DOCTORS MEMORIAL HOSPITAL ADDENDUM NO. FIVE

BONIFAY, FLORIDA AUGUST 29, 2024

BID DATE: September 4, 2024 BID TIME: 2:00 p.m. Central Time

The attention of all Bidders is directed to the following changes in the Drawings and Specifications, which amend and become part of them. It is requested that this Addendum be attached to the Specifications.

Item 1:	Drawings, Architectural Sheets, Sheet A-5.0, Transverse Building Section 1/A-5.0, Refer to West Walls of Rooms 14, 120, and 122	
Five 08/29/24	SEE Revised Transverse Sections 1/A-5.0 on Revised Sheet A-5.0 attached with this addendum for the correct base and wall cabinet configuration that corresponds with interior elevations of Rooms 114, 120, and 122 on sheet A-1.1	
Item 2:	Specifications, Division I, USDA / RD Forms,	
Addendum Five 08/29/24	ADD the following requirements in the attached RD Instruction 1940-C, Subpart C, Davis Bacon Wage Requirements	
Item 3:	Specifications, Division III, Technical Specifications, Section 5H, Aluminum Canopy System, Subsection 5H-01, Paragraph D, Subparagraph 4, Finish	
Addendum Five 08/29/24	CHANGE TO READ: The finish on all canopy system components, including the roof deck, posts, beams, and gutters, shall be bright silver baked enamel or clear anodized.	

END OF ADDENDUM FIVE

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PART 1940 - GENERAL

Subpart C - Davis-Bacon and Related Acts

DONOFRO ARCHITECTS Marianna, Florida

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RD Instruction 1940-C

PART 1940 - GENERAL

Subpart C - Davis-Bacon and Related Acts

§ 1940.101 Purpose.

This instruction provides administrative guidance regarding the requirements and procedures contained in the Davis-Bacon and Related Acts, as published in the U.S. Department of Labor (DOL) regulations (29 CFR parts 1, 3, and 5). This instruction also includes the labor standards provisions that are imposed on construction projects subject to these Acts.

§ 1940.102 Policy and scope.

- (a) The Acts identified in the DOL regulations apply to all construction, repair and alteration contracts in excess of \$2,000 on projects assisted with the following type of loans or grants:
 - (1) Farm Labor Housing grants in subpart D of part 1944;
 - (2) Supplemental grants under the Appalachian Regional Development Act of 1965 made through the Agency;
 - (3) Title V Regional commission grants managed by the Agency;
 - (4) Supplemental grants under the Public Works and Economic Development Act of 1965 made through the Agency; and
 - (5) Rural Rental Housing loans for new construction of projects with nine or more units assisted by the Housing and Urban Development Section 8 Housing Assistance Payments Program.
- (b) The Federal Acquisition Regulation prescribes labor standards requirements for contracts in excess of \$2,000 for construction, alteration, or repair, including painting and decorating, of public buildings and public works. (Revised 04-20-05, PN 385.)
- (c) These Acts are not applicable to force account work performed by the applicant, sponsor, or owner's employees. (Revised 04-20-05, PN 385.)

Distribution: WSAL Loan and Grantmaking
General

1

(Revision 2)

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RD Instruction 1940-C

§ 1940.103 Definitions.

For purposes of this instruction the following definitions apply:

<u>Administrator</u>. The Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

<u>Agency</u>. Any of the following agencies within the Rural Development mission area of the U.S. Department of Agriculture: Rural Housing Service; Rural Business-Cooperative Service; and, Rural Utilities Service.

Apprentice.

- (a) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau; or
- (b) A person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

<u>Contract</u>. Any contract within the scope of this instruction which is entered into for the actual construction, prosecution, completion, or repair of a public building or public work, or building or work financed either directly by authority of or with funds of the Agency to serve the interest of the general public.

<u>Contracting Officer</u>. The individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the applicant, sponsor or owner.

<u>Trainee</u>. A person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration as meeting its standard for on-the-job training programs and which has been so certified by that Administration.

<u>Wage determination</u>. Includes the original decision and any subsequent decisions modifying, superseding, correcting or otherwise changing the provisions of the original decision.

2 (Revision 2)

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§1940.104 Wage determination.

- (a) Types of wage determinations.
 - (1) General wage determinations are published weekly in the Federal Register and are current until revised. These decisions are issued for those counties within a State where there is a high volume of construction activity.
 - (2) General wage determinations are also issued by DOL upon request for those counties where general or area wage decisions are not published in the Federal Register.
 - (3) Project wage determinations are issued by DOL on a project-by-project basis.
- (b) Requesting wage determinations.
 - (1) Action by Community Development Manager or Rural Development Manager. At least 60 days before bid opening, the Community Development Manager (CDM) or Rural Development Manager (RDM) should notify the State Office of the anticipated dates of advertising and bid opening. If the Contracting Officer (CO) has a list of crafts that will be required to complete construction of the project, it should be forwarded to the State Office along with:
 - (i) A sufficiently detailed description of the work to indicate the type of construction involved;
 - (ii) Location of the proposed project; and
 - (iii) Additional pertinent information.
 - (2) Action by State Director. If appropriate general wage decisions are not available in the Federal Register, the State Director will request a wage determination under the Davis-Bacon Act or any of its related statutes by submitting Standard Form (SF) 308, "Request for Determination and Response to Request," to: U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Branch of Construction Contract Wage Determination, Washington, D.C. 20210. The time required for processing requests for wage determinations varies according to the facts and circumstances in each case. The Agency should anticipate that such processing in the DOL will take at least 30 days.
 - (i) Care should be exercised in completing SF-308 to assure that only those classifications which will be needed in the

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RD Instruction 1940-C §1940.104(b)(2)(i) (Con.)

performance of the work have been checked (inserting a note such as "entire schedule" or "all applicable classifications" is not sufficient). Additional classifications needed which are not on the form may be typed in the blank spaces or on a separate list and attached to the form. Do not list classifications which can be fitted into classifications on the form, or classifications which are not generally recognized in the area or in the construction industry.

- (ii) Such requests for a wage determination shall be accompanied by any pertinent wage payment information which may be available. This information need not accompany a request in areas where the wage patterns are clearly established.
- (iii) Whenever the wage patterns in a particular area for a particular type of construction are well established and whenever it may be reasonably anticipated that there will be a large volume of procurement in that area for such a type of construction, the Administrator, upon the request of the Agency, may issue a general wage determination. The Agency request should be initiated 45 days prior to the date the wage rate information is needed. Determinations for several counties can be obtained on a single request by entering "Multiple Request" in the "County" block and then listing all the appropriate counties by name on the back of SF-308.

(c) Period of wage determinations.

(1) Project wage determinations or general wage determinations not published in the Federal Register are effective for 180 calendar days from the date of such determinations. The wage determination must be in effect the date of contract award or where there is no actual contract (i.e., Owner-builder method of construction as defined in subpart A of part 1924) the date construction starts. If such a wage determination is not used in the period of its effectiveness, it is void. If it appears that a wage determination may expire between bid opening and award, the Agency shall request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award and after bid opening, the Agency may request the Administrator to extend the expiration date of the wage determination in the bid specifications instead of issuing a new wage determination. Such request shall be supported by a written finding which shall include a brief statement of the factual support, that the extension of the expiration date of the determination is necessary and proper in the public interest to

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§1940.104(c)(1) (Con.)

prevent injustice, or undue hardship, or to avoid serious impairment in the conduct of Government business.

(2) General wage determinations published in the Federal Register contain no expiration date.

(d) Modifications.

- (1) All actions modifying a project wage determination received by the Agency before contract award (or the start of construction where there is no contract award) shall be applicable thereto. However, modifications received by the Agency less than 10 days before the opening of bids will not be effective if the Agency finds that there is not a reasonable time before bid opening in which to notify bidders of the modification. Documentation of the Agency's findings will be inserted in the docket and a copy shall be made available to the Administrator upon request. A modification will not continue in effect beyond the effective period of the wage determination to which it relates.
- (2) Modifications to general wage determinations are published in the Federal Register. The State Director should monitor the Federal Register in order to maintain a file of the current decisions for those areas within the State Office jurisdiction.
- (3) All actions modifying a general wage determination decision shall be applicable thereto. However, modifications published in the Federal Register less than 10 days before the opening of bids will not be effective if the Agency finds that there is not a reasonable time before bid opening in which to notify bidders of the modification. Documentation of the Agency's findings will be inserted in the docket and a copy shall be made available to the Administrator upon request.

§1940.105 Construction contract provisions.

- (a) Information for bidders, which is a part of the contract documents, should include a statement similar to the following: "The contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts."
- (b) Labor standards provisions (Title 29, subtitle A, part 5, section 5, paragraph (a), subparagraphs (1) through (10); and paragraph (b), subparagraphs (1) through (4) of the Code of Federal Regulations) are provided in exhibit A of this Instruction. They will be made a part of

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RD Instruction 1940-C §1940.105(b) (Con.)

the contract documents. Any modifications to the labor standards provisions in exhibit A of this Instruction must be approved by DOL.

§1940.106 Determination of compliance.

- (a) <u>Coordination</u>. The Agency will consult with the Secretary of Labor and the Administrator when necessary to coordinate the administration and enforcement of the labor standards provisions in exhibit A of this Instruction.
- (b) <u>Preapplication conference</u>. The applicant will be informed at the preapplication conference that wage rates paid for labor must not be less than the prevailing area wages as determined by the Secretary of Labor and that these wages must be embodied in all construction contracts.
- (c) <u>Contract review</u>. The State Director will assure that the contract documents contain the clauses contained in exhibit A of this Instruction.
- (d) <u>Preconstruction conference</u>. The CO, contractor, engineer, architect and other project participants will be informed at the preconstruction conference that:
 - (1) Project or resident inspectors, on behalf of the CO, will be responsible for monitoring the contractor's adherence to the contract provisions including compliance with the labor standards provisions.
 - (2) The contract may be terminated or the contractor debarred. A breach of the labor standards provisions may be grounds for termination of the contract, and for debarment as provided in 29 CFR part 5, or subpart M of part 1940.
 - (3) The enforcement of labor standards provisions is the same as enforcement of other requirements of the contract and may result in penalties being imposed upon the contractor.
 - (4) It will not be necessary, ordinarily, to conduct employee interviews or make detailed audits of payrolls and time sheets. By reviewing progress reports, contractor payroll records, and contractor apprentice agreements, the project or resident inspector should be able to obtain sufficient information to determine whether or not the contractor is in compliance with the labor standards provisions.

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§1940.106(d) (Con.)

(5) The Agency will provide the contractor with the required Davis-Bacon poster (Form WH 1321, "Notice to All Employees Working on Federal or Federally Financed Construction Projects) to display at the work site with the wage determination. Copies of the poster may be obtained from the Finance Office or by writing to DOL.

(e) <u>During construction</u>.

- (1) No payment advance, grant, or loan of funds shall be approved by the Agency after the beginning of construction unless there is on file a certification by the contractor that the contractor and the subcontractors have complied with the Davis-Bacon and Related Acts and copies of payroll records have been provided covering the period during which the work being considered for payment was performed.
- (2) The project or resident inspector, on determining that the contractor is not in compliance with the labor standards provisions, should immediately notify the CO, the architect or engineer, and the CDM or RDM. The CDM or RDM will then contact the State Director for advice and further instructions. The State Director will review the information and determine whether there has been underpayment to laborers of \$1,000 or more, or whether other labor provisions have been violated.
- (3) Where the underpayment is \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful, or if the contractor has disregarded its obligations to employees and subcontractors, the Agency will furnish within 60 days after completion of its investigation, a detailed enforcement report, including it's findings, recommendations, and requests for further guidance, to the Administrator.

(f) Suspension of funds.

- (1) In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards provisions or upon written request of DOL, the CO shall take such action as may be necessary to cause the suspension of payment or advance of funds until such time as the violations are discontinued, or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.
- (2) If there is not sufficient funds due the contractor or subcontractor to satisfy the claims for employee wages and to cover any liquidated damages, the CO shall withhold or cause to be

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withheld from the contractor monies payable on account of work performed under any other Federal or Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, as may be necessary to meet the contractor or subcontractor's obligations.

- (3) After consultation with the State Director and DOL, funds withheld for payment of employee wages will be:
 - (i) paid to the individual employees that have not been paid in accordance with the terms of the contract in such amounts as to correct the violation, when the contractor or subcontractor refuses to comply with the contract, or
 - (ii) released to the contractor after the contractor or subcontractor has made full restitution for all violations of the labor standards provisions.
- (4) Funds withheld for payment of liquidated damages associated with Davis-Bacon and Related Act violations may be disbursed only after authorization from the National Office.

§1940.107 Semiannual reports.

- (a) The CDM or RDM will complete Form RD 440-29, "Semiannual Labor Compliance Report," for projects requiring compliance with the Davis-Bacon and Related Acts, and submit it to the State Director for periods of October 1 through March 31, and April 1 through September 30. This report should also include those active contracts issued under RD Instruction 2024-A that are subject to the Davis-Bacon and Related Acts. Form RD 440-29 must reach the State Director no later than April 20 and October 20 of each calendar year.
- (b) State Offices will consolidate all reports received from the County and District Offices and forward three copies to the Administrator no later than April 30 and October 31.

§1940.108 Recordkeeping.

The Agency official responsible for the project will preserve all payrolls and certifications for a period of 3 years from the date of final payment on the contract. The records shall be made available to the Secretary of Labor when requested during the 3-year period.

§1940.109 - 1940.150 [Reserved]

Attachment: Exhibit A

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> RD Instruction 1940-C Exhibit A Page 1

LABOR STANDARDS PROVISIONS

The following clauses shall be made part of the contract documents for projects subject to the Davis-Bacon and Related Acts:

(Section a) Davis-Bacon Act (40 U.S.C. 276a - 276a-7).

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR

Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section, also, regular contributions made or costs incurred for more than a weekly period (but less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during each weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 actually set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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- (ii) This paragraph has been suspended indefinitely (58 FR 58955, Nov. 5, 1993).
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program

(v) Additional Classifications.

- (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) 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 shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment

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> RD Instruction 1940-C Exhibit A Page 3

Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. 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.

- (C) 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 shall 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 within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) Withholding. The Agency or Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, 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.

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(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) Payrolls.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency if the Agency is a party to the contract, but if the Agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (3)(i) of this section. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) of this section and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed in 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 Regulations, 29 CFR Part 3:
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take

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such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,

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fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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- (5) <u>Compliance with Copeland Act requirements</u>. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraphs (1) through (10) of this section and such other clauses as the Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section.
- (7) <u>Contract termination: debarment</u>. A breach of the contract clauses in this section 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) <u>Compliance with Davis-Bacon and Related Act requirements</u>. 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.
- (9) <u>Disputes concerning labor standards</u>. 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 Officer, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001.

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(Section b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) <u>Violation; liability for unpaid wages; liquidating damages</u>. 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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding of unpaid wages and liquidating damages. The Agency or Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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LIST OF SUBCONTRACTORS

NOTICE:

Each bidder shall submit with his Proposal, a list of his subcontractors as shown below in duplicate. The list of subcontractors submitted by the apparent low General Contractor bidder will be read aloud at the bid opening. No change may be made in the subcontractor list submitted except upon written approval of the Owner / Architect. This form must be submitted in duplicate.

All subcontractors <u>must</u> be listed and noted on this form and attached to and with the bid form. Failure to complete this form will be cause for rejection of bid.

This list i	is attached to, and is an integral pa	rt of the proposal submitted by:		
NAME:				
ADDRES	SS:			
FOR:	DOCTO	NEW SATELLITE SERVICE CENTER DOCTORS MEMORIAL HOSPITAL MARIANNA, FLORIDA		
	ersigned hereinafter called the bido the phase of the work indicated.	der, lists below the names of the subcontractors who will		
1	Site Subcontractor	Name:		
		Address:		
		Contact No.		
		Email:		
2	Termite Subcontractor	Name:		
		Address:		
		Contact No		
		Email:		
3	Concrete Supplier	Name:		
		Address:		
		Contact No.		
		Email:		

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4	Masonry Subcontractor	Name:
		Address:
		Contact No.
		Email:
5	Flooring	Name:
5	riconing	Name:
		Address: Contact No
6	Glass & Glazing	Email:
O	Glass & Glazilig	Name:
		Address:
		Contact No.
7	A counting I On the m	Email:
7	Acoustical Ceiling	Name:
		Address:
		Contact No.
		Email:
8	Hardware	Name:
		Address:
		Contact No.
		Email:
9	Painting	Name:
		Address:
		Contact No.
10	Plumbing Contractor	Email:
10	Flumbling Contractor	Name:
		Address:
		Contact No.
		Fmail [.]

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	11	HVAC Contractor	Name:
			Address:
			Contact No.
			Email:
	12	Electrical Contractor	Name:
			Address:
			Contact No.
			Email:
	13	Fire Protection Sprinkler System	Name:
			Address:
			Contact No.
			Email:
	14	Test and Balancing (Independent Contractor)	Name:
			Address:
			Contact No.
			Email:
has requ capa insta	in his uired l able, allatio	s files, evidence that the subcontractor in by local or state laws, has been engage technically, and financially, of performing the in a satisfactory manner.	stigated each subcontractor listed and has received, and is properly and currently licensed in the place where ed successfully in his line of work and his organization is ing the pertinent work, and that he has made similar into set his signature and affixed his seal this
		day of	, AD, 20
	By:		(SEAL)

SECTION 09C

RESILIENT FLOORING – VINYL SHEET FLOORING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.

B. Related Documents

1. Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 sections) apply to the work of this section.

C. Related Sections:

- 1. Other Division 9 sections for floor finishes related to this section but not the work of this section.
- 2. Division 3 Concrete; not the work of this section
- 3. Division 6 Wood and Plastics; not the work of this section
- 4. Division 7 Thermal and Moisture Protection; not the work of this section

1.02 REFERENCES

A. ASTM International:

- ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
- 2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
- ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- 4. ASTM F 1913 Standard Specification for Sheet Vinyl Floor Covering without Backing
- 5. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
- 6. ASTM F 1861 Standard Specification for Resilient Wall Base
- 7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
- 8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
 - 2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials

1.03 SYSTEM DESCRIPTION

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- A. Performance Requirements: Provide flooring which has been manufactured, fabricated, and installed to performance criteria certified by manufacturer without defects, damage, or failure.
- B. Administrative Requirements
 - 1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
 - 2. Pre-installation Testing: Conduct pre-installation testing as follows: [moisture tests, bond test, pH test).
- C. Test Installations/ Mock-ups: N.A.
- D. Sequencing and Scheduling
 - 1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
 - Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.04 SUBMITTALS

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.
- B. Submit the manufacturer's standard samples showing the required colors for flooring, welding rods, and applicable accessories.
- C. Submit Safety Data Sheets (SDS) available for adhesives, weld rod, moisture mitigation systems, primers, patching/leveling compounds, floor finishes (polishes) and cleaning agents and Material Information Sheets for flooring products.
- D. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- E. Closeout Submittals: Submit the following:
 - Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein

1.05 QUALITY ASSURANCE

- A. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including moisture mitigation systems, primers, leveling and patching compounds, and adhesives.
- B. Select an installer who is experienced and competent in the installation of Armstrong resilient sheet flooring [using heat-welded seams] [using Armstrong Flooring S-761 Seam Adhesive method] and the use of Armstrong Flooring subfloor preparation products.
 - 1. Engage installers certified as Armstrong Flooring Certified Installers
 - 2. Confirm installer's certification by requesting their credentials.

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- C. Fire Performance Characteristics: Provide resilient vinyl sheet flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - 1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
 - 2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less
 - 3. CAN/ULC-S102.2 Flame Spread Rating and Smoke Developed Results as tested.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Division 1 Product Requirements Sections
- B. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.
- D. Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives, and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

1.07 PROJECT CONDITIONS

A. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of 100°F (38°C) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances. Refer to product installation recommendations for a complete guide on project conditions.

1.08 LIMITED WARRANTY

- A. Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.
- B. Limited Warranty Period: 10 years.
- C. The Limited Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.
- D. For the Limited Warranty to be valid, this product is required to be installed using the appropriate Armstrong Flooring Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

1.09 EXTENDED SYSTEM LIMITED WARRANTY

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- A. Resilient Flooring System: Submit a written warranty executed by the manufacturer, agreeing to repair or replace system (subfloor preparation products, adhesive, and floor covering) that fails within the warranty period.
- B. Limited Warranty Period:10 years on top of the Resilient Flooring Limited Warranty
- C. [S-463 Level Strong[™] cement based self-leveling compound] [S-466 Patch Strong[™] flexible patching and smoothing compound] [S-464 Prime Strong[™] acrylic primer for porous substrates] [S-465 NP Prime Strong[™] epoxy primer for non-porous substrates] [S-462 Seal Strong[™] two-part moisture mitigation system]
- D. The installation of an Armstrong Flooring product along with the recommended Armstrong Flooring adhesive, as well as any one of the Strong System subfloor preparation products listed above, provides 10 additional years of limited warranty coverage. The Strong System limited warranty covers the installation integrity for the length of the flooring product warranty plus 10 years. To qualify for the Strong System Warranty, any subfloor preparation product needed for an installation must be an Armstrong Flooring product.
- E. For the System Limited Warranty to be valid, this product is required to be installed using the appropriate Armstrong Flooring Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.
- F. When Armstrong Flooring Strong System subfloor preparation products are used with other manufacturers' floor coverings, adhesives, or other subfloor preparation products, Armstrong Flooring warrants our products to be free from manufacturing defects from the date of purchase through the limited warranty period of 20 years.

1.10 MAINTENANCE

A. Extra Materials: N.A.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Resilient sheet flooring, wall base, adhesives, and accessories:
 - 1. AHF Products, 3840 Hempland Road, Mountville, PA 17554, www.armstrongflooring.com/commercial.
 - 2. Manufacturer must have a headquarters in the United States of America.

2.02 RESILIENT SHEET FLOORING MATERIALS

- A. Provide Homogeneous Sheet Flooring: [Natralis[™]] manufactured by AHF Products.
 - 1. Description: An unbacked, nonlayered, homogeneous sheet vinyl flooring. Protected by a diamond-infused UV-cured polyurethane finish, the colors and pattern detail are dispersed uniformly throughout the thickness of the product. Color pigments are insoluble in water and resistant to cleaning agents and light.
 - 2. Homogeneous sheet flooring shall conform to the requirements of ASTM F1913 Standard Specification for Sheet Floor Covering Without Backing
 - 3. Pattern and Color: in [%COLOR%] [color selected from the range currently available from AHF Products.]

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4. Width: 6 ft. (1.83 m).

5. Length: up to 52.5 ft. (16 m)6. Thickness: 0.080 in. (2.0 mm)

B. Weld Rod:

 [Provide solid color vinyl weld rod as produced by AHF Products and intended for heat welding of seams. Color shall be compatible with field color of flooring or as selected by Architect to contrast with field color of flooring. Color selected from the range currently available from AHF Products]

C. Seam Adhesive:

1. [Provide Armstrong Flooring S-761 Seam Adhesive at seams as recommended by the resilient flooring manufacturer.]

2.03 PRODUCT SUBSTITUTION

A. Substitutions: Equal products can be approved upon request in accordance with specifications.

2.04 WALL BASE MATERIALS

A. For integral flash cove base: Provide integral flash cove wall base by extending sheet flooring [4 in. (10.16 cm)] [6 in. (15.24 cm)] up the wall using adhesive, welding rod, and accessories recommended and approved by the flooring manufacturer.

2.05 ADHESIVES

A. Provide Armstrong Flooring [S-995 Sheet Flooring Adhesive Premium Commercial adhesive for field areas and Armstrong Flooring [S-580 Flash Cove Adhesive at flash coving] [S-725 Wall Base Adhesive at the wall base] as recommended by the flooring manufacturer.

2.06 ACCESSORIES

- A. For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Armstrong Flooring [S-194 Cement-Based Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive] [S-463 Level Strong[™] cement based self-leveling compound] [S-466 Patch Strong[™] patching and smoothing compound].
- B. [For priming porous substrates to aid in adhesive bond strength and reducing subfloor porosity, provide S-464 Prime Strong[™] acrylic primer for porous substrates. For non-porous substrates, provide S-465 NP Prime Strong[™] acrylic primer for non-porous substrates].
- C. [For creating a moisture barrier, provide S-462 Seal Strong[™] two-part moisture mitigation system].
- D. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.
- E. [Provide top edge trim caps of [plastic] [anodized aluminum] [plastic zero reducer] for integral flash cove as approved by the Architect.]

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- F. [Provide a fillet support strip for integral cove base with a minimum radius of 1 in. (2.54 cm) of wood or plastic.]
- G. Provide transition/reducing strips tapered to meet abutting materials.
- H. Provide threshold of thickness and width as shown on the drawings.
- I. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl, or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Architect from standard colors available.
- J. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butt-type metal edge strips for concealed anchorage or overlap.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e., moisture tests, bond test, pH test).
- B. Visually inspect flooring materials, adhesives, and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates regarding conditions existing at the time of installation.

3.03 PREPARATION

A. [Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Armstrong Flooring [S-194 Cement-Based Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive] [S-463 Level Strong™ cement based self-leveling compound] [S-466

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Patch Strong[™] patching and smoothing compound] [S-464 Prime Strong[™] acrylic primer for porous substrates] [S-465 Prime Strong[™] epoxy primer for non-porous substrates] as recommended by the flooring manufacturer. Refer to the product installation recommendations and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.]

- B. [Subfloor Preparation Moisture Mitigation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, mitigate moisture and other defects with Armstrong Flooring [S-194 Cement-Based Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive] [S-463 Level Strong™ cement based self-leveling compound] [S-466 Patch Strong™ patching and smoothing compound] [S-462 Seal Strong™ two-part moisture mitigation system] [S-464 Prime Strong™ acrylic primer for porous substrates] [S-465 Prime Strong™ epoxy primer for non-porous substrates] as recommended by the flooring manufacturer. Refer to the product installation recommendations and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.]
- C. Subfloor Cleaning: The surface shall be free of dust, solvents, varnish, paint, wax, oil, grease, sealers, release agents, curing compounds, residual adhesive, adhesive removers, and other foreign materials that might affect the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate, they must be mechanically removed prior to the installation of the flooring material. Refer to the product installation recommendations and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- D. When using S-995 Adhesive, perform subfloor moisture testing in accordance with ASTM F 2170, "Standard Test Method for Determining Relative Humidity in Concrete Slabs Using *in-situ* Probes" and Bond Tests as described in the <u>Armstrong Flooring Guaranteed Installation System</u> to determine if surfaces are dry; free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. The internal relative humidity of the concrete shall not exceed 95%. On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until the results of moisture tests are acceptable. All test results shall be documented and retained.
- E. Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.
- F. Wood subfloors: Armstrong Flooring resilient floors are recommended on suspended wood subfloors with a 1/4" underlayment (see product installation systems for exceptions) and a minimum of 18" of well-ventilated air space below. Armstrong Flooring does not recommend installing resilient flooring on wood subfloors applied directly over concrete or on sleeper-construction subfloors. Loading requirements for subfloors are normally set by various building codes on both local and national levels. Trade associations such as APA—The Engineered Wood Association provide structural guidelines for meeting various code requirements. Subfloor panels

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are commonly marked with span ratings showing the maximum center-to-center spacing in inches of supports over which the panels should be placed.

- 1. Refer to the flooring installation recommendations for additional information.
- G. Wood subfloors Surface Cleaning: Make subfloor free from dust, dirt, grease, and all foreign materials.
 - 1. Check panels for sources of discoloration such as contamination from paint, varnish, stain overspray or spills, plumbing sealers, asphalt, heater fuel, markers, or potential staining agents such as wood or bark not visible on the surface, edge sealers, logo markings, printed nail patterns and synthetic patches.
 - 2. Remove old adhesive.
 - 3. Cover adhesive, oil, or wax residue with an appropriate underlayment. If the residue is tacky, place a layer of felt or polyethylene sheeting over it to prevent a cracking sound when walking on the floor.
 - 4. Remove all paint, varnish, oil, and wax from all subfloors. Many buildings constructed before 1978 contain lead-based paint, which can pose a health hazard if not handled properly. State and federal regulations govern activities that disturb lead-based painted surfaces and may also require notice to building occupants. Do not remove or sand lead-based paint without consulting a qualified lead professional for guidance on lead-based paint testing and safety precautions. Armstrong Flooring does not recommend the use of solvents to remove paint, varnish, oil, wax, or old adhesive residues because the solvents can remain in the subfloor and negatively affect the new installation. Whenever sanding, be certain the work site is well ventilated and avoid breathing dust. If high dust levels are anticipated, use the appropriate National Institute for Occupational Safety and Health (NIOSH) designated dust respirator. All power sanding tools must be equipped with dust collectors. Avoid contact with skin or eyes. Wear gloves, eye protection and long-sleeve, loose fitting clothes
 - 5. For additional information on the installation and preparation of wood and board-type underlayments see the current edition of ASTM F1482, "Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring."
 - 6. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring.

3.04 INSTALLATION OF FLOORING

- A. Install flooring in strict accordance with the latest edition of the flooring installation recommendations. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.08.
- B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.
- C. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.
- D. Scribe, cut, and fit or flash cove to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.

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- E. Adhere flooring to the subfloor without cracks, voids, raising and puckering at the seams. Roll with a 100-pound (45.36 kilogram) roller in the field areas. Hand-roll flooring at the perimeter and the seams to assure adhesion. Refer to specific rolling instructions of the flooring manufacturer.
- F. Lay flooring to provide a minimum number of seams. Avoid cross seams, filler pieces, and strips. Match edges for color shading and pattern at the seams in compliance with the manufacturer's recommendations.
- G. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.
- H. [Prepare heat-welded seams with special routing tool supplied for this purpose and heat weld with vinyl welding rod in seams.] [Prepare sealed seams with special seam adhesive supplied for this purpose.] Use methods and sequence of work in conformance with written instructions of the flooring manufacturer. Finish all seams flush and free from voids, recesses, and raised areas.
- [Provide integral flash cove wall base where shown on the drawings, including cove fillet support strip and top edge cap trim. Construct flash cove base in accordance with the flooring manufacturer's instructions. [Heat-weld seams] [seam adhesive] as specified for those on the floor].

3.05 INSTALLATION OF ACCESSORIES

- A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths if practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
- B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.
- C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.
- D. Apply [butt-type] [overlap] metal edge strips where shown on the drawings, [before] [after] flooring installation. Secure units to the substrate, complying with the edge strip manufacturer's recommendations.

3.06 CLEANING

A. Perform initial and on-going maintenance according to the latest edition of <u>the maintenance</u> recommendations for Homogeneous Sheet Flooring.

3.07 PROTECTION

A. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings. (See Finishing the Job in the latest edition of <u>Armstrong Flooring Guaranteed Installation Systems</u> manual.

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END OF SECTION

