOR WIRE SPLICING SHALL BE U.L. APPROVED 1000 VOLT CAPACITY AND SHALL BE SCOTCH LOCK TYPE Y OR R OR EQUAL. ALL SPLICES SHOULD BE EASILY ACCESSIBLE FOR INSPECTION AND SHOULD BE SHOWN ON THE SHOP

DRAWINGS.

E. BALLASTS SHALL BE USED AS REQUIRED FOR INTERNALLY ILLUMINATED CABINET SIGNS, IN QUANTITY AND ARRANGEMENT AS RECOMMENDED BY BALLAST MANUFACTURER AND ACCESSIBLE FOR MAINTENANCE AND MUST BE SHOWN ON THE SHOP DRAWINGS.

F. DISCONNECT SWITCH: ALL SIGNS OR SIGN COMPONENTS WITH ELECTRICAL SERVICE SHALL BE EQUIPPED WITH AN APPROVED EXTERNAL DISCONNECT SWITCH, FLUSH MOUNTED ON THE CABINET / SIGN, WITH CIRCUITS AND CAPACITY TO CONTROL ALL PRIMARY WIRING WITHIN THE SIGN. THE LOCATION OF THE SWITCHES MUST BE SHOWN ON THE SHOP DRAWINGS AND IS SUBJECT TO APPROVAL.

G. VENTILATION: WHILE MAINTAINING A PROPER WEATHER SEAL, SIGN CONTRACTOR SHALL PROVIDE FOR SUFFICIENT VENTILATION OF SIGN COMPONENTS TO PREVENT OVERHEATING OR WARPING; ALLOWING FOR COLOR OF SIGN, MOUNTING SURFACE, CLIMATE CONDITIONS, ETC. IN PROVIDING FOR VENTILATION, SIGN CONTRACTOR SHALL PROTECT SIGN FROM ELEMENTS (RAIN, WIND, DEBRIS, ETC.) THAT MIGHT CAUSE OPERATIONAL OR CLEANING PROBLEMS. SIGNS / CABINETS WITH LIGHT LEAKS WILL NOT BE ACCEPTED. SIGN CONTRACTOR SHALL UTILIZE STAINLESS STEEL BUG MESH SCREEN FOR INTEGRATION WITH WEEP HOLES OR VENT / LOUVERS ON THE SIGNS TO PREVENT INSECT MIGRATION INTO ILLUMINATED SIGNS.

2.4 FINISHING MATERIALS

A. LINEAR POLYURETHANE COATINGS: PROVIDE THE FOLLOWING, OR OTHER PRODUCTS AS APPROVED EQUAL:

1. ACRYLIC LINEAR POLYURETHANE ENAMEL: TWO COMPONENTS, ACRYLIC ALIPHATIC ISOCYANATE / ACRYLIC POLYURETHANE HAVING ULTRAVIOLET (UV) INHIBITORS AND ENGINEERED FOR EXTERIOR APPLICATION BY MATTHEWS PAINT COMPANY OR APPROVED EQUAL.
2. PRIMER FOR ALUMINUM: TWO PART COMPONENT PRIMER: ONE-COAT MATTHEWS 74-734 AND 74-735 METAL PRETREAT AT. 25 MILS DRY FILM THICKNESS OR ONE-COAT MATTHEWS 74-793 SPRAY BOND AT .15 TO .25 MILS DRY FILM THICKNESS OR WYANDOTTE /AKZO GRIP-GUARD WASH PRIMER (2AFY-31284) WITH GRIP-GUARD WASH PRIMER HARDENER (10AFK-31285) COMBINED AND APPLIED PER MANUFACTURER’S SPECIFICATIONS OR APPROVED EQUAL (PRIMER) FOR THE APPLICATION OF THE PRE-APPROVED AND PRE-FORMULATED PAINT SYSTEM.
3. PRIMER FOR STEEL: TWO PART COMPONENT PRIMER: ONE-COAT MATTHEWS 74-734 AND 74-735 METAL PRETREAT AT .25 MILS DRY FILM THICKNESS OR WYANDOTTE / AKZO GRIP-GUARD WASH PRIMER (2AFY-31284) WITH GRIP-GUARD WASH PRIMER HARDENER

(10AFK-31285) COMBINED AND APPLIED PER MANUFACTURER’S SPECIFICATIONS OR APPROVED EQUAL (PRIMER) FOR THE APPLICATION OF THE PRE- APPROVED AND PRE-FORMULATED PAINT SYSTEM.

4. CLEAR SEALERS: CRYSTAL CLEAR MATTE POLYURETHANE SEALERS BY MATTHEWS PAINT CO. OR APPROVED EQUAL. SEALERS ARE TO RESIST RUST AND CORROSION ASSOCIATED WITH EXPOSURE TO SALT AIR. AS REQUIRED AND OF HIGHEST QUALITY AVAILABLE, APPLIED PER MANUFACTURER’S SPECIFICATIONS.
5. PREPARATION: SURFACES TO RECEIVE THE GRAPHIC MARKINGS SHALL BE CLEAN, DRY, AND OTHERWISE MADE READY FOR APPLICATION OF THE MATERIALS. ACCURATELY MEASURE AND LAY OUT THE REQUIRED MARKING CONFIGURATIONS AS INDICATED ON THE DRAWINGS.
6. ANODIZED ALUMINUM COMPONENTS / PANELS: IF REQUIRED, SIGN CONTRACTOR SHALL PROVIDE ANODIZED (APPLICATION OF ALUMINUM OXIDE FILM COATING IN CLEAR OR COLORED DYE FINISH) ALUMINUM PANELS OR PARTS TO MATCH EXECUTIVE ARCHITECT’S COLOR, GRAIN, FINISH AND SPECIFICATIONS, OR AS SPECIFIED ON THE



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Final design and preparation of components indicated including all details of materials, fabrication, assembly, and construction to provide accurate and complete information for the fabricator.

Final design and preparation of components indicated including all details of materials, fabrication, assembly, and construction to provide accurate and complete information for the fabricator.

Construction references in other trades, including but not limited to, electrical, plumbing, and mechanical, shall be provided by the fabricator.

Verification of conditions in field prior to submission of shop drawings and production of components shall be the responsibility of the fabricator.

Attention: For approval by Younts Design prior to fabrication and installation, including but not limited to shop drawings and production of components, the fabricator shall provide verification of conditions in field prior to submission of shop drawings and production of components.

DRAWINGS.

7. PAINTED OR SILK-SCREENED GRAPHICS: ALL GRAPHICS SHALL BE APPLIED USING PHOTO PROCESSED SCREENS FROM CAMERA READY ART, ARRANGED TO FURNISH SHARP AND SOLID IMAGES WITHOUT BUILD-UP OR BLEEDING OF THE COATING. COMPLY WITH COATING MANUFACTURER'S APPLICATION INSTRUCTIONS. PROVIDE PROPER TYPE OF PRIMER TO SUIT EACH SUBSTRATE AND OBTAIN A PERMANENT BOND. VERIFY COMPATIBILITY OF EACH SUBSTRATE WITH THE COATINGS TO BE USED IN THE WORK. APPLY THE MARKINGS WITH NEAT EDGES, MINIMUM 3 MILS (0.075 MM) DRY FILM THICKNESS AND AS REQUIRED TO OBTAIN SOLID MARKINGS WITHOUT VOIDS.
8. ACID-ETCHED GRAPHICS AND TYPOGRAPHY: ACID-ETCHED TYPOGRAPHY AND GRAPHIC IMAGERY MUST BE AN AVERAGE OF 1/16" DEEP, WITH CLEAN, CRISP, SHARP EDGES; RAGGED OR SOFT (POLISHED OUT) EDGES WILL BE REJECTED. ACID BATHS USED FOR ETCHING SHOULD BE FRESH AND USED IN AN ENVIRONMENT AND TEMPERATURE THAT WILL PROVIDE THE HIGHEST QUALITY ETCHED IMAGES.

2.5 FABRICATION OF SIGNS AND SUPPORTS

- A. GENERAL: PROVIDE CUSTOM MANUFACTURED SIGN ASSEMBLIES, COMPONENTS COMPLETELY FABRICATED AND FINISHED AT FACTORY BEFORE DELIVERY TO THE PROJECT SITE. CONSTRUCT TO ACCURATE DETAIL AND DIMENSIONS AS SHOWN ON THE DRAWINGS AND AS REVIEWED ON APPROVED SHOP DRAWINGS. FIT AND ASSEMBLE THE WORK AT THE SHOP AND MARK THE COMPONENTS AS REQUIRED TO FACILITATE ASSEMBLY DURING INSTALLATION. MINIMUM MATERIAL THICKNESS IS TO BE 0.090 INCHES. CONCEAL WIRING, CONDUIT AND OTHER ELECTRICAL ITEMS WITHIN SIGN ENCLOSURES.
- B. LETTERING: ALIGN LETTER FORMS TO MAINTAIN A BASELINE PARALLEL TO THE SIGN FORMAT. MAINTAIN MARGINS AS INDICATED ON THE DRAWINGS.
- C. SEAMS AND JOINTS: THE SIGN CONTRACTOR SHALL CUT WALLS AND FLOORS CAREFULLY AND NEATLY REPAIR THEM IN AN ACCEPTABLE MANNER. SIGN CONTRACTOR SHALL CONSULT THE ARCHITECT OF RECORD IN CASES WHERE CUTTING INTO A STRUCTURAL PORTION OF THE BUILDING IS REQUIRED, SO THAT SATISFACTORY REINFORCEMENT MAY BE PROVIDED. ADDED JOINTS SHALL BE GROUND-FILLED AND FINISHED FLUSH AND SMOOTH WITH ADJACENT WORK. SUCH SEAMS SHALL BE INVISIBLE AFTER FINAL FINISH HAS BEEN APPLIED. SPOT-WELDED JOINTS SHALL NOT BE VISIBLE ON EXTERIOR OF SIGNS AFTER FINAL FINISH HAS BEEN APPLIED. NO GAPS, LIGHT LEAKS, WAVES, OR OIL-CANNING WILL BE PERMITTED IN WORK. IF ANY OF THESE ARE EVIDENT, THE SIGN CONTRACTOR WILL BE REQUIRED TO CORRECT ITS WORK OR CONSTRUCT A NEW SIGN AT NO ADDITIONAL COST TO THE OWNER.
- D. METAL SIGNS AND SUPPORTS: FABRICATE EXPOSED SURFACES UNIFORMLY FLAT AND SMOOTH, WITHOUT DISTORTION, PITTING, OR OTHER BLEMISHES. FORM EXPOSED METAL EDGES TO A SMOOTH RADIUS. PERMANENTLY BOND THE LAMINATED METAL COMPONENTS AND HONEYCOMB CORE WITH ADHESIVE OR SEALANT IN ACCORDANCE WITH PRODUCT MANUFACTURER'S RECOMMENDATIONS. GRIND EXPOSED WELDS AND ROUGH AREAS TO MAKE FLUSH WITH ADJACENT SMOOTH SURFACES.
- E. WELDING: MAKE WELDS CONTINUOUS. COMPLY WITH AMERICAN WELDING SOCIETY, ALUMINUM ASSOCIATION, AND COPPER DEVELOPMENT ASSOCIATION STANDARDS FOR THE TYPE OF METALS USED.
- F. FASTENERS: USE EXPOSED FASTENERS ONLY IF SHOWN ON THE DRAWINGS. PERFORM DRILLING AND TAPPING AT THE SHOP.
- G. CASTINGS: EXPOSED SURFACES SHALL BE UNIFORMLY FREE FROM POROSITY AND ROUGHNESS. EDGES SHALL BE FILLED AND GROUND SMOOTH. FACES SHALL BE CHEMICALLY-ETCHED AND MECHANICALLY-POLISHED FOR THE FINISHES AS SPECIFIED ON THE DRAWINGS.
- H. GALVANIZING: STEEL COMPONENTS IN EXTERIOR CONSTRUCTION, AND WHERE NOTED ON THE DRAWINGS, SHALL BE GALVANIZED. COMPLETE THE SHOP FABRICATION

- PRIOR TO APPLICATION OF THE ZINC COATING. REMOVE MILL SCALE AND RUST, CLEAN AND PICKLE THE UNITS AS REQUIRED FOR PROPER PRETREATMENT OF THE SURFACES.
- I. HARDWARE: PROVIDE ALL INCIDENTAL HARDWARE NECESSARY FOR THE PROPER FUNCTIONING OF SIGNS. EXTERNAL HARDWARE SHALL CONFORM TO THE EXTERNAL APPEARANCE OF THE SIGN.
- J. SUPPORTS AND BACKING IN WALLS: SIGN CONTRACTOR SHALL PROVIDE ENGINEERED SIGN SUPPORTS ANCHORED TO BUILDING STRUCTURE WHERE REQUIRED AND TO MEET REQUIREMENTS OF APPLICABLE BUILDING CODES. SUPPORT OR BACKING REQUIRING INSTALLATION WITHIN THE BUILDING WALL CONSTRUCTION SHALL BE IMMEDIATELY RELAYED TO THE ARCHITECT OF RECORD AND OWNER'S REPRESENTATIVE FOR FIELD COORDINATION. SIGN CONTRACTOR SHALL MEET WITH THE GENERAL CONTRACTOR TO REVIEW ALL REQUIREMENTS.
- K. ACCESS DOORS AND FRAMES: ACCESS DOORS AND FRAMES SHALL BE FLUSH WITH THE MATERIAL IN WHICH THEY OCCUR, UNLESS OTHERWISE SPECIFIED. ACCESS DOORS AND FRAMES SHALL BE PROVIDED UPON PRIOR WRITTEN-APPROVAL OF THE ARCHITECT. EACH TRADE PROVIDING ACCESS DOORS AND FRAMES SHALL VERIFY THE NEED FOR FIRE-RATED DOORS ON THE DRAWINGS. ACCESS DOORS IN WALLS, PARTITIONS OR CEILINGS SHALL BEAR UL FIRE-RATED LABELS OF SAME FIRE RATING. IF ACCESS DOORS AND FRAMES ARE REQUIRED TO BE EXPOSED TO VIEW, THEY SHALL MATCH THE ADJACENT FINISHES OF THE SURFACE TO WHICH THEY ARE TO BE INSTALLED, UNLESS OTHERWISE SPECIFIED. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL FOR LOCATION OF EACH ACCESS DOOR PRIOR TO PLACEMENT.
- L. ACOUSTICAL REQUIREMENTS: CERTAIN PARTITION, FLOOR AND CEILING ASSEMBLIES ARE REQUIRED TO HAVE SOUND ABSORPTION AND SOUND TRANSMISSION LOSS CHARACTERISTICS AS REQUIRED IN THE SPECIFICATION SECTIONS OR AS INDICATED ON THE DRAWINGS. THE SIGN CONTRACTOR SHALL COORDINATE HIS WORK IN CONSTRUCTING THESE ASSEMBLIES AND THAT OF OTHER CONTRACTORS WHOSE WORK ADJOINS, CONNECTS TO, OR PENETRATES THESE ASSEMBLIES TO ASSURE THAT SUCH WORK DOES NOT REDUCE ACOUSTICAL CHARACTERISTICS OF THE ASSEMBLIES.

PART 3 EXECUTION

3.1 VERIFICATION OF CONDITIONS

- A. INSPECT ALL SURFACES TO RECEIVE THE WORK, AND REPORT ALL DEFECTS WHICH WOULD INTERFERE WITH INSTALLATION OF THE WORK.
- B. STARTING THE WORK IMPLIES ACCEPTANCE OF SURFACES AS SATISFACTORY.
- C. VERIFY ALL CONDITIONS AND SIGN DIMENSIONS IN FIELD PRIOR TO SIGN FABRICATION AND REVIEWED WITH THE ARCHITECT. SIGN CONTRACTOR IS TO REVIEW AND STUDY ARCHITECTURAL, LANDSCAPE, LIGHTING, ELECTRICAL AND RELATED PLANS TO ENSURE THAT ALL PROPOSED SIGNS CAN BE INSTALLED AND SUPPORTED.

3.2 INSTALLATION

- A. INSTALL THE WORK UPON ACCEPTANCE BY THE OWNER OF MATERIAL AND SUBSTANTIAL COMPLETION OF THE PROJECT SITE TO RECEIVE SUCH MATERIALS.
- B. SPECIAL PRECAUTIONS: GUARD AGAINST DAMAGING EXISTING PAVEMENTS AND PLANTING WHERE THE WORK IS TO BE INSTALLED.
- C. FOOTINGS BENEATH TOPPING SURFACE SHALL BE INSTALLED AND LOCATED PRIOR TO TOP SURFACE INSTALLATION.
- D. PRIOR TO INSTALLATION, CHECK ALL COMPONENTS, NUTS, BOLTS, AND OTHER CONNECTIONS FOR PROPER ALIGNMENT, FIT AND ANY DAMAGE. REPLACE DAMAGED OR DEFECTIVE COMPONENTS.

- E. PRIOR TO INSTALLATION, CONFIRM ALL ELECTRICAL LOCATIONS AND REQUIREMENTS WITH THE OWNER.

3.3 CLEAN UP

- A. KEEP AREAS OF THE WORK CLEAN, NEAT AND ORDERLY AT ALL TIMES. CLEAN SURFACES, INSIDE AND OUT. USE APPROVED CLEANERS IF NECESSARY TO REMOVE DIRT.
- B. PROTECTIVE COVERINGS AND STRIPPABLE FILMS SHALL BE REMOVED AT A TIME THAT WILL AFFORD THE GREATEST PROTECTION OF THE FURNITURE. SURFACES SHALL BE CLEANED TO REMOVE EXCESS GLAZING AND SEALANT COMPOUNDS, DIRT, AND OTHER SUBSTANCES.
- C. UPON COMPLETION OF THE WORK, AND BEFORE FINAL ACCEPTANCE, REMOVE TOOLS, SURPLUS MATERIALS, APPARATUS, AND DEBRIS FROM THE PROJECT SITE. LEAVE THE PROJECT SITE IN A NEAT, CLEAN CONDITION, ACCEPTABLE TO THE OWNER. WASH, CLEAN, AND LEAVE PAVED AREAS WITHOUT STAINS.

3.4 FINAL INSPECTION AND ACCEPTANCE

- A. UPON COMPLETION OF THE WORK, A FINAL INSPECTION FOR ACCEPTANCE WILL BE PERFORMED BY THE OWNER.
- B. ALL MOCK-UPS AND UNUSED SUBMITTALS SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL ACCEPTANCE.
- C. SUBMIT OPERATION MANUALS, TOOLS, AND KEYS AS SPECIFIED IN THIS SECTION.



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443.825.4109

Package Name
Irvine Nature Center
SHA and Replacement Signs

Phase
Design Intent

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Project Schedule:

Bids to be sent to Courtney Sagal sagalc@explorenature.org at Irvine Nature Center by March 21, 2024. Copy nicole@yountsdesign.com

The contract will be awarded on March 26, 2024.

Shop drawings and samples must be submitted by April 8, 2024 for approvals to be recieved by April 12, 2024.

All signage must be installed by June 30, 2024.

PROJECT SCHEDULE



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Field design and verification of components indicated including all aspects of materials, construction, and installation. Verification of materials and construction to be provided by the fabricator. The client is responsible for the function, and construction to power and data connections as specified by the manufacturer and building codes.

Verification of materials in field prior to submission of drawings and production of materials. Verification of materials and construction to be provided by the fabricator.

Responsible for approval of design and installation, including but not limited to shop drawings and materials. Verification of materials and construction to be provided by the fabricator.

PAINT ALL PAINT TO BE MATTHEWS SATIN. PROVIDE SAMPLES.




P1

IRVINE GREEN
TO MATCH PMS 362 C



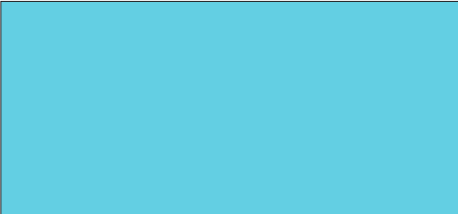
P2

BROWN
TO MATCH PMS 462 C



P3

BLACK



P7

LIGHT BLUE
TO MATCH PMS 310 C




P10

DARK BLUE
TO MATCH PMS 7706 C




P12

LIGHT BROWN
TO MATCH PMS 466 C




P13

PINK
TO MATCH PMS 703 C



P14

DARK GREEN
TO MATCH PMS 342 C



P18

TEAL
TO MATCH PMS 3272 C




P19

DARK RED
TO MATCH PMS 697 C



P20

HOT PINK
TO MATCH PMS 2038 C



P21

IRVINE BEIGE
TO MATCH PMS 155 C

VINYL SAME VINYL SPEC TO BE USED AS WAS USED ON BAUER PROPERTY SIGNS



V1

MATTE WHITE VINYL

MATERIAL SCHEDULE



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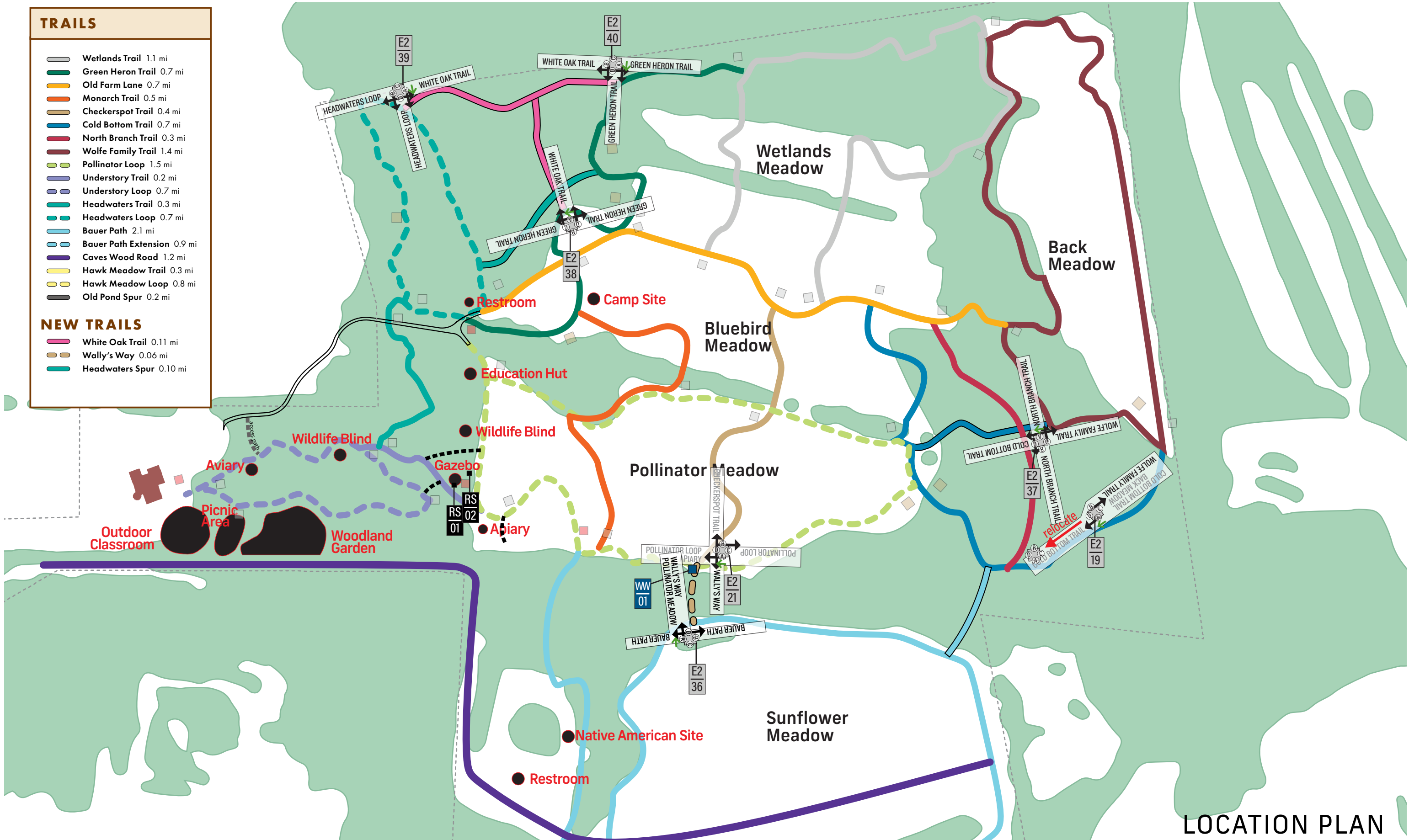
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LOCATION PLAN



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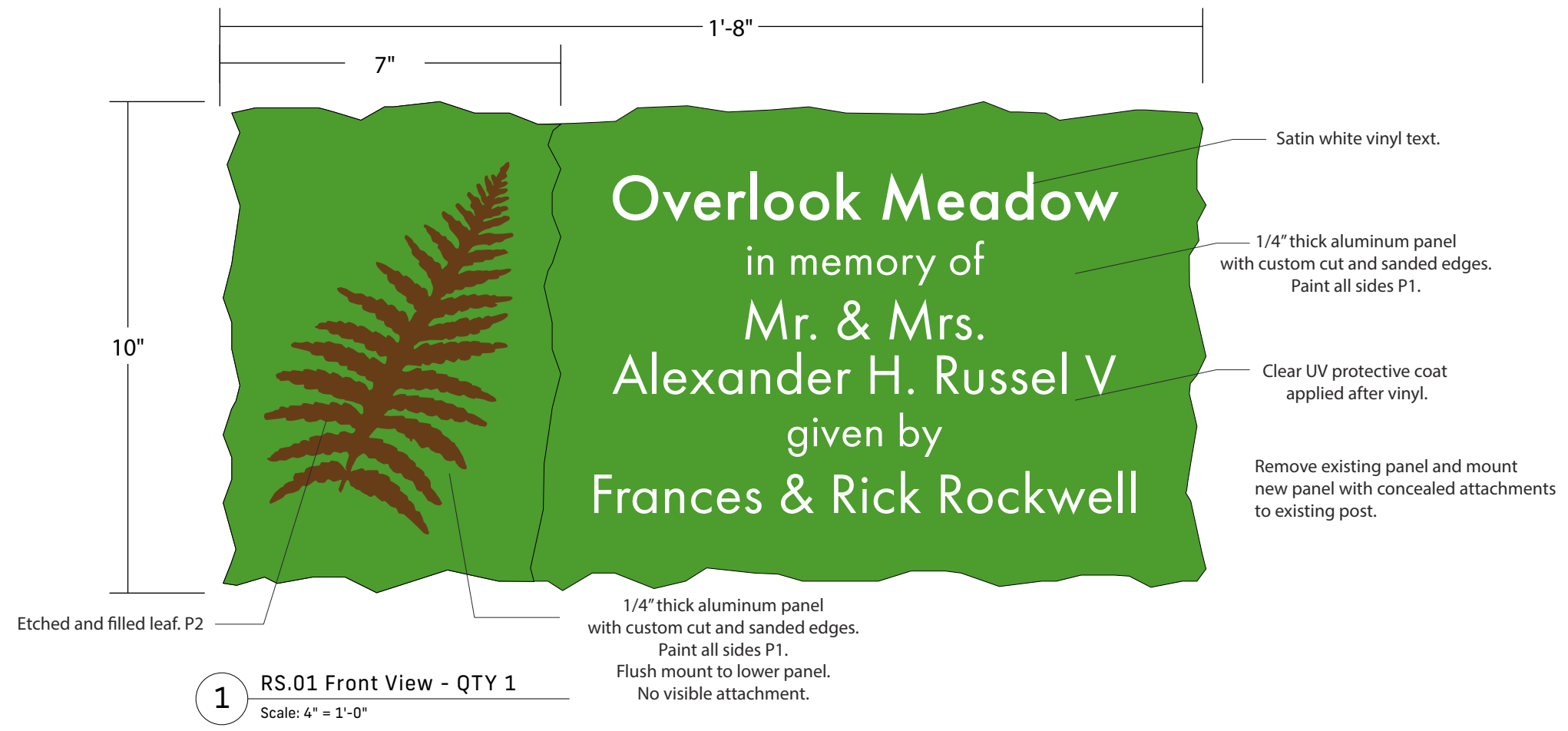
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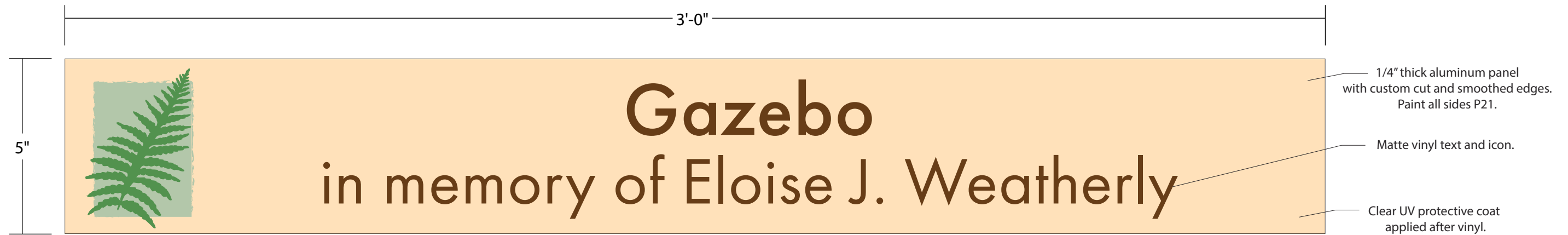
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Current conditions for reference.
Field verification prior to fabrication required.

RS.01



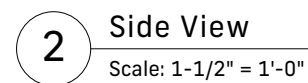
1 RS.02 Front View - QTY 1
Scale: 4" = 1'-0"

Remove existing panel and mount new panel with concealed attachments in the same location.



Current conditions for reference.
Field verification prior to fabrication required.

RS.02



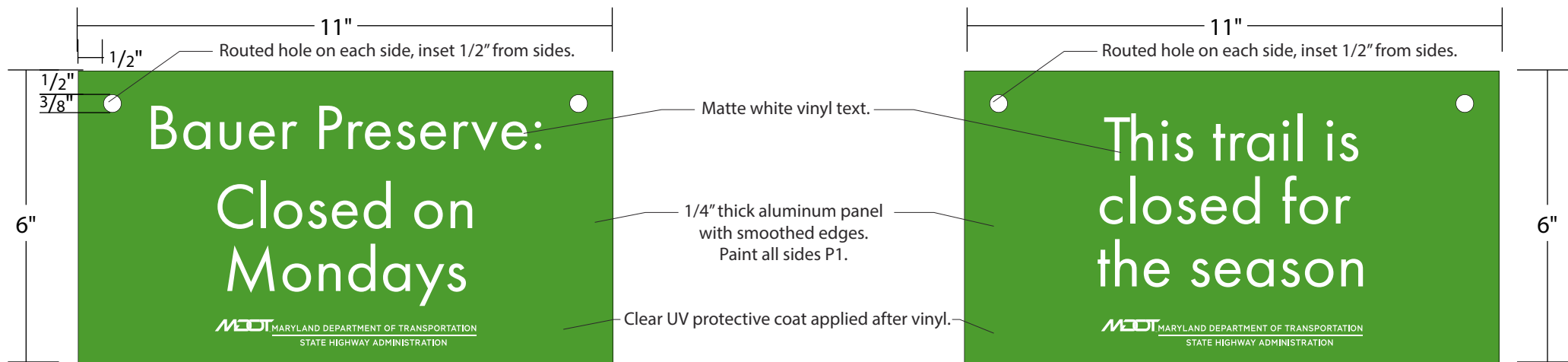
WW.01

Field design and verification of components indicated including all aspects of mounting, hardware, and materials. Verify all dimensions and materials are as specified by the manufacturer.

Theoretical capacity, electrical function, and connections to power source as indicated by the manufacturer and manufacturer.

Verification of conditions in field prior to submission of drawings and production of drawings.

Resubmission for approval to Younts Design prior to fabrication and installation, including but not limited to shop drawings, all drawings, and all drawings of all drawings and all drawings.

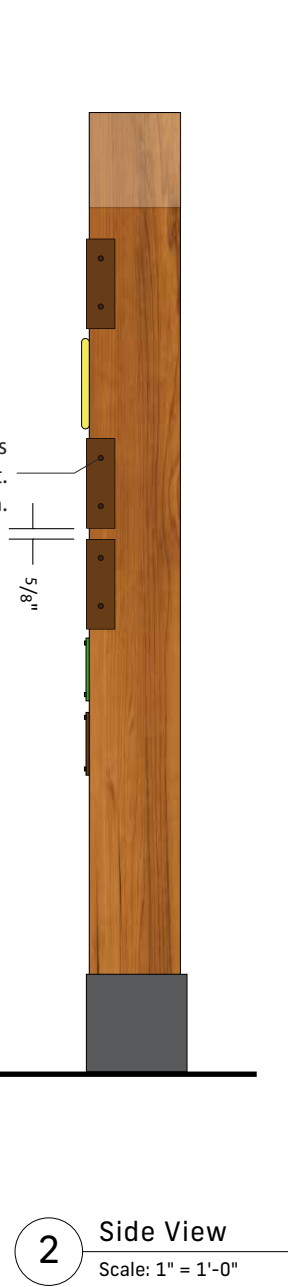
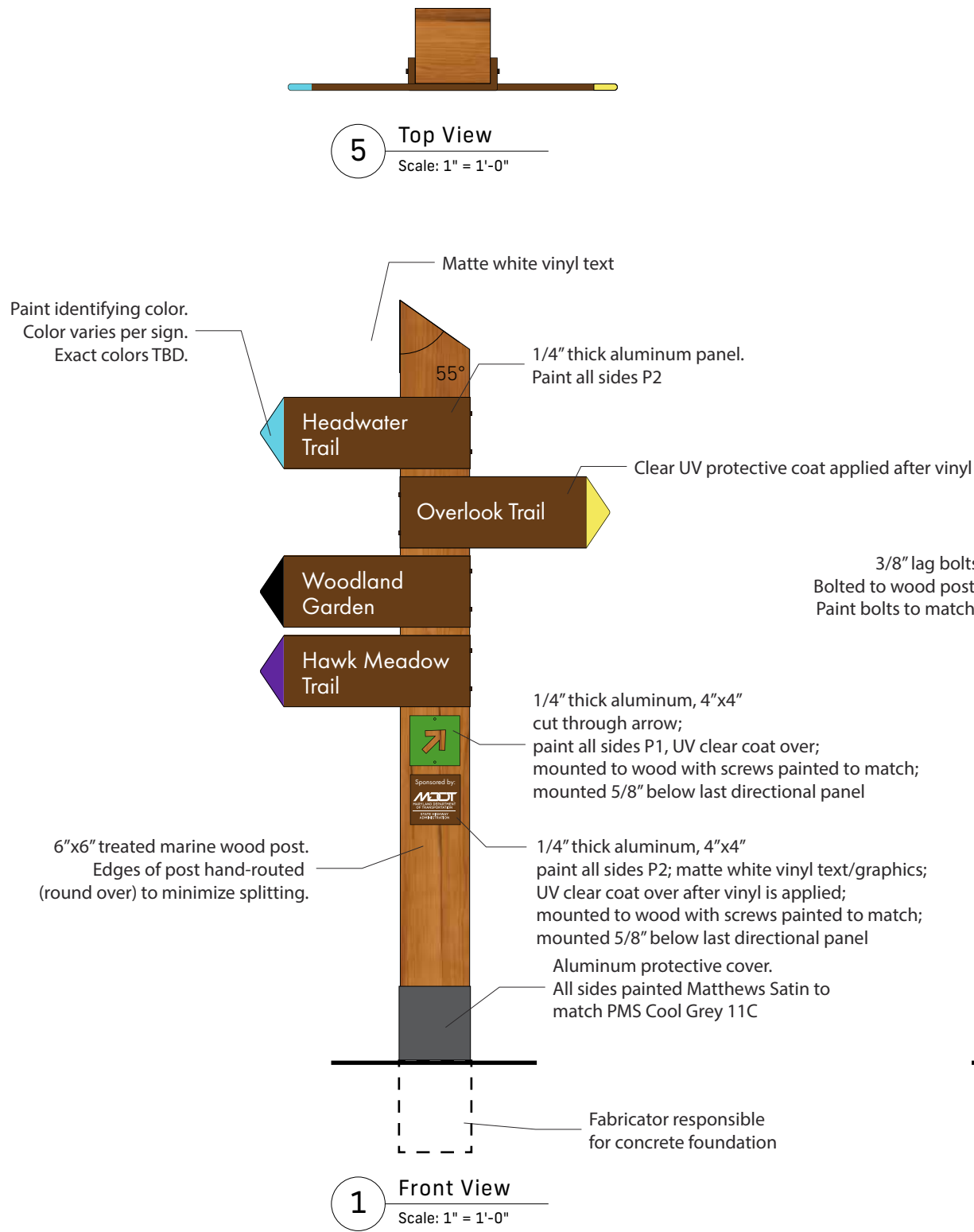


1 TC.01 Front View - QTY 4
Scale: 4" = 1'-0"

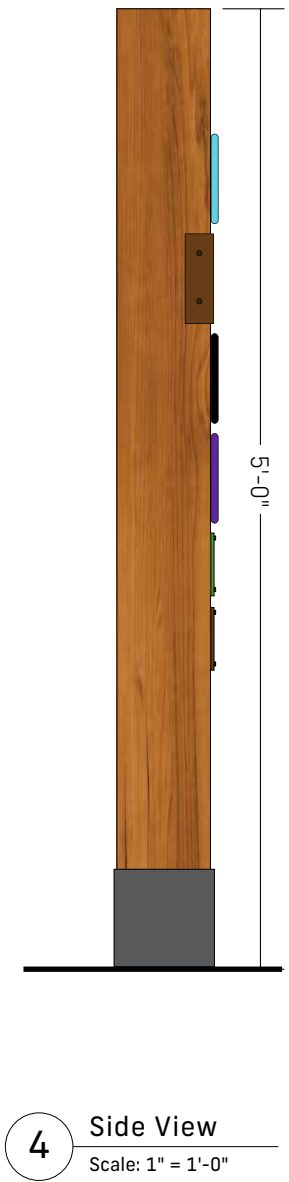
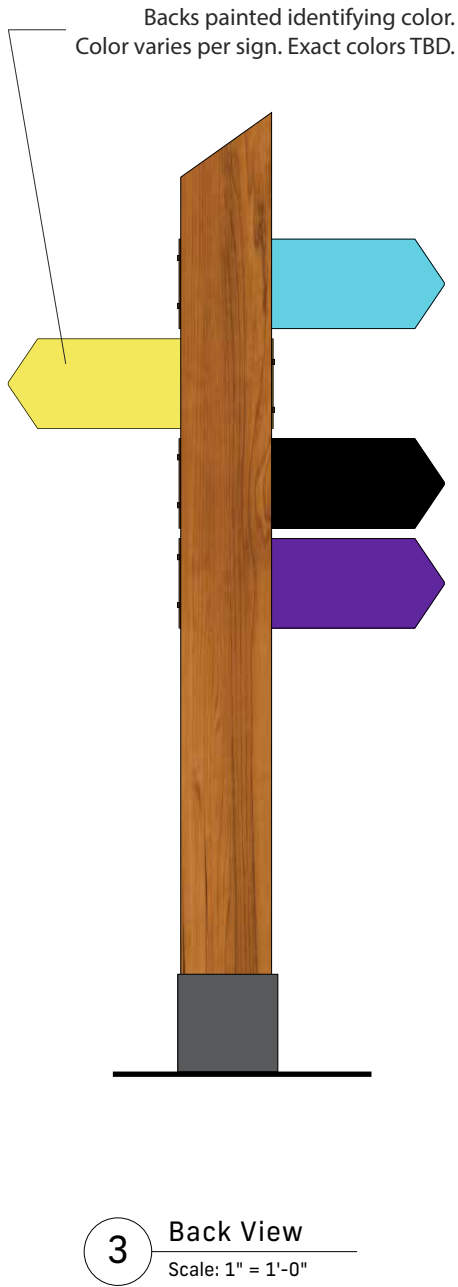
2 TC.02 Front View - QTY 3
Scale: 4" = 1'-0"

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Colors and text are placeholders. Final messages and artwork will be provided before fabrication.

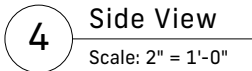
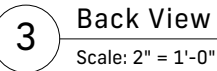
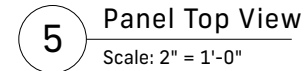


Quantity:
5 new signs
1 new directional panel & SHA logo panel added to existing sign
1 existing sign moved & 1 new directional panel & SHA logo panel added

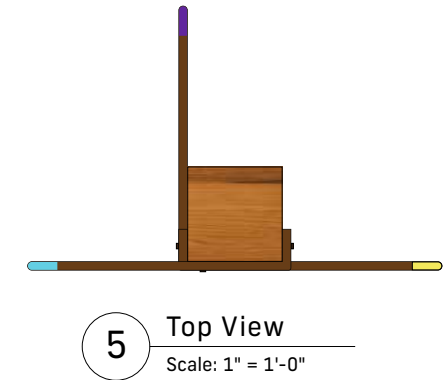




Not For Construction | For Design Intent Only | Field Verification Required | Sign Fabricator is responsible for:



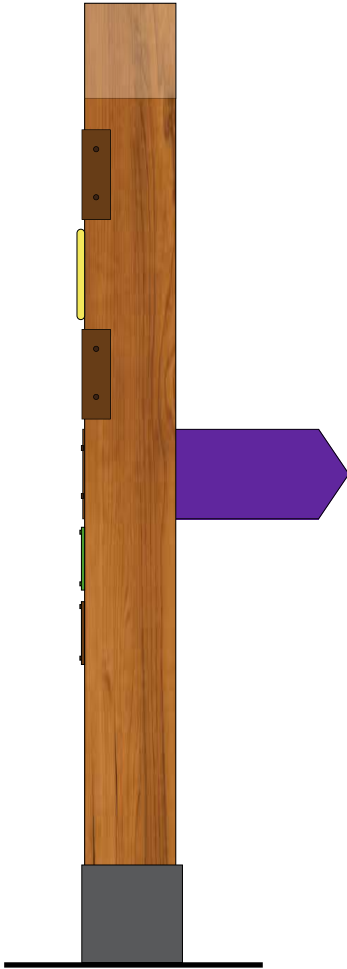
Colors and text are placeholders. Final messages and artwork will be provided before fabrication.



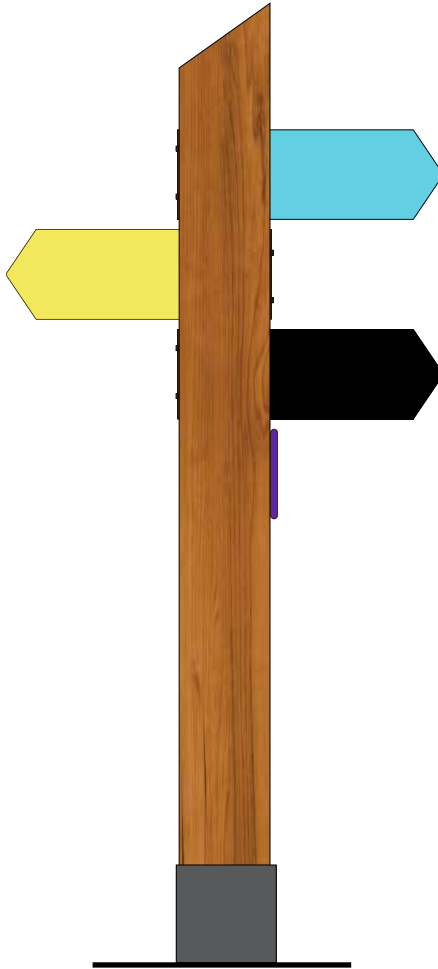
5 Top View
Scale: 1" = 1'-0"



1 Front View
Scale: 1" = 1'-0"



2 Side View
Scale: 1" = 1'-0"



3 Back View
Scale: 1" = 1'-0"



4 Side View
Scale: 1" = 1'-0"

Field design and preparation of components indicated including all aspects of mounting, hardware, anchoring and installation.

Theoretical capacity, electrical function, and connections to power and ground are shown as specified by manufacturer.

Condition with connections in stress tests, including but not limited to wind, seismic, and impact.

Verification of conditions in field prior to submission of final drawings and production of components.

Respective for approval by Younts Design prior to fabrication and installation, including but not limited to shop drawings, field drawings, and all other documents, specifications and samples of materials, methods, equipment and processes.



Irvine Nature Center
11201 Garrison Forest Rd.
Owings Mills, MD 21117
443.738.9200

**Y
D
I** **YOUNTS DESIGN INC.**
3600 Clipper Mill Rd. Suite 410
Baltimore, MD 21211
443.825.4100

Drawn By
NICOLE HOVERMALE | *Designer*
nicole@yountsdesign.com
443.825.4109

Package Name
Irvine Nature Center
SHA and Replacement Signs

Phase
Design Intent

02/28/24

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16

E2

MESSAGE SCHEDULE

Message schedule subject to minor changes. YDI will provide final messages and art by March 26, 2024.

Field design and fabrication of components indicated including all aspects of message, message location, mounting and installation.

Theoretical capacity, electrical function, and connections to power are shown for informational purposes only. Actual capacity, function, and connections as specified by the manufacturer.

Conditions with accessories in other trades, including but not limited to, electrical, structural, and landscaping.

Verification of conditions in field prior to submission of final drawings and production of signs.

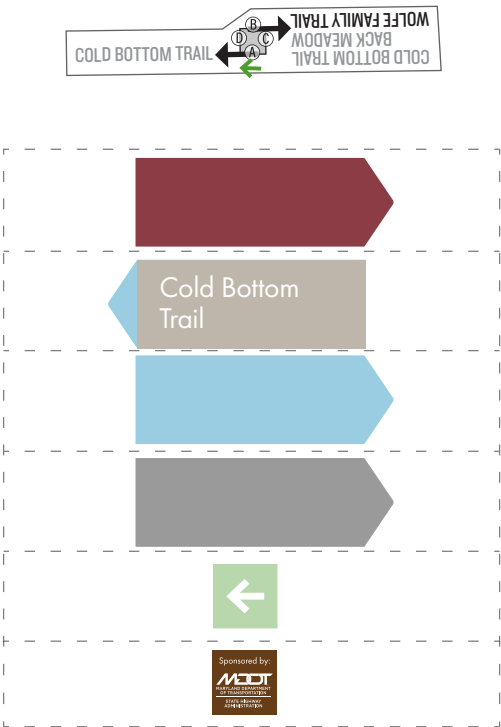
Resumes for approval by Younts Design prior to fabrication and installation, including but not limited to shop drawings and photos of existing conditions in the field. All drawings and photos are for informational purposes only and are not to be used for any other purpose.

E2

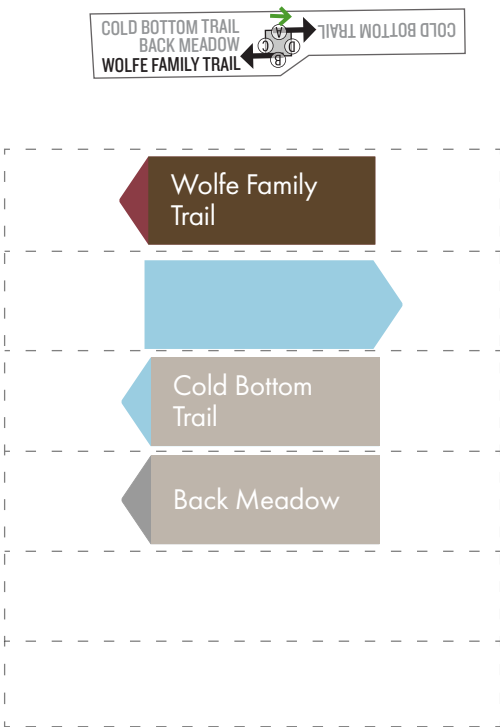
19



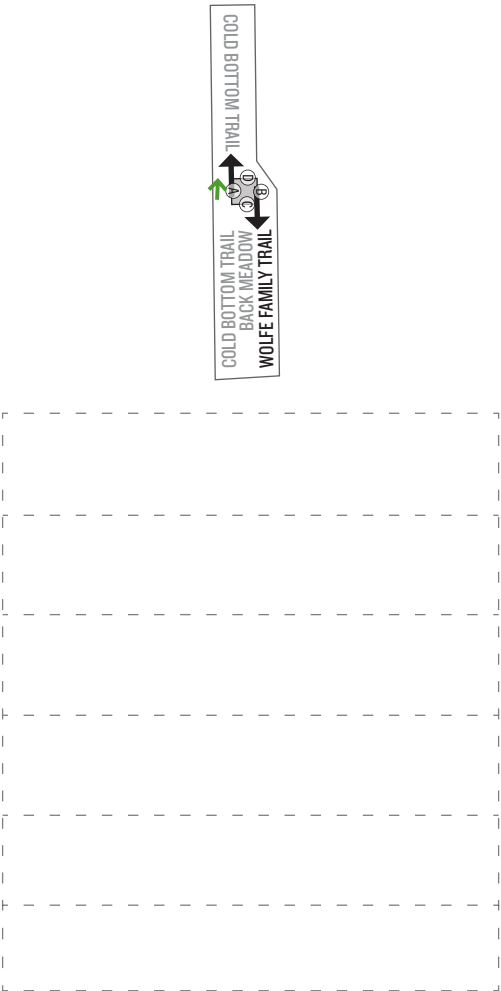
Current conditions for reference.
Field verification prior to fabrication required.



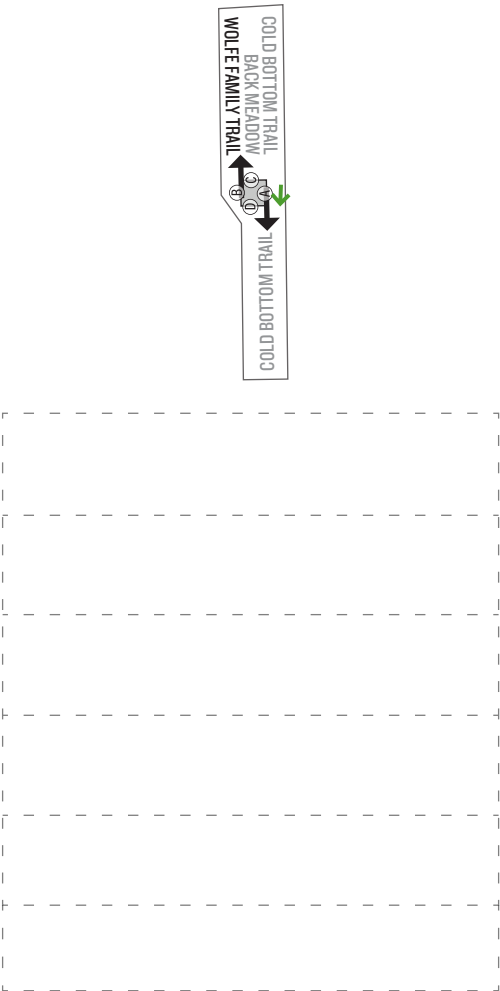
E2.19
View A



E2.19
View B (back of View A)



E2.19
View C



E2.19
View D (back of View C)

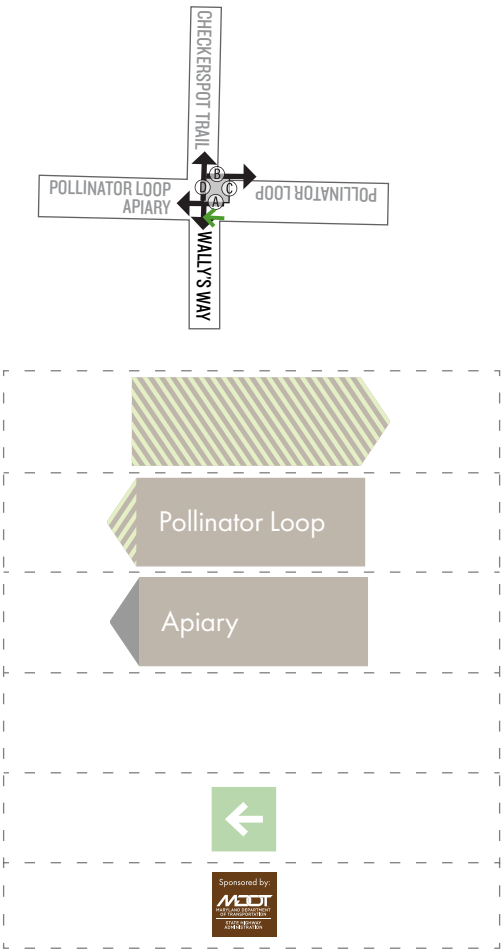
KEY
EXISTING - GREYED OUT MESSAGE & ART
NEW - BLACK MESSAGE & FULL COLOR ART

Field design and engineering of components indicated including all aspects of mounting, hardware, anchoring and installation.
The client accepts electrical function, and connections to power supplied by the owner.
Conditions with respect to in other trades, including but not limited to structural and landscaping.
Verification of conditions in field prior to submission of drawings and production of signs.
Responsible for approval to fabricate and installation, including but not limited to shop drawings and all permits, including but not limited to all permits and approvals.

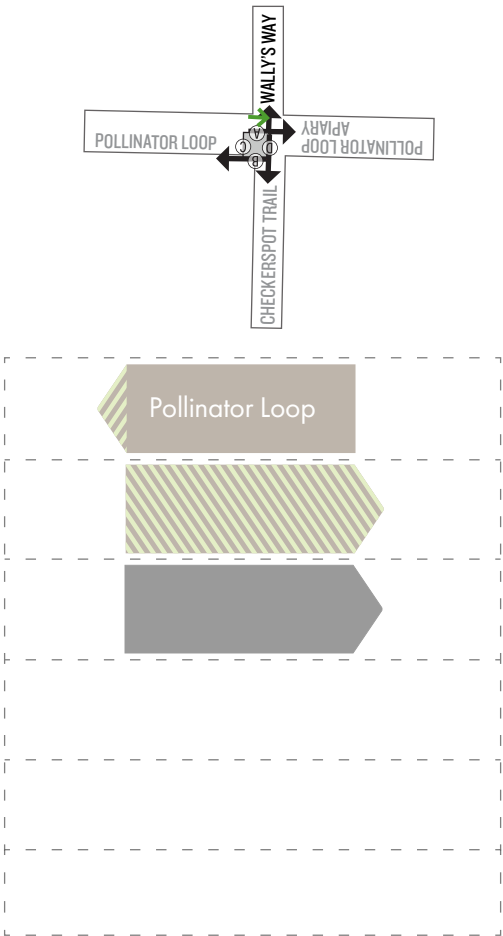
E2
21



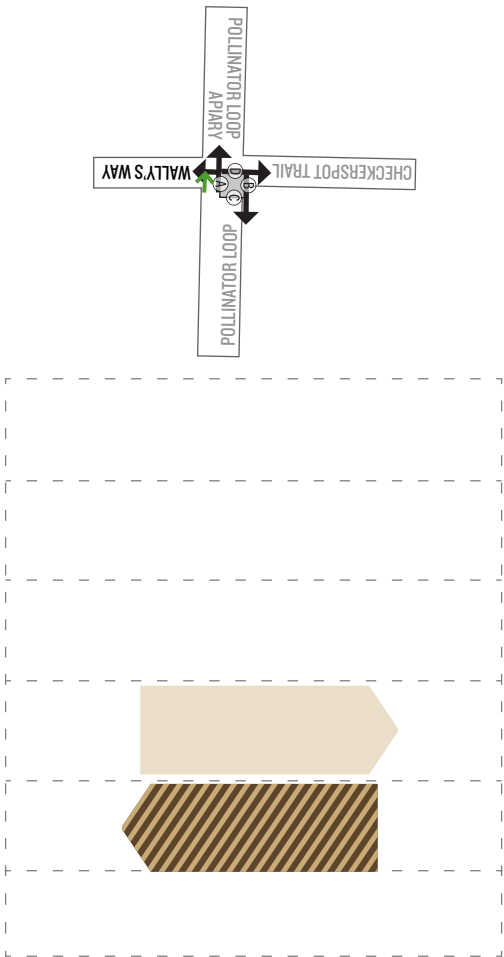
Current condtions for reference.
Field verification prior to fabrication required.



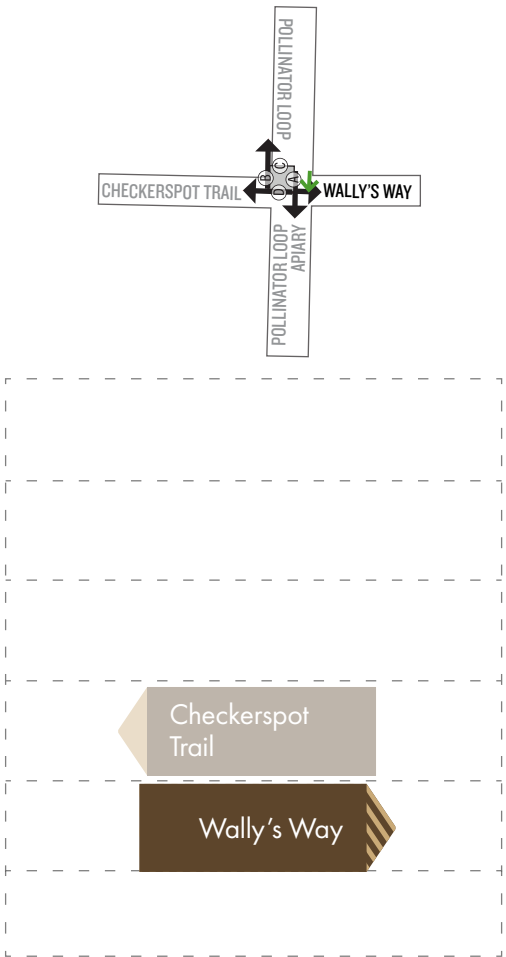
E2.21
View A



E2.21
View B (back of View A)

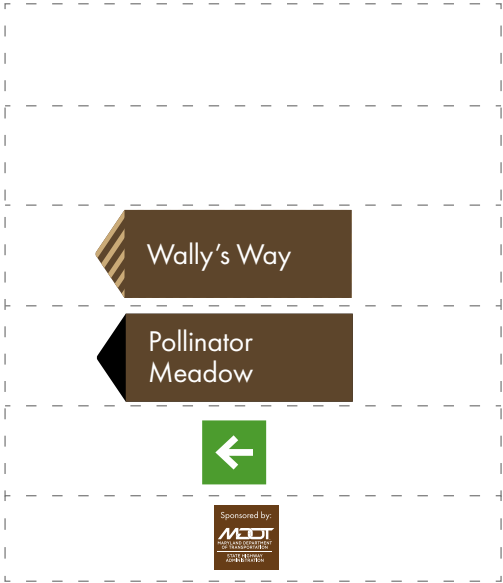


E2.21
View C (back of View D)

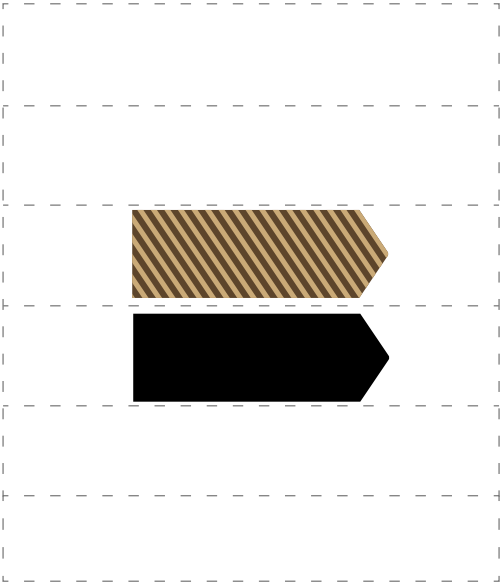
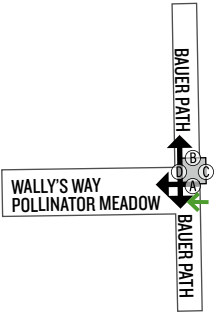


E2.21
View D

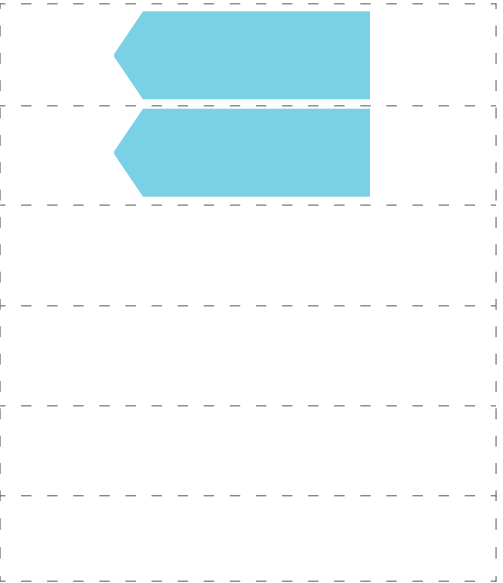
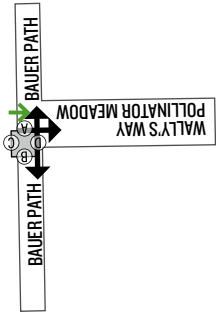
KEY
EXISTING - GREYED OUT MESSAGE & ART
NEW - BLACK MESSAGE & FULL COLOR ART



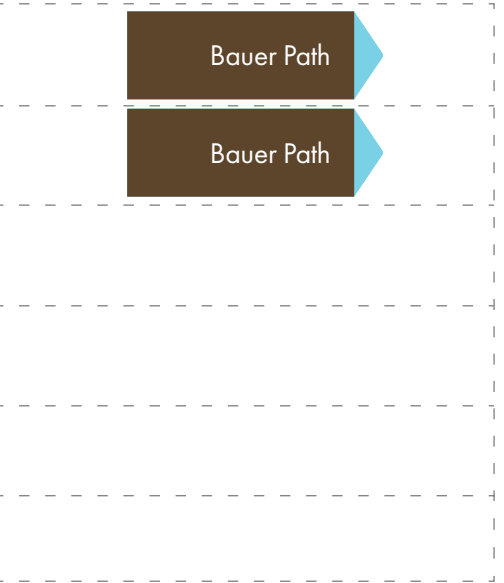
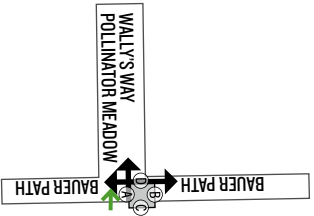
E2.36



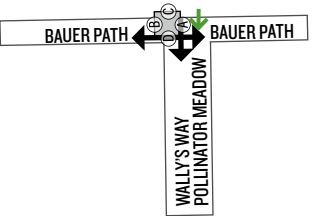
E2.36



E2.36



E2.36



Field design and engineering of components indicated including all aspects of mounting, location, anchoring and siting.

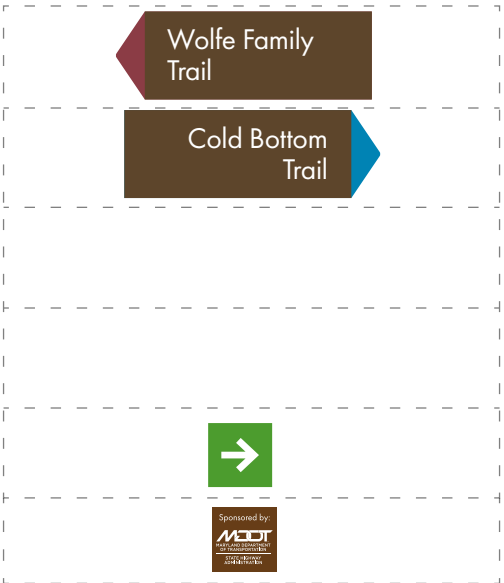
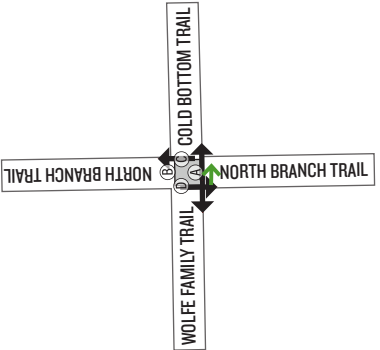
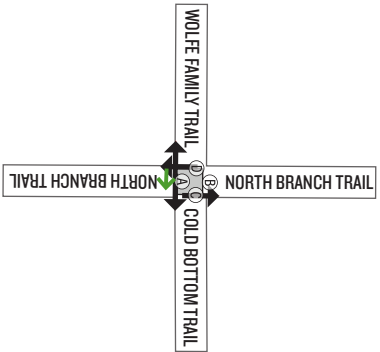
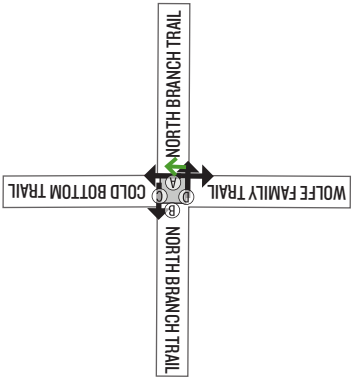
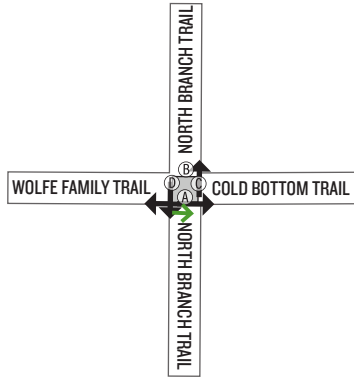
Theoretical capacity, electrical function, and connections to power are shown for informational purposes only and are not intended to be used as a basis for construction or operation.

Conditions with accessories in other trades, including but not limited to, electrical, mechanical, and plumbing, are shown for informational purposes only and are not intended to be used as a basis for construction or operation.

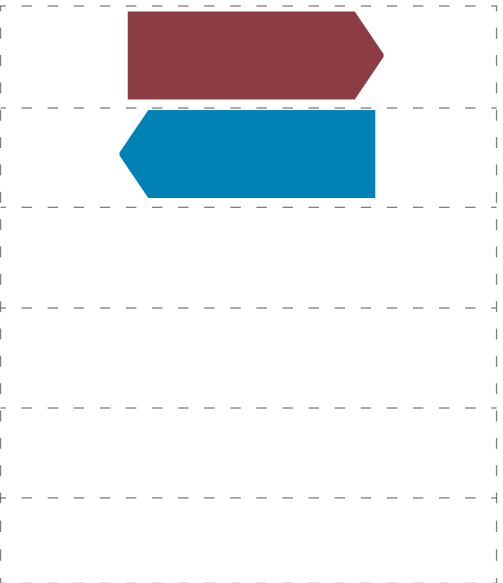
Verification of conditions in field prior to submission of final drawings and production of signs is required. All drawings are subject to change and approval of all parties involved in the project.

Responsible for approval to fabricate and install, including but not limited to shop drawings and final drawings, and for the safety of all personnel involved in the project.

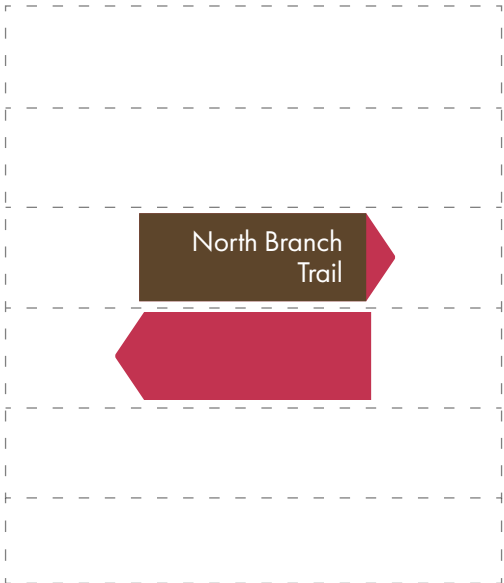
E2
37



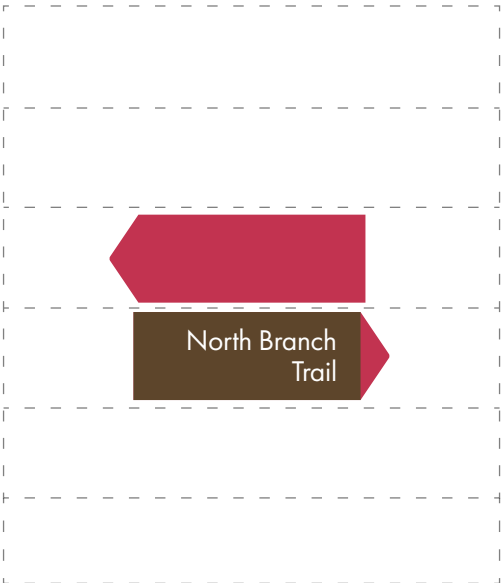
E2.37



E2.37



E2.37



E2.37



Irvine Nature Center
11201 Garrison Forest Rd.
Owings Mills, MD 21117
443.738.9200

YOUNTS DESIGN INC.
3600 Clipper Mill Rd. Suite 410
Baltimore, MD 21211
443.825.4100

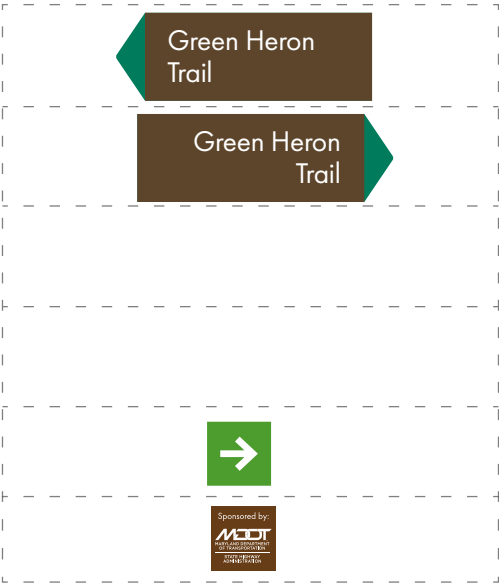
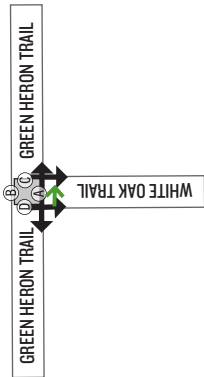
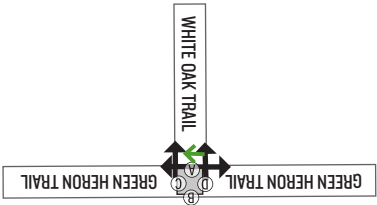
Drawn By
NICOLE HOVERMALE | Designer
nicole@yountsdesign.com
443.825.4109

Package Name
Irvine Nature Center
SHA and Replacement Signs

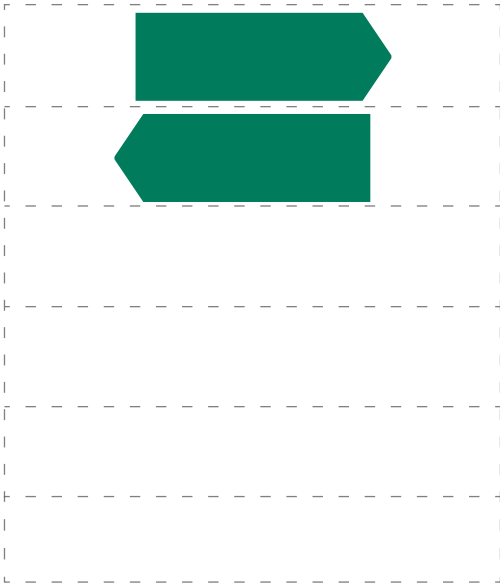
Phase
Design Intent

02/28/24

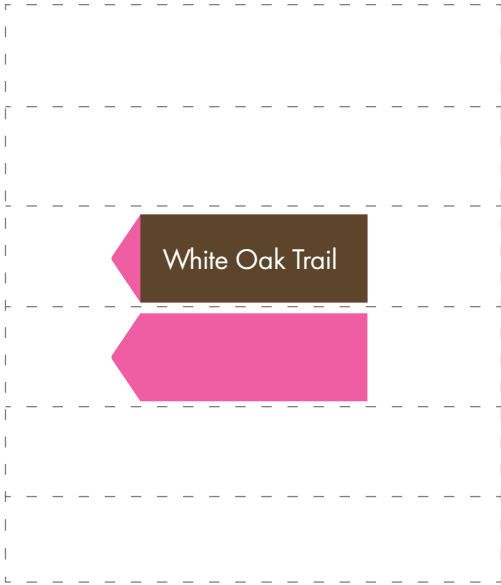
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20



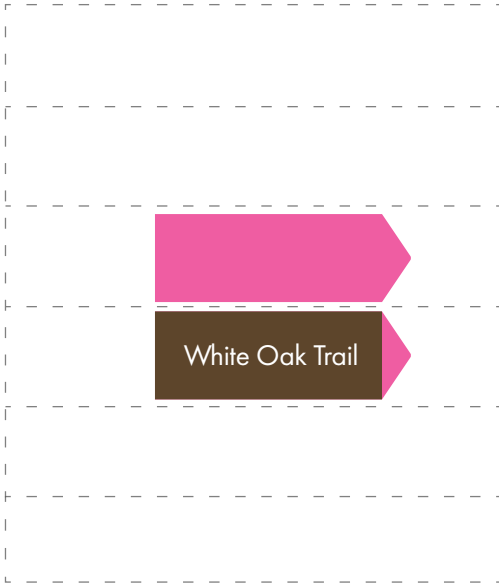
E2.38



E2.38



E2.38



E2.38

Field design and engineering of components indicated including all aspects of mounting, location, anchoring and siting.

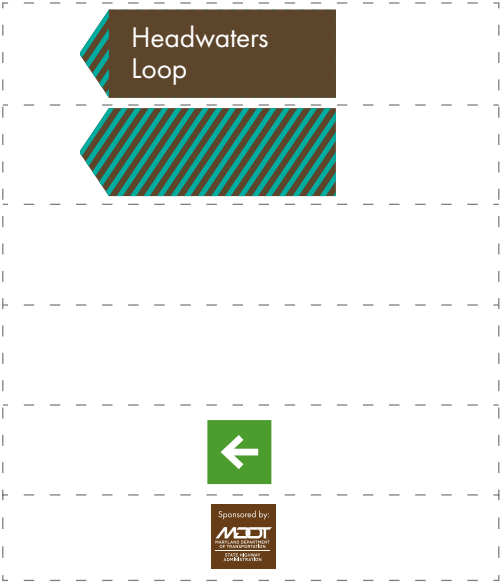
Theoretical capacity, electrical function, and connections to power source as indicated by manufacturer's specifications.

Conditions with respect to in-street trees, including but not limited to: tree location, size, health, and structural integrity.

Verification of conditions in field prior to submission of final drawings and production of signs.

Respective for approval by Younts Design prior to fabrication and installation, including but not limited to: shop drawings, field verification, and final approval of signs and materials.

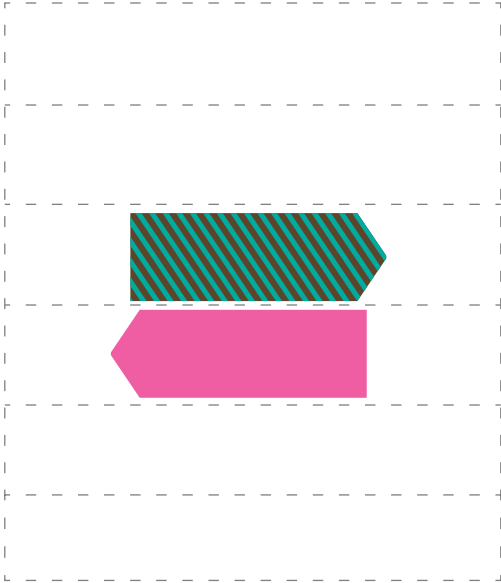
E2
39



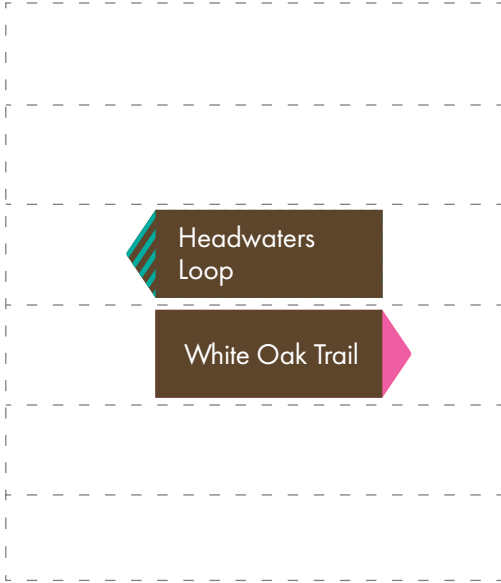
E2.39



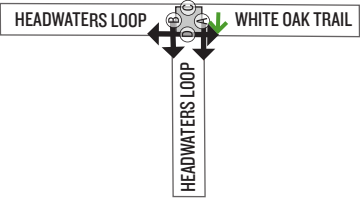
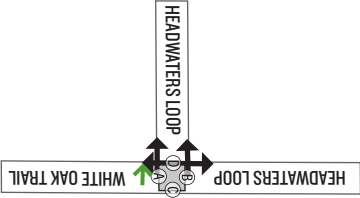
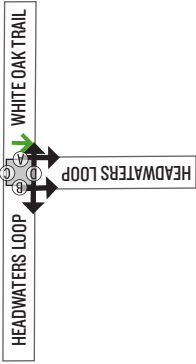
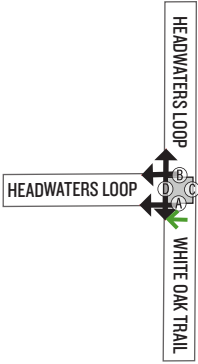
E2.39



E2.39



E2.39

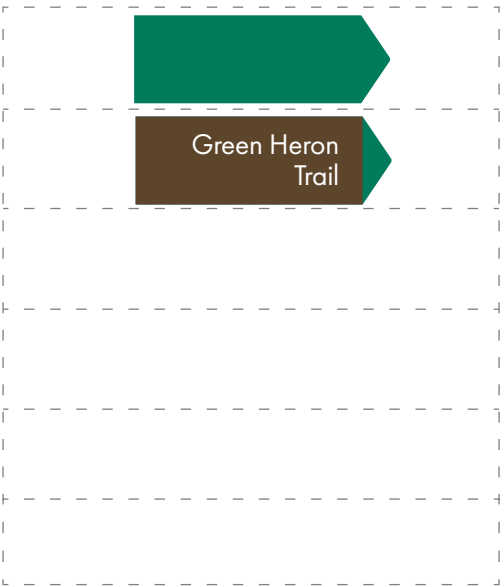


Field design and engineering of components indicated including all aspects of mounting, location, anchoring and installation.
Theoretical capacity, electrical function, and connections to power or other systems as specified by manufacturer.
Conditions with respect to connections in street tubes, including but not limited to submission of shop drawings and protection of existing structures and utilities.
Responsible for approval to fabricate and installation, including but not limited to shop drawings and installation, including but not limited to submission of shop drawings and protection of existing structures and utilities.

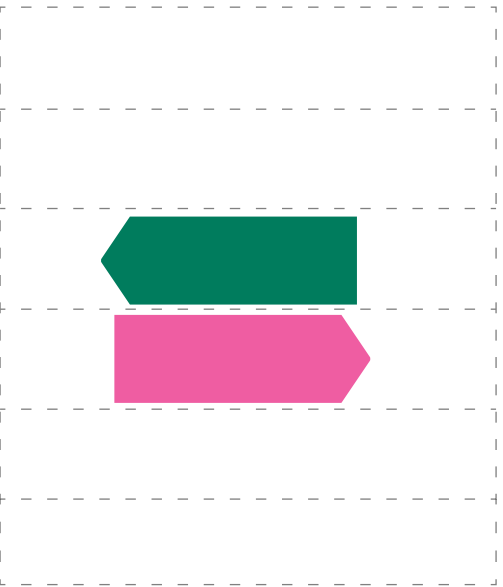
E2
40



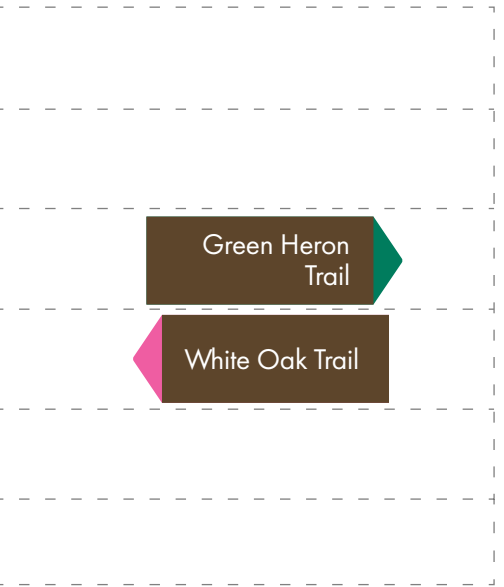
E2.39



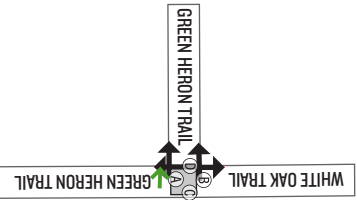
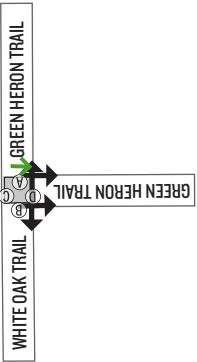
E2.39



E2.39



E2.39





BID SUBMITTAL SHEET
IRVINE NATURE CENTER
RT#2402

PROJECT ELEMENTS AND COSTS

Item #	Description	Qty	Unit Price	Total Cost
1	Fabrication of informational Signs	7		
2	Fabrication of directional signs	21		
3	Installation of Signs	21		

Total Cost:

Bidders Name: _____

Address: _____

Telephone: _____ **Fax:** _____

Signature: _____ **Date:** _____

Submit a price for each line item on the bid form. Bidders shall not provide any comments on the bid form. If comments are provided, the bid may be found non-responsive.

Please provide your initials as a confirmation of acknowledgment for the following statements:

---_____ I acknowledge that I will be responsible for and required to submit materials quality assurance documents to OMT and provide material quality assurance documentation to [SPONSOR] to include in grant invoicing.

_____ I acknowledge that I will be responsible for and required to comply with Build America Buy America (BABA) and the state equivalent requirements for steel and manufactured products.



IRVINE NATURE CENTER

PREFERRED VENDOR DISCLOSURE

[Please add check marks to the lines below to indicate compliance.]

 x I have read the Preferred Vendor Instructions sheet.

 x I have reviewed the Master Lists / Catalogs from the three Preferred Vendors.

[Select one of the two statements below (and its accompanying statements, if applicable).]

 Once I receive NTS, I will be contacting [Preferred Vendor Name].

 I understand that if the Preferred Vendor can fulfill my request, I must purchase from them.

 If the Preferred Vendor is not able to fulfill my request, they will provide me with a waiver. I understand that I will need to provide this waiver to the Recreational Trails Manager before I begin solicitation.

 x My required product/labor is not listed in the Master Lists / Catalogs, and I will not be contacting a Preferred Vendor.

Certified by: Courtney Sagal
Courtney Sagal

Date: 3/6/2024

Phone: 443-738-9224



IRVINE NATURE CENTER

Potential Bidders List:

Vendor 1

Apple Signs

Contact: Erib Tabor

404 Serendipity Drive, Millersville, MD 21108

410-987-7446

www.applesigns.com

Eric@applesigns.com

Vendor 2

Triangle Sign & Service

Contact: Stephen Altshuler

11 Azar Court, Halethorpe, MD 21227

410-247-5300

www.trianglesign.com

Stephen.Altshuler@trianglesign.com

Vendor 3

Strategic Factory

Contact: Bobby Cardoni

11195 Dolfield Boulevard, Owings Mills, MD 21117

443-548-3500

www.strategicfactory.com

Bcardoni@strategicfactory.com



IRVINE NATURE CENTER Cost Estimate

[PROJECT/ITEM DESCRIPTION]

Fabrication of Informational Signs (7): estimated at \$497.50 each = \$3,482.50 Total

Fabrication of Directional Signs (21): estimated at \$525.00 each = \$11,025.00 Total

Installation of Signs (21): estimated at \$200.00 each = \$4,200.00 Total

Estimated Grand Total: \$18,707.50

*****NOTE:** *Cost estimates for projects should be obtained by the Sponsor through independent research, not by calling vendors to ask for quotes. Calling vendors to ask for a cost estimate constitutes an unfair advantage when it comes time to bid. Sponsors can use information online and at the [Bureau of Labor Statistics](#) to help with their research. (The cost estimate is just that—an estimate!) If a sponsor has requested a cost estimate from a vendor, that vendor will not be eligible to bid on the project.*



MARYLAND STATE HIGHWAY ADMINISTRATION
PS&E CERTIFICATION OF ENVIRONMENTAL PERMITS
FOR LOCAL GOVERNMENT PROJECTS

FAP No. _____ State No. RT2402 Local No. N/A

Project Title: Trail Maintenance, Safety & Accessibility at Irvine Nature Center

<u>PERMIT</u>	<u>Applied</u>	<u>Expected</u>	<u>Received</u>
Erosion & Sediment Control	_____	_____	_____
Stormwater Management	_____	_____	_____
404 or Nationwide Permit	_____	_____	_____
US Coast Guard Permit	_____	_____	_____
MDE Wetlands License	_____	_____	_____
Waterway Construction Permits	_____	_____	_____
Other: _____	_____	_____	_____
Other: _____	_____	_____	_____
Other: _____	_____	_____	_____

- ☒ Environmental permits are not required.
- ☐ All environmental permits have been received as noted above and have been incorporated into the Invitation for Bids.
- ☐ All environmental permits are expected to be received prior to the scheduled bid opening. A statement has been inserted into the Invitation for Bids indicating that any missing permits will be incorporated into the Invitation for Bids by an approved addendum.

Certified by: Courtney Sagal

Courtney Sagal

Date: 03/06/2024

Phone: 443-738-9224

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

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

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

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

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.