



415 E. INDEPENDENCE
TULSA, OK 74106
(918) 582-0021

PROJECT MANUAL

FOR

IFB # 17-119

DRAIN LINE REPLACEMENT PHASE II

AT

**SANDY PARK (73-10)
6301 W. 11TH PLACE
TULSA, OK 74127**

PRE-BID CONFERENCE:

JANUARY 4, 2018 @ 2:00 PM

AT:

**SANDY PARK
6301 W. 11TH PLACE
TULSA, OK 74127**

BID OPENING:

JANUARY 18, 2018 @ 2:00 PM

**TULSA HOUSING AUTHORITY
CONTRACTING CONFERENCE ROOM
415 E. INDEPENDENCE**

DATE: 12-27-17

SET NO. _____

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HUD DOCUMENTS FOR INFORMATION AND OTHER HUD FORMS
INSTRUCTIONS TO BIDDERS – HUD Form 5369
GENERAL CONDITIONS – HUD Form 5370



INVITATION FOR BIDS

PROJECT IDENTIFICATION

IFB 17-119 DRAIN LINE REPLACEMENT PHASE II

@

(73-10) SANDY PARK

A **Pre-Bid Conference** for this project will be held **January 4, 2018 at 2:00PM** on site at Sandy Park, 6301 W. 11th Place, Tulsa, OK 74127.

THE HOUSING AUTHORITY OF THE CITY OF TULSA will receive **sealed bids** for the above, until **2:00PM on January 18, 2018** in the **CONSTRUCTION SERVICES DEPARTMENT** of the **TULSA HOUSING AUTHORITY, 415 East Independence, Tulsa, Oklahoma 74106**, at which time and place all bids will be publicly opened and read aloud. No Faxed or Telephoned Bids will be accepted.

DOCUMENTS ARE ON FILE AND MAY BE EXAMINED AND/OR OBTAINED from the HOUSING AUTHORITY OF THE CITY OF TULSA at the above address, or you may view online at the following website: www.tulsahousing.org. There will be a \$20.00 non-refundable document fee for printed copies. For documents to be mailed there will be a \$5.00 fee (separate check from the deposit). Contractor must provide an express account number for next day mailing. **BUSINESS, PERSONAL, or CASHIER CHECKS ONLY. NO CASH.** Any questions should be directed to Glen Brown – (918) 581-5916.

A Bid Bond is required with each bid equal to 5% of the total bid submitted. The Bond may be a Surety Company Bond, a Certified Check, Bank Draft or US Government Bonds. All must be payable to the HOUSING AUTHORITY OF THE CITY OF TULSA.

THE HOUSING AUTHORITY OF THE CITY OF TULSA cannot convey their tax exempt status to Contractors or Subcontractors. The bidders shall include the applicable City, County, State and Federal taxes in their bid.

BID RECEIVING: Each bid shall be placed in an envelope addressed to the **CONSTRUCTION SERVICES DEPARTMENT, HOUSING AUTHORITY OF THE CITY OF TULSA, 415 E. Independence, Tulsa, OK 74106** and **SEALED**. Outside of the envelope shall be plainly marked "**BID DOCUMENTS**" SHOWING CLEARLY, **Date** and **Time** to be opened, **PLUS** the **Site location** and **Item** to be bid. THA has a Central Mail Opening Department, therefore, **mail to be opened for BIDS, MUST BE CLEARLY MARKED.**

**NOTE: Please reference the HUD Form 5369 – Instructions to Bidders for Contracts Public, and Indian Housing Programs, page 2 of 4, item #5 Late Submissions, Modifications, and Withdrawal of Bid; regarding use of the U.S. Postal Service for bid submissions. Bids Submitted in unmarked Envelopes will not be opened. Bids submitted by FEDEX or UPS should be submitted in an interior sealed envelope with the outside of the envelope plainly marked " BID DOCUEMNTS" Showing clearly, Item to be bid, Date and Time to be opened. Bids submitted by FEDEX or UPS that are not contained in a sealed interior envelop will be placed back in the FEDEX or UPS folder and deemed Non-Responsive.*

1.01 WORK INCLUDED

- A. Replace existing cast iron drain lines, replace the VCT flooring, and base boards of a 1br, 2br, 3br, 4br, unit. This contract is for 365 calendar days, and units will be assigned as they come available.
- B. Remove existing cabinets, counter tops, stove, and refrigerator (store for reinstallation).
- C. Expose existing drain lines by removing drywall, and concrete building floor/pad.
- D. Remove existing 2" cast iron kitchen sink and washer box drain lines to the main 4" trunk line.
- E. Replace drain lines with new PVC drain lines.
- F. Install new washer box and shutoff valves.
- G. Replace slab fill and concrete removed to expose drain lines.
- H. Replace drywall removed to expose drain lines.
- I. Remove and replace VCT flooring and base trim throughout unit.
- J. Replace any rotten subflooring in 2nd floor bathrooms.
- K. Paint base trim and sheetrock replaced
- L. Reinstall previously removed cabinets, countertop, stove, and refrigerator.

1.02 GENERAL CONDITIONS

General Conditions shall apply to all work under all Divisions of Specifications.

1.03 QUALITY ASSURANCE

Prior to start of work, contractor will provide a copy of manufacturer's installation recommendations for all products or systems that require a submittal, as indicated in the project manual.

1.04 EXAMINATION OF SITE

Failure to Visit Site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with the project manual without additional cost to THA.

1.05 CONTRACTOR USE OF PREMISES

- A. Contractor's use of tenant provided utilities is strictly prohibited. When use of electricity is necessary, Contractor shall provide power by means of portable generator or temporary electric meter. Temporary utilities shall be at the Contractor's expense.
- B. Restrict access to extent required, allowing for ongoing activities at site.
- C. Operations of Contractor are limited to areas where work is indicated.
 - 1. Take precautions to allow for continued operations including resident and public access and other outside activities on the occupied portions of the site.
 - 2. Noisy and disruptive operations (such as use of jackhammers and other noisy equipment) shall be minimized in close proximity to occupied buildings.
 - 3. Schedule and coordinate such operations with THA Job Representative.
 - 4. Upon notification from THA, cease operations that are, in opinion of THA, disruptive to normal operations. Schedule such operations as described above.
- D. Coordinate and schedule any required electrical or other utility outages with THA. Outages shall be allowed only at previously agreed upon times.

1.06 WORK SEQUENCE

Before start of construction on site, submit three copies of construction plan regarding access to work, use of site, and phasing of replacement work for acceptance by THA. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted in writing.

END OF SECTION

SUPPLEMENT TO INSTRUCTION TO BIDDERS

Each bidder must visit the site(s) and in every way fully inform themselves of the conditions relating to the construction required for the work. Failure to do so will not relieve the successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of the Contract.

- 1.1 FORMAL BID:** Below is a list of the bid forms, which constitute the Formal Bid. If any of these forms are incomplete or missing at the bid opening, the bid may be declared non-responsive and rejected on that basis. *These Forms are located at the back of the Project Manual.*
- **Form of Bid and Addendum Acknowledgment**
 - **Form of Bid Bond**
 - **Proof of Insurance**
 - **Statement of Bidder's Qualifications**
 - **Non-Collusive Affidavit**
 - **Equal Employment Opportunity**
 - **Section 3 Compliance Certificate**
 - **Letter of Assurance "A"**
 - **Letter of Assurance "B"**
 - **Non-Segregated Facilities Certificate**
 - **Representations, Certifications, and Other Statements of Bidders (HUD Form 5369-A)**
 - ❖ **Previous Participation Certification (HUD Form 2530) shall be requested from Lowest Responsive Bidder**
- 1.2 BIDDERS' ADDITIONAL RESPONSIBILITIES:** All provisions of the "Public Competitive Bidding Act of 1974, as Amended" shall apply.
- 1.3 LOCATION OF HUD FORM 5369 CLAUSE:** HUD 5369 (Instructions to Bidders) Article 10 Paragraph (a) (Assurance of Completion)
- 1.4 LOCATION OF HUD FORM 5369-A CLAUSES:** HUD 5369-A (Representations, Certifications and Other Statements of Bidders) shall be completed and/or signed at the following clauses and **shall be submitted with the bid:**
- **1. (b) (2) (i)**
 - **1. (d) (1) and (2)**
 - **2. (b) (1) and (2)**
 - **4. (b)**
 - **7. (a), (b) and (c)**
 - **11. (a)**
 - **12. (b)**
 - **13. (Complete and sign)**
- 1.5 ADDENDA:** Any Addenda shall be issued not less than seven (7) days before the time set for the Bid Opening. Questions will not be answered after that point in time.
- 1.6 BID GUARANTY:** Bid Guaranty must be issued by Sureties authorized to do business in the State of Oklahoma as per HUD Manual 7485.1 Rev. 4, Paragraph 9-4g. Bids and Bid Guaranties of the three lowest bidders may be kept for a minimum forty-five (45) days. All other Bid Guaranties will be returned as soon as possible.

END OF SECTION

**HOUSING AUTHORITY OF THE CITY OF TULSA
SPECIAL CONDITIONS**

- 1.1 PRECEDENCE:** The conditions and provisions of this section shall take precedent over any conflicting statements made in the General Conditions to this Contract. The follow clauses to the HUD General Conditions have been revised as noted below.
- A. Clause 6: paragraph (a): The Contractor shall, **within three (3) business days prior to the preconstruction conference** or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a **Gantt** chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
 - B. Clause 6: paragraph (b): The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer (**at each progress meeting or no later than once a month**). If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled *Inspection and Acceptance of Construction*, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
 - C. Clause 8: Paragraph (a): The Contractor shall **within two (2) business days of discovery**, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
 - D. Clause 20: Paragraph (i): **Contractor shall give Contracting Officer twenty-four (24) hour notice prior to covering work requiring inspection by Contracting Officer.** If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
 - E. Clause 31: paragraph (c): All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision **within FIVE (5) BUSINESS days after notice of not receiving the award.** Protests against the terms of a solicitation are considered late if submitted after the fifth business day and will not be considered. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer
- 1.2 INSURANCE:** The Contractor must furnish Certificates of Workers Compensation, General Liability, and Automobile Insurance. THA requires that all Contractors have a minimum of **\$1,000,000.00**, General Liability and Automobile, per occurrence, and THA must be named "Additional Insured" on both of these. **Contract will not be awarded to a Contractor who cannot provide proof of insurance in the required amounts. Proof of insurance's must be included with the sealed bid. Upon award of contract the winning bidder must provide a certificate of insurance naming Tulsa Housing Authority as a named insured, on both GL & Auto, for the duration of this contract. Said certificate must contain a 30-day notice to THA, prior to any cancellation.**

- 1.3 MINIMUM RATES OF PAY:** Davis-Bacon and Related Acts or HUD Determined Prevailing Wage Rates for minimum rate of pay is applicable to this project, State, Davis-Bacon and Related Acts or HUD Determined; whichever has the higher rate of pay. Provided, however, that pursuant to HUD Regulations, any State Wage Rate exceeding the corresponding Federal Rates is inapplicable and preempted by the Federal Rates and shall be deemed unenforceable. (Refer to 24 CFR, Par 950, 941, 965 and 968.). **Certified payrolls and minimum wage rates are required for all contracts in excess of \$2,000.00. See following page for applicable wage rates.**

THE POSTER AND WAGE DECISION MUST BE POSTED IN A PROMINENT, READILY ACCESSIBLE PLACE ON THE JOB SITE.

- 1.4 SUBSTITUTION OF PRODUCTS, MATERIALS OR METHODS:** All requests for substitutions of products, materials, or methods from that listed in the specifications must be received by the THA, in writing, at least ten (10) days prior to the bid opening date.

Products, materials, or methods may not be substituted unless they were included in the bid in response to an addendum or unless such becomes subsequently unavailable due to reasons beyond the control of the Contractor. Such shall be subject to Tulsa Housing Authority approval.

In order that the bid may be considered responsive, the Bidder must bid on that which is specified and provide all data requested in this Invitation for Bids and in any addenda.

- 1.5 RESPONSIBILITIES OF THE CONTRACTOR:** The contractor is responsible for claims of damage to tenant's property while working on the premises.
- 1.6 SUPERVISION:** The Contractor shall provide an on site, full-time Superintendent who shall be responsible for all phases of work performed under this Contract. Any THA approved Superintendent may be a "working" Superintendent. Pursuant to HUD's Guidelines, a "working" Superintendent is subject to Davis-Bacon Wage Rates, as referenced herein, only if such Superintendent spends more than 20% of their time performing construction work. If the approved Superintendent is not spending over 20% of their time on the job performing construction work, they are excluded from and not subject to Davis-Bacon Wage Rates. ***In order to maintain effective levels of communication with both the Site Manager and the THA Job Representative, each construction crew will consist of one (1) Supervisor capable of speaking and understanding fluent English. THERE WILL BE NO EXCEPTIONS TO THIS POLICY. It is vital to the project that the Site Manager and the THA Job Representative be able to effectively communicate with the construction crew.***

1.7 SUB-CONTRACTORS:

- A. Form 347-Payroll shall be kept daily and submitted to THA weekly for general contractor and subcontractors.
- B. The Contractor is responsible to furnish, upon request, to THA the following information and to keep it on file for a period of three (3) years as required by HUD Manual 1344.1 Page 1-4, Paragraph 1-6, Item d, and Page 3-8 Item C:
 1. Federal and State Tax Identification numbers (HUD Manual 1344.1 Page 3-9, Item 1).
 2. A written Contract with each Sub-Contractor, to which shall be attached the following items (HUD Manual 1344.1, Page 1-4 Paragraph 1-6 Item D, and Pages 2-8, Item 2-7):
 3. Bid tabulation
 4. A copy of HUD Form 5370, General Conditions.
 - a. Copy of the Prevailing Wages determined for this Contract.
 5. A copy of Subcontractor Acceptance, and letter showing THA's acceptance of said subcontractor(s), EEOC, Section 3 and Non-Collusive Affidavit.

- 1.8 SAFETY, CLEANUP AND SPECIAL PROVISIONS:** As required under the terms set forth in this contract, the work shall be performed in a coordinated and safe manner as herein provided and particularly:

- A. Any debris caused by the Contractor shall be removed from the work area daily, placed in the Contractor's containers, and disposed of off site by the Contractor. The use of tenant-owned or THA refuse containers for any purpose is strictly forbidden.

B. If, during the prosecution of the work by the Contractor, the daily cleanup provisions. Of the contract is not observed or an unsafe or hazardous condition is created which may adversely affect persons or property, the THA may, at its discretion, undertake cleanup and deduct the cost of same from the contract amount. If exercised by the THA, this provision does not relieve of release the Contractor and its sureties from any of its responsibilities or obligations under this contract.

- 1.9 STORAGE OF MATERIALS:** Materials transported to and stored in/on the job site are the Contractor’s responsibility until installed and accepted. All tools and equipment stored on the job site shall be the sole responsibility of the Contractor.
- 1.10 OBJECTIONABLE EMPLOYEE:** THA reserves the right to request and expect the Contractor to dismiss from the work any employee whom the THA may deem incompetent, careless, insubordinate, or otherwise objectionable.
- 1.11 REQUEST FOR SUPPLEMENTARY INFORMATION:** It shall be the responsibility of the Contractor to make timely requests of THA for any additional information not already in its possession, which should be furnished by the THA under the terms of the contract and which the Contractor will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as needed, but each shall be filed in ample time to permit appropriate action to be taken by all parties in order to avoid delays. The Contractor shall be fully responsible for any delay in its work or to that of others arising from failure to comply with the provisions of this section.
- 1.12 COMPLETION AGREEMENT:** Contractor agrees to furnish all labor, materials, permits, insurance and equipment necessary to perform and complete all work per plans and specifications.
- 1.13 ASSURANCE OF COMPLETION:** THA requires per HUD Form 5369, Article 10 (a) (1): A performance and payment bond in a penal sum of one hundred percent (100%) of the contract price.
- 1.14 WORK VERIFICATION FOR PAYMENT:** Before payment is made, work completed must be verified by THA. Before draw of final payment is made, Contractor is to furnish evidence of payment in full of all labor and materials and have a signed lien waiver to verify the same.
- 1.15 PRICE CHANGES: CHANGE ORDERS:** If, during construction, THA authorizes additional work. The total cost to THA for such changes shall not exceed 15% profit and overhead and shall be calculated and presented in writing as described in Sections 9 and 10 of the HUD General Conditions for this project. Any change in price must be agreed upon in writing before work is started. In the event Contractor requests a change to the work of the project (excluding days for completion), Contractor will not be penalized days for completion of the project while awaiting THA’s approval of the specific requested change, such delay bearing no fault by the Contractor. Consideration will be given as to days allowed for completion of the project. Consideration as to days to complete the project will be allowed by THA on a case-by-case basis relating to Contractor’s continued work on other unrelated aspects of the project.
- 1.16 TIME CHANGES: CHANGE ORDERS:** If the Contractor wishes to make a claim for an increase in the contract time, written notice as provided herein shall be given. The contractor’s claim shall include a description of the probable effect of the delay on progress of the work. In the case of a continuing delay, only one claim is necessary. Any change in the contract time shall only be made by the execution of a Change Order.

The Contract construction time was determined by the estimated construction time with additional time added for project days lost due to typical adverse weather conditions in the project vicinity. Consideration was given to the projected starting date and an anticipated schedule of work. Adverse weather conditions include abnormal precipitation, temperature and wind conditions. Claims for additional time may be made when the actual weather conditions at the project site cause delay days which exceed the days indicated on the following chart.

Work Days Lost Included in Contract Time

January	February	March	April	May	June	July	August	September	October	November	December
9	8	6	6	3	3	1	1	1	3	2	4

All claims for additional days that exceed the work days lost as indicated on the chart, shall be submitted with documentation from a recognized climatological source such as the Oklahoma Climatological Survey (www.mesonet.ou)

or the National Oceanic & Atmospheric Administration (NOAA) (www.noaa.gov). Other sources must be submitted to THA for approval.

All claims for additional time due to adverse weather conditions that exceed the days indicated on the chart shall be submitted with the next monthly payment application.

Weather conditions and lost workdays shall be recorded daily by the Contractor and submitted to THA with the monthly payment applications.

Unused lost weather days, as indicated in the above paragraph and included in the Contract time, shall be used by THA to offset lost time for other approved delay claims.

- 1.17 RETAINAGE:** THA may withhold (10%) of contract on each draw and on final payment for (30) days after date of completion. **No partial payment may be authorized following the date established for contract completion, unless, authorized Change Order first extends the contract completion date.**
- 1.18 PAY REQUESTS:** Check Request will be turned in by Contractor on Monday of each week to be processed by the following Monday. Any Check Request received after 5:00 PM on Monday is subject to be processed the following week. Checks are generally issued within thirty (30) days. No checks shall be released without **all** documents completed as required, including weekly payrolls from the General Contractor and the sub contractor(s), Certificate and Release, Schedule of Amounts, Periodic Estimate for Partial Payment, Schedule of Stored Materials, Summary of Stored Materials, and Schedule of Change Orders.
- 1.19 APPLICABLE TAXES:** THA is not allowed to extend its tax-deferred status. Contractors and subcontractors are obligated to pay all applicable taxes.
- 1.20 TIME FOR COMPLETION:** The work shall be commenced at the time stipulated in the "Task Order" to the Contractor and shall be fully completed within **Twenty (20) consecutive** calendar days thereafter. Regular working hours are from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays. * Any deviations to the regular working time must be approved in writing from the Contracting Officer. *(**1.New Year's Day:** January 1; **2.Martin Luther King Jr.'s Birthday:** Third Monday in January; **3.President's Day:** Third Monday in February; **4.Good Friday:** Friday before Easter; **5.Memorial Day:** Last Monday in May; **6.Independence Day:** July 4; **7.Labor Day:** First Monday in September; **8.Thanksgiving Day:** Fourth Thursday in November; **9.Day Following Thanksgiving Day:** Fourth Friday in November; **10.Christmas Day:** December 25)
- 1.21 LIQUIDATED DAMAGES:**
1. Liquidated damages are intended to compensate THA for expenses incurred by THA due to the Contractor's failure to complete the work of the contract within the authorized number of calendar days pursuant to the contract. Such amounts are not to be considered as penalties.
 2. THA utilizes a formula to calculate liquidated damages when a contract is not completed on time by Contractor and at no fault by THA. This formula will include the contract price and contract time, but is not limited to these factors. The value of liquidated damages determined by this formula represents a portion of THA's costs incurred due to delays by the Contractor in completing the work of the contract within the authorized number of calendar days. Liquidated damages as set forth in this Project Manual are estimated only. This amount shall not exceed \$250.00, but may be less depending on the project specific conditions and requirements. The actual amount of liquidated damages will be set forth in the final Contract executed by Contractor and THA.
 3. The Contractor agrees:
 - a. To pay, liquidated damages for each calendar day beyond the number of calendar days authorized for completion of the work of the contract, and
 - b. To authorize THA to deduct liquidated damages from any money due or coming due to the Contractor.

c. If no monies are due to the Contractor, THA shall have the right to recover liquidated damages from the Contractor, from the surety, or from both the Contractor and the surety.

4. Liquidated damages will not be assessed for any days covered by an approved and agreed upon time extension. Deductions or payment of liquidated damages will not release the Contractor from further obligations and liabilities to complete the entire contractor.

1.22 COMMUNICATIONS: All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given or delivered at the office of the Contractor stated on the signature page of the contract (or at other office as he/she may from time to time designate in writing to THA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to THA shall, unless otherwise specified in writing to the Contractor, be delivered to the Tulsa Housing Authority, 415 East Independence, Tulsa Oklahoma 74106, and any notice to or demand upon THA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said THA at such other address as THA may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post or in the case of telegrams, at the time of actual receipt, as the case may be.

The Contractor shall designate, in writing, at the time of execution of the contract, the name of its duly authorized representative with whom THA may conduct all business in connection with the operating of the contract. The Contractor shall also designate, in writing, its duly authorized superintendent to whom the THA representative may give written "FIELD NOTICE", which will consist of instructions regarding compliance with the provisions of this contract. List address and telephone number of person(s) authorized to receive messages during normal working hours.

1.23 BUILDING PERMITS: The CONTRACTOR shall obtain the City of Tulsa Permits for this work. From that time forward, the Contractor shall be responsible for all required contact with the City of Tulsa as a result of his/her receipt of this Permit. THA will receive copies of any permits acquired.

1.24 INSPECTION FEES: Inspection Fees charges by the City of Tulsa to THA have been waived by City Ordinance No. 13639 with the exception of any fees incurred because of sewer work. Therefore, Contractors are instructed not to figure these costs in the bid. However, Contractors must continue to apply for permits and call for all inspections as required by code. Permits will be made out and mailed to THA and there will be no charge for the fees by the City of Tulsa. In order to eliminate confusion between HUD's Tulsa FHA Office and THA at the City Inspection Department, the Contractor must present the THA Contract Number and/or Purchase Order Number.

1.25 INSPECTION BY OTHERS: The workmanship and materials used are subject to inspection by the related governing entities in addition to THA personnel.

1.26 GUARANTY: Workmanship and materials are to be guaranteed by the Contractor for a period of one (1) year after acceptance by THA.

1.27 INDEMNIFICATION: The following indemnification clause is a contractual obligation to which all contractors are subject:

As and from the date hereof, the contractor agrees to defend, indemnify and hold THA harmless from any all claims or lawsuits that may arise from the contractor's activities under the provisions of this contract that are attributable to the negligent or otherwise wrongful acts or omissions, including breach of specific contractual duties, of the contractor of the contractor's independent subcontractors, agents, employees or officers.

Nothing herein shall be construed to obligate the contractor to protect, indemnify and save THA, its officers and employees harmless from and against liabilities, losses, damages, costs, expenses (including attorney's fees), causes of action, suits, negligent or wrongful acts or omissions of THA or any of its agents, employees or officers.

1.28 DEFECT BOND: THA requires a bond against defective workmanship and materials for 100% of contract price for a period of one (1) year after acceptance by THA.

END OF SECTION

General Decision Number: OK170007 01/06/2017 OK7

Superseded General Decision Number: OK20160007

State: Oklahoma

Construction Type: Residential

County: Tulsa County in Oklahoma.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUOK1997-004 09/01/1997

	Rates	Fringes
Air Conditioning & Heating Mechanic.....	\$ 7.25	
BRICKLAYER.....	\$ 8.93	
CARPENTER.....	\$ 7.25	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	
Drywall Installer.....	\$ 7.50	
ELECTRICIAN.....	\$ 7.25	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 7.36	
Ironworker.....	\$ 7.25	
LABORER		
Laborers.....	\$ 7.25	
Pipelayers.....	\$ 7.25	
PAINTER: Brush Only.....	\$ 7.25	
PLUMBER/PIPEFITTER.....	\$ 7.25	

Power equipment operators:
 Concrete pump.....\$ 7.25
 Tractors.....\$ 7.25

ROOFER, Including Built Up,
 Composition and Single Ply
 Roofs.....\$ 7.79

Sheet metal worker.....\$ 7.25

Tile setter finisher.....\$ 7.25

TILE SETTER.....\$ 9.50

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION



1.01 REQUIREMENTS INCLUDED

- A. Work Covered.
- B. Application for Payment
- C. Coordination
- D. Field Engineering
- E. Value Engineering
- F. Reference Standards
- G. Attendance at Pre-Bid Requirements

1.02 WORK COVERED BY CONTRACT DOCUMENTS:

DRAIN LINE & VCT REPLACEMENT PHASE I AT COMANCHE PARK 73-03

1.03 APPLICATIONS FOR PAYMENT

- A. Construct the Work under a Lump Sum Contract.
- B. Submit to the Contracting Officer three copies of each application under procedures of Article 27. Payments, Page 8 of HUD-5370, General Conditions.
- C. Contents and Format: That provided by the Contracting Officer. All requests for payment will be itemized per THA requirements. (Schedule of Values, Change Orders and Stored Materials).
- D. Retainage: THA will maintain 10% retainage as noted in Paragraph (f) on page 8 of HUD-5370, General Conditions for thirty (30) days after date of substantial completion. Prior to final payment, Contractor shall furnish evidence of payment in full to workmen and suppliers, and may verify the same by furnishing lien waivers. THA must verify work completed prior to payment.

1.04 WORK VERIFICATION FOR PAYMENT:

- A. Before payment is made, work completed must be verified by THA. Before draw of final payment is made, contractor is to furnish evidence of payment in full of all labor and materials and have a signed lien waiver to verify the same.
- B. No checks shall be released without all documents completed as required, weekly payrolls from the General Contractor and the sub contractor, Certificate and Release, Schedule of Amounts, periodic estimate for Partial Payments, Schedule of Stored Materials, Summary of Stored Materials, and Schedule of Change Orders, only documents applicable need be turned in.

1.05 COORDINATION

- A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating future maintenance work. Coordinate with Management for access to units.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections have interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Execute cutting and patching to integrate elements of Work.

1.06 WAGE RATES: SEE ATTACHMENT

1.07 MINIMUM RATES OF PAY:

Davis-Bacon and Related Acts or HUD Determined Prevailing Wage Rates for minimum rate of pay is applicable to this construction project and are attached, both State and Davis-Bacon and Related Acts or HUD Determined, whichever has the higher rate of pay. Provided, however, that pursuant to HUD Regulations, Any State Wage Rate that exceed the corresponding Federal Rates is inapplicable and preempted by the Federal Rates and shall be deemed unenforceable. (Refer to 24 CFR, Parts 950, 941, 965 and 968.)

1.08 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or required by applicable codes.
- B. The date of the standard is that in effect as of the date of the THA - Contractor Agreement, except when a specific date is specified.

1.09 APPLICABLE TAXES:

THA is not allowed to extend its tax-deferred status. Contractors and subcontractors are obligated to pay all applicable taxes.

1.10 PRE-BID:

Attendance is highly recommended, but **not** required. Scope of Work and Bid Forms will be reviewed at Pre-Bid.

1.11 ADDITIONAL CLAUSE ADDED TO CONTRACT

Will apply to low bidder at contract implementation:

VALUE ENGINEERING:

The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily to save money or improve performance under this contract. A VECP is a proposal that requires a change to the instant contract to implement and results in reducing the contract price or estimated cost without impairing essential functions or characteristics, provided that it does not involve a change in deliverable end item quantities only or a change only to the contract type. The contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the sharing rates described below.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less HA costs. Instant contract savings are the net cost reductions on this contract, concurrent savings are measurable net reductions in the prices of other contracts ongoing at the time the VECP is accepted, and future contract savings are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period.

As a minimum, the contractor shall include in each VECP the following information: (I) a description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance; (ii) a list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions; (iii) a separate, detailed cost estimate for the VECP, compared with current costs; (iv) a description and estimate of the costs that HA may incur in implementing the VECP; (v) a statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on contract completion time or delivery; (vi) identification of any previous submission of the VECP.

RECEIVED BY _____

TITLE _____ DATE _____

END OF SECTION

1.01 EXISTING CONDITIONS

- A. Dimensions: Contractor shall verify dimensions at site for built-in work, and for work adjoining that of other trades and for dimensions shown to existing structures or installations.
- B. Possession, use, and responsibility for site: Keep the building site free of rubbish at all times. Remove all waste and site debris promptly.
- C. Salvage material: Materials requiring demolition or to be “removed” shall be stockpiled for the Owner’s review. All material not reused or retained by the Owner shall be considered debris and removed from the project site at the Contractor’s expense.
- D. Existing conditions: In submitting a bid, Contractor acknowledges that he has visited the site and reviewed existing conditions. While every attempt has been made to identify locations of work items, the Contractor is to remedy as specified all problems discovered that are of the same nature as Work Items listed in the Specifications.
- E. Demolition:
 - 1. Contractor shall use extreme care in the demolition, removal, repair or relocation of existing items in order to protect remaining items from damage. Replace any items or areas so damaged with matching, new items of equal quality.
 - 2. Where operations involve the demolition, removal or repair of existing items in the exterior envelope of existing structures, the Contractor shall provide temporary protection as required to maintain the structure in a weather tight, structurally sound, environmentally stable condition at the end of each day and/or end of activity that is associated with these operations.
- F. Temporary / trial use: Contractor may, at no extra cost to Owner, assign qualified personnel to perform equipment tests for Owner’s benefit.

END OF SECTION

1.1 QUALITY ASSURANCE

- A. Reference Standards: For products or workmanship specified or indicated by association, trade or Federal Standards comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of THA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
- C. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive and higher requirement.
- D. Comply with recommendations of reference standards even though they are not mandatory in standard.
- E. Notify Contracting Officer of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
- F. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
- G. Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
- H. Effective Date: Date of standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
- I. Copies: When required by individual sections obtain copy of standard. Maintain copy at job site during work.
- J. Certificates: When required by Contract Documents, or when requested in writing by Contracting Officer, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.

1.2 REFERENCE STANDARD SOURCES

Reference Standards: For copies of specifications and standards referenced in specifications, contact respective organization listed below:

AAMA

American Architectural Manufactures
Association
1540 E. Dundee Road
Suite 310
Palatine, IL 60067

708/202-1350 FAX 708/202-1480

ANSI

American National Standards Institute
Inc.
11 West 42nd Street
New York, NY 10036

212/642-4900 FAX 212/302-1286

ASME

American Society of Mechanical
Engineers
345 East 47th Street
New York, NY 10017

212/644-7722

ASTM

American Society for Testing and
Materials
1916 Race Street
Philadelphia, PA 19103-1187

215/299-5585 FAX 215/977-9679

AWS

American Welding Society
PO Box 351040
Miami, FL 33135

800/334-9353 FAX 305/443-7559

(On NIBS CCB) = Have documents on National Institute of Building Sciences Construction Criteria Base (NIBS CCS) program of company discs (CD-ROM). Information about the NIBS CCB program is available from the National Institute of Building Sciences, 1201 L Street NW, Suite 400, Washington, DC20005, 202/289-7800.

END OF SECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Attendance is highly recommended, but **IS NOT** required.
- B. Participation **IS** required at preconstruction conference.
- C. Contractor administration of progress meetings and pre-installation conferences required.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions- Coordination of Work.
- B. Section 01300 - Submittals: Progress Schedules; shop drawings, product data, and samples.
- C. Section 01400 - Quality Control.
- D. Section 01700 - Contract Close Out: Project Record Documents.

1.03 PREBID AND PRECONSTRUCTION CONFERENCES

- A. THA Contracting Officer will administer pre-bid conference at THA offices for clarification of THA and Contractor responsibilities in use of site and for review of administrative procedures. The bidders *may* then be taken to the site to review the buildings.
- B. THA Contracting officer will administer the preconstruction conference at THA offices. Project start and completion date will be determined and other administrative procedural responsibilities will be reviewed.

1.04 PROJECT MEETINGS

Schedule and administer Project meetings through progress of the Work as deemed necessary by the THA Contracting Officer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 MANUFACTURED ARTICLES:

Manufactured articles, materials, equipment to be applied, installed, connected, erected, used, cleaned, conditioned as directed by manufacturer's printed instructions unless otherwise specified. Where materials are specified by more than one name for one use, select any of those specified. Keep copies of such printed recommendations at job site, and deliver one to Owner.

1.02 COST SCHEDULES:

- A. Schedule of costs to be prepared by Contractor within TEN (10) days of award of contract showing cost of each work item of construction with overhead and profit added to each item. List cost of bond (to be paid in full in first request for payment), insurance and general conditions separately. Submit on HUD Form 51000, Schedule of Amounts for Contract Payments.
- B. In addition to HUD form 51000 and if different than that Form, Contractor shall prepare a Schedule of Work Items Costs within TEN (10) days of award of contract showing cost of each work item of construction, itemized as per the headings of HUD Form 51000, with overhead and profit added to each item. List cost of bond separately, to be paid in full in first request for payment. This Schedule shall be approved and used as the basis for Change Order adjustments to the contract. If this information is not different than HUD Form 51000, submit letter with that Form so stating.

1.03 CONSTRUCTION SCHEDULE:

In addition to above and within thirty (30) days of award of contract or initial endorsement, submit HUD Form 5372, "Anticipated Monthly Value & Actual Schedule Progress form".

1.04 SUBCONTRACTOR LIST:

Prepare a list of proposed subcontractors including material suppliers. Submit for approval before sub-contracts are awarded. No sub-contractors to be employed on work unless approved by Owner.

1.05 MONTHLY REQUESTS FOR PARTIAL PAYMENT:

Submit four copies of each of the following for each month's request for partial payment:

- A. Submit completed HUD Form 51001 each month. Under the "Description of Item" section, add the following column headings; "Quantity, Unit Price, Unit Total". Under the "Completed to Date" section, add the following column headings: "Quantity, Unit Value Completed". "Quantity, Unit Price, and Unit Total: to correspond to previously submitted HUD Form 51000. Quantity completed for General Conditions line item on this form to correspond to total percentage of work completed to date.
- B. Submit completed HUD Form 5372 each month with updated information.
- C. Submit completed HUD Form 51003 for each subcontractor and General Contractor for each month either entity requisitions payment for any respective new stored materials. Submit copies of applicable material invoices with this form.
- D. Submit completed HUD Form 51004, cumulative summary of HUD 51003 Forms, for each month a HUD Form 51003 is submitted.

1.06 CHANGE ORDERS:

If during construction, Owner authorizes additional work, total cost to Owner for such changes shall be calculated and presented as described in Sections 9 and 10 of the HUD General Conditions for this project and as follows:

- A. Provide detailed estimates listing all items of labor and material with quantities and unit prices extended for each item. This applies to all sub-contract work as well as work done by the General Contractor and to all estimates.
- B. Fee for Contractor or sub-contractor shall not exceed Commission or combined Overhead & Profit listed in Section 29-changes, paragraph (F) (1-3) for determining equitable adjustment of fees of HUD General Conditions. Overhead listed in this section to apply "To Contractor and/or the subcontractor for that portion of the work performed with their respective forces-" shall not exceed ten (10) per cent of the cost of the work.
- C. Total cost to Owner to be as outlined in HUD General Conditions, Section 29.
- D. Material and labor line item totals shall not exceed the unit costs stated in Schedule of Work Item Costs. **TOTAL COSTS FOR CHANGE ORDERS SHALL NOT EXCEED 15% P/O.**

1.07 SHOP DRAWINGS AND SAMPLES:

Transmit each shop drawing, sample, or submittal to THA with Contractor's transmittal form or letter, not by sub-contractor's or supplier's form. Identify each item submitted with Contractor's name, date, project, material, quantity and other pertinent data. Submittals shall consist of two (2) stages.

1.08 SHOP DRAWINGS - FIRST STAGE SUBMITTAL

- A. Material list identifying materials and equipment to be used. Submit not less than three (3) copies to Owner for approval within thirty (30) days after award of contract, one copy to be returned. Materials found to be acceptable and not requiring further clarification shall be approved on basis of the materials listed. Materials rejected must be re-submitted as an amendment to the material list. Material requiring the submittal of additional information will be marked for second stage submittal. Material list shall include:
 - 1. Specification sub-section number and title.
 - 2. Manufacturers, type, model and size.
 - 3. Identification of vendor for specifically fabricated items such as structural or miscellaneous steel, reinforcing, doors and frames, millwork, etc.
- B. Samples, colors, patterns, textures for approval or selection: Submit all materials required for color selection or approval. No selections possible by Owner until all materials received so complete coordination possible. Submit sufficient samples to show range of shades, tones, values, pattern, texture and other features as specified or directed. Label or tag each sample or set of samples indicating:
 - 1. Manufacturer, brand name, catalog or manufacturer's no.
 - 2. Project title.
 - 3. Intended use.

Two copies manufacturer's catalog sheets showing illustrated cuts of items furnished, scale details, sizes, dimensions, capacities, controls, performance characteristics, wiring diagrams and all other pertinent information. One copy of approved and/or disapproved submissions will be returned to Contractor. Contractor shall make corrections as required and furnish two corrected copies to Owner and others as needed.

1.09 SHOP DRAWINGS -SECOND STAGE SUBMITTALS:

Detailed information cuts and drawings covering specific items of equipment, systems, fabricated items, and installation details. Second stage submitted within thirty (30) days or in sufficient time so as not to cause delay in the work as follows:

- A. Standard Manufactured Items: Two copies manufacturer's catalog sheets showing illustrated cuts of items furnished, scale details, sizes, dimensions, capacities, controls, performance characteristics, wiring diagrams and all other pertinent information. One copy of approved and/or disapproved submissions will be returned to Contractor. Contractor shall make corrections as required and furnish two corrected copies to Owner and others as needed.

- B. Drawings of fabricated items: Submit one reproducible transparency of each drawing and one blue or black line print for architectural items. Submit two blue or black line prints for structural, mechanical and electrical items. Provide space (4" x 4") at right of tracing (or as additional border on transparency) for stamps. After checking, Owner will keep print for his record and return transparency to Contractor. When resubmission is required, correct original tracing, resubmit new transparency and print for approval. When approval is obtained, Owner will return transparency to Contractor. Contractor shall obtain prints as required by him for distribution as needed.

**GENERAL CONTRACTORS
REQUEST FOR SUBSTITUTION
(Submit 2 copies)**

Date: _____ Request No. _____

To: THA Complex: _____ No: _____

(Name and Address of Contractor) _____

Hereby request approval of the following product or system as an "approved substitution".

NAME AND DESCRIPTION OF SPECIFIED PRODUCT OR SYSTEM:

SPECIFICATION SECTION NO: _____ PAGE (S): _____

PARAGRAPH (S): _____ DRAWING NO.(S): _____

DETAIL OR SECTION NO.(S) _____

Use separate form for each submittal.

SPECIFIED PRODUCT

Product Characteristics:

Material: _____
Flammability: _____
Smoke Density: _____
Moisture Absorption: _____
Elasticity: _____
Water Resistance: _____
Substrate Compatibility: _____
Installation On: _____
Concrete: _____
Steel Frame: _____
Wood Studs: _____
Drywall: _____

Test Reports:

Is exact condition covered? _____
Rated Assembly? _____

Restrictions:

Substrate: _____

Environmental Restrictions:

Outside Air Temperature _____
Inside Air Temperature _____
Relative Humidity _____
Wind Load _____
Equipment Loads _____
Moisture Test Req'd? _____

Guarantee: _____

Availability: _____

Costs: _____

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS:

SUBSTITUTION AFFECTS OTHER MATERIALS OR SYSTEMS:

_____ YES _____ NO - IF YES ATTACH COMPLETE DATA.

SPECIFIED PRODUCT

Product Characteristics:

Material: _____
Flammability: _____
Smoke Density: _____
Moisture Absorption: _____
Elasticity: _____
Water Resistance: _____
Substrate Compatibility: _____
Installation On: _____
Concrete: _____
Steel Frame: _____
Wood Studs: _____
Drywall: _____

Test Reports:

Is exact condition covered? _____
Rated Assembly? _____

Restrictions:

Substrate: _____

Environmental Restrictions:

Outside Air Temperature _____
Inside Air Temperature _____
Relative Humidity _____
Wind Load _____
Equipment Loads _____
Moisture Test Req'd? _____

Guarantee: _____

Availability: _____

Costs: _____

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR MEP WORK:

YES _____ NO _____ - IF YES, ATTACH COMPLETE DATA.

SAVINGS OR CREDIT TO OWNER FOR ACCEPTING SUBSTITUTE:

\$ _____

THE ATTACHED DAT IS FURNISHED HEREWITH TO SUPPORT EVALUATION OF SUBSTITUTE:

CATALOG DWGS SAMPLES

TESTS REPORTS OTHER

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SUBSTITUTION HAS BEEN FULLY CHECK AND COORDINATED WITH THE CONTRACT DOCUMENTS.

BY: _____

FIRM NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

THE FOLLOWING TO BE COMPLETED BY THE ARCHITECT/THA REPRESENTATIVE:

SUMMARY:

SUBSTITUTION APPROVED: _____ YES _____ NO

APPROVED WITH RESTRICTIONS:

1. _____

2. _____

SUBMITTAL REQUIRED: _____ YES _____ NO

REMARKS: _____

END OF SECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Quality Control
- B. Workmanship
- C. Manufacturer's instructions and Certificates.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Applicability of reference standards.
- B. Section 01300 - Submittals: Manufacturer's Instructions.

1.03 QUALITY CONTROL, GENERAL

Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality as judged in the units visited at the pre-bid conference. Persons skilled in their trade must perform Work. Work shall be done in a timely manner without unnecessary delay.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibrations, and racking.

1.05 MANUFACTURER'S INSTRUCTIONS

Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from THA before proceeding.

1.06 MANUFACTURER'S CERTIFICATES

When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products meet or exceed specified requirements.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

1.01 REQUIREMENTS INCLUDED

- | | | |
|--------------------------------|---------------------------|------------------|
| A. Products | C. Storage and Protection | E. Substitutions |
| B. Transportation and Handling | D. Product Option | |

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Reference Standards
- B. Section 01400 - Quality Control
- C. Section 01700 - Contract Close Out: Operation and maintenance data: Warranties and bonds.

1.04 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.

1.05 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Contractor shall be aware of vandalism and theft and is advised not to leave tools or materials unattended at the job site.

1.06 STORAGE AND PROTECTION

Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

1.07 PRODUCT OPTIONS

- A. Products specified by Reference Standards or description only: any product meeting those standards.
- B. Products specified by naming one or more manufacturers with a provision for substitution: Submit a request for substitution for any manufacturer not specifically named.
- C. Products specified by naming several manufacturers: Products of named manufacturers meeting specifications: No options, no substitutions allowed.

1.08 SUBSTITUTIONS

- A. After bidding, substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor.
- B. Document each request with complete data on substitution form substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs that may subsequently become apparent.
- D. THA will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

END OF SECTION

1.01 REQUIREMENTS INCLUDED

- A. Close-Out Procedures.
- B. Project Record Documents.

1.02 RELATED REQUIREMENTS

Document HUD-5370 - General Conditions: Fiscal Provisions, legal submittals, and other administrative requirements.

1.03 CLOSE-OUT PROCEDURES

When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that work is complete in accordance with Contract Documents and is ready for THA to inspect.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Contractor shall not use waste containers at the site.
- C. Clean exterior surfaces exposed to view of all foreign substances.
- D. Clean interior surfaces exposed to view; remove temporary labels, stains and foreign substances.

1.05 PROJECT RECORD DOCUMENTS

- A. Store documents separate from those used for construction. Keep documents current; do not permanently conceal work until required information has been recorded.
- B. At Contract Close-Out:
 - 1. Submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
 - 2. Submit set of drawings reflecting changes as indicated on Project Record Drawings.

END OF SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Existing drywall as needed to expose the drain lines.
- B. VCT, and base trim to prepare surfaces for new materials.
- C. Trench cut the concrete subfloor to expose the cast iron drain line.
- D. Cabinets, countertop, stove, and refrigerator as needed for drain line replacement. **SALVAGE AND REINSTALL EXISTING.**
- E. Damaged sub-flooring as needed upstairs bathrooms.
- F. All drain lines to be replaced on first floor of units from kitchen sink, and washer box to the main 4" line.

1.02 CERTIFICATES

- A. All Federal, State, and Local Certificates, Permits, Licenses, and Records of Compliance will be turned over to THA as soon as they are received by Contractor, unless needed for job site posting.

PART 2 PRODUCTS -NOT USED

PART 3 EXECUTION

3.01 SALVAGE MATERIAL

- A. Prior to commencement of demolition activity, Contractor shall provide a written inventory of all reusable material to THA Contract Coordinator. Upon approval of said inventory contractor shall clearly mark all reusable items in advance of demolition. Identification to be securely attached to each salvageable item, and to read "To be reused. Do not destroy".

3.02 PROTECTION

- A. Contractor shall use extreme care in the demolition, removal, repair or relocation of existing items in order to protect remaining items from damage. Replace any item or areas so damaged with matching, new items of equal quality.
- B. Where operations involve the demolition, removal or repair of existing items in the exterior envelope of existing structures, the Contractor shall provide temporary protection as required to maintain the structure in a stable condition at the end of each day and/or end of activity that is associated with these operations.
- C. Where operations involve the demolition, removal, repair or relocation of existing utilities, the contractor shall notify the **THA Job Representative of his plan for disruption of services**, time involved and plans for coordinating his work with the Owner. Contractor shall receive the THA Job Representative's approval prior to commencing these operations.
- D. Do not close or obstruct egress width to any building or site exit. If egress is to be closed or obstructed contractor is to provide temporary means of egress.

3.03 CLEAN UP

- A. Remove all debris daily from the job site.
- B. Use of project dumpsters is strictly prohibited.

END OF SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Miscellaneous wood blocking and bracing as required.
- B. ¾" bc decking. For sub-flooring replacement around tubs and toilets in second floor bathrooms.

1.02 RELATED WORK

Section 02050: Demolition
Section 06200: Finish Carpentry
Section 09650: Resilient Flooring

1.03 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Framing Lumber: Lumber to be S4S Yellow Pine or Fir or approved equal, conforming to National Forest Products Association Standard covering the applicable species. All lumber to be grade marked by a grading association or agency.
- B. Sub flooring 23/32" Plywood.

2.02 ACCESSORIES

- A. The Contractor shall supply and use only nails, screws, spikes, and staples of galvanized type for exterior locations, high humidity locations, and treated wood; plain finish for other interior locations; size and type to suit application.
- B. Bolts, nuts, washers, lags and screws: medium carbon steel, size and type to suit application; galvanized for exterior locations, high humidity locations and treated wood; plain finish for other interior locations.
- C. Fasteners: toggle bolt type for anchorage to hollow masonry, if required. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolts or power activated type for anchorage to steel.
- D. Glue and Screw down new Decking.

2.03 INSTALLATION

- A. The Contractor shall install all wood studs, joists, rafters, blocking, furring, decking and miscellaneous framing and furring at 16 inches o.c. typically.
- B. Match existing lumber with like dimension members when replacing damaged members. Construct members of continuous pieces of longest possible lengths or as required for approval of code inspection officials and to the satisfaction of the THA Representative.
- C. Do not cover framing Work with sheathing before code inspection official has passed construction or the THA Representative has approved all framing Work.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Match existing lumber with like dimension members when replacing damaged members. Verify Decking size before (Ordering). Construct members of continuous pieces of longest possible lengths or as required for approval of code inspection officials and to the satisfaction of the THA Representative.
- B. Do not cover framing Work with sheathing before code inspection official has passed construction or the THA Representative has approved all framing Work.
- C. Floor decking: install plywood with long side perpendicular to floor joints over joist, staggered. Screw and glue, with liquid nails, at 6" o.c. along edges and 12" o.c. along intermediate supports.
- D. Screw down existing Decking to Ensure Structural Integrity.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Base trim for the complete unit.
- B. The Contractor is responsible for renovating, rebuilding and/or replacing all items damaged - complete with all accessories.
- C. Re-install removed cabinetry.

1.02 RELATED WORK

Section 02050: Demolition
Section 06100: Rough Carpentry
Section 09650: Resilient Flooring

1.03 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

Match existing.

2.02 ACCESSORIES

- A. The Contractor shall supply and use only nails, spikes, and staples of size and type to suit application.
- B. The Contractor shall supply Glue.

2.03 INSTALLATION

- A. The Contractor shall set and secure materials and components in place, plumb, level and true to match existing finish carpentry items.
- B. Verify all related items of Work are placed and ready to receive finish carpentry.
- C. Caulk from VCT to Base.
- D. Acceptance of Work is subject to the approval of the THA Representative.

END OF SECTION

PART 1 – GENERAL

PART 1- GENERAL

1.01 WORK INCLUDED

- A. Installation of new R-13 fiberglass batt insulation in the exterior wall where sheetrock is removed.

1.02 RELATED SECTIONS

- A. Section 02050 Demolition
- B. Section 06100 Rough Carpentry

1.03 SUBMITTALS

- A. Comply with requirements of Section 01300-Submittals.
- B. Product Data: Submit manufacturer's product data including installation instructions.
- C. Certification: Submit manufacturer's certification indicating insulation meets specified requirements.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly indicating manufacturer and material.
- B. Store materials indoors in a clean, dry area protected from damage and in accordance with manufacturer's instructions.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable sections of the code having jurisdiction.

PART 2 – PRODUCTS

2.01 MATERIALS

- B. Batt insulation shall be preformed glass fiber type with six (6) mil thick membrane vapor barrier of polyethylene with an R-13 thermal barrier.

2.02 ACCESSORIES

- A. The Contractor shall provide and use nails and staples of type and size to suit application.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install all materials and products in strict accordance with the manufacturer's written instructions and recommendations.
- B. Trim insulation neatly to fit spaces using batts free from damage; leave no gaps or voids. Verify adjacent materials are dry and ready to receive installation.
- C. Acceptance of Work is subject to the approval of the THA representative.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Seal all gaps ¼” or smaller with caulk.
- B. All penetrations shall be caulked.
- C. Caulk all new trim to the walls and floor.

1.02 SUBMITTALS

- A. Comply with requirements of Section 01300-Submittals.
- B. Product Data: Submit manufacturer’s product data including installation instructions for caulk.
- C. Certification: Submit manufacturer’s certification indicating materials meet specified requirements.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer’s original, unopened containers and packaging with labels clearly indicating manufacturer and material.
- B. Store materials indoors in a clean, dry area protected from damage and in accordance with manufacturer’s instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. For interior applications use a 25 year latex paintable caulk.
- B. For caulking applications in possible wet areas use a 25 year silicone, with a mildewcide.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Inspect surfaces to receive caulk. Contractor is to correct any surface defects that may affect proper installation of products. Do not begin installation until unacceptable conditions and defects have been corrected.

3.02 INSTALLATION

- A. Install all materials and products in strict accordance with the manufacturer's written instructions and recommendations.
- B. Verify adjacent materials are dry and ready to receive installation.
- C. E.Clean adjoining surfaces before applying caulking and sealants; ensure surfaces are dry.
- F. Clean all spillage and excess caulk from areas of Work and ensure prevention of damage to surrounding or adjacent materials and surfaces.
- G. Acceptance of Work is subject to the approval of the THA Representative.
- A. Caulk all surfaces prior to painting

3.03 CLEANING

- A. Clean surfaces in accordance with manufacturer’s written instructions prior to installation of caulk.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Supply and install new gypsum wall board to match existing thickness.
- B. All high moisture areas shall receive green board installed.
- C. Tape bed and finish new gypsum board.

1.02 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Gypsum Wallboard Water Resistant Panel for all high moisture areas and standard Gypsum Wall Board in all other areas.
- B. Ready mixed all-purpose joint compound.
- C. Paper joint tape.
- D. Metal corner beads.
- E. Drywall screws minimum length 1 ¼”.

2.02 ACCESSORIES

The Contractor shall provide and use nails, beads and moldings of type and size to suit application in accordance with ASTM C754 and GA 216 unless otherwise directed by the THA Representative.

3.01 EXECUTION

- A. All ends and edges of Gypsum Wallboard shall be located over framing members or other solid backing.
- B. Contractor shall install blocking as needed to support drywall sheets. If original framing does not provide adequate nailing surface.
- C. Drywall shall be installed perpendicular to the framing.
- D. Screws shall be spaced not more than 12” on center for ceilings and 16” on center for walls where the framing members are 16” on center. Screws shall be spaced not more than 12” on center for both ceilings and walls where framing members are 24” on center.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Repair any surface defects in first floor slab including cracks, low spots and deterioration.
- B. Repair or replace any defective plywood on the second floor.
- B. Fill all cracks in concrete with patching and leveling compound.
- C. **Install new VCT flooring and apply sealant, and wax (2 coats)**

1.02 RELATED WORK

- A. Rough Carpentry.
- B. Finish Carpentry.
- C. Demolition.

1.04 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Replacement tile shall be Azrock V-210 - 1/8" x 12" x 12" or approved equal.

2.02 INSTALLATION

- A. Remove and replace all Vinyl Composition Floor Tile with new materials. Neatly caulk around fixtures, escutcheons, all corners and where tub and other plumbing fixtures And floor base meets tile. Cut and fit tile tight to protrusion and perpendicular installation. Follow Manufacturer's written instructions and recommendations for installation. Install materials True to lines and levels to provide surface flatness with maximum variation of 1/8 inch in ten (10) Feet.
- B. Ensure surfaces of sub-flooring materials are true, plumb, level, dry and ready for installation of new tile material before beginning Work. Do not begin work before inspection and approval by the THA Representative. Do not begin tile Work before preparation for installation of plumbing fixtures, cabinets, and miscellaneous fixtures, accessories and equipment.
- C. **Ensure all stair tread and riser covers are cleaned and in good repair. If loose, damaged or defective items are found replace same with matching material in accordance with manufacturer's written instructions.**
- D. Upstairs vanity and water closet to be reinstalled in location removed from, raise boot to adjust for overlayment and caulk around vanity and water closet.
- E. Acceptance of Work is subject to the approval of the THA Representative.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Prim and Paint all interior paintable surfaces replaced to complete drain line replacement.
- B. A stain blocking primer shall be used in areas where excessive stains appear.

1.02 REGULATORY REQUIREMENTS

- A. Apply all painting in accordance with the paint manufactures recommendations.
- B. Conform to applicable sections of the code having jurisdiction.
- C. Submit paint data and color match samples for approval prior to painting.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Kelly-Moore Primer / Sealer or approved equal.
- B. Kelly-Moore THA Bone White Semi-Gloss Interior Paint or approved equal.

PART 3 EXECUTION

2.01 EXECUTION

- A. A full two –coat process shall be used. One primer coat shall be applied and allowed to dry prior to the second final coat being applied.
- B. Surfaces to be painted should be prepared according to the manufacturers recommendations.
- C. Existing surfaces shall be protected from over spray or splatters. Any existing surface damaged, shall be cleaned up and/or painted as needed.

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Remove existing cast iron 2" kitchen sink and washing machine drain lines to main 4" trunk drain.
- B. Replace removed drain lines with new PVC-DWV COEX Cellular Core - ASTM F 891 (typical) to meet code.
- C. Install double direction clean out if not existing. Clean out shall be installed in the units in a concealed location – i.e. under sink.

1.02 REGULATORY REQUIREMENTS

- A. Conform to applicable sections of the code having jurisdiction.
- B. Contractor responsible for pulling permits, and scheduling city (Code Enforcement) inspections.
- C. Contractor shall furnish proof of passed inspections prior to final payment.

1.03 SUBMITTALS

Submit manufacturer's installation instructions and material and color samples. A submittal of all materials used is required for approval prior to start of construction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All drain lines shall be PVC-DWV.
- A. All joints shall be glued.
- B. Glue connecting fittings where new PVC line is connected into the old Clay Pipe / Cast Iron Pipe.
- E. Dimensions: It shall be the responsibility of the contractor to insure that the new sewer line is installed at a proper elevation to maintain proper flow. He shall make necessary field measurements to install new sewer in as straight of line as possible and eliminate unnecessary turns, bends or drops in elevation. All new installation shall be in compliance with the most stringent codes and/or City of Tulsa guidelines.
- F. Contractor shall field verify all the footage of the sanitary sewer to be replaced.

2.02 ACCESSORIES

Use only new accessories designed to be compatible with existing components and equipment.

2.03 INSTALLATION

- A. The Contractor shall set and secure materials and components in place, plumb, level and true.
- B. Verify all related items of Work are placed and ready for replacement of items of work included in this section.
- D. Install all equipment in accordance with manufacturer's instructions and prevailing industry standards in a neat and workmanlike manner.
- E. Acceptance of Work is subject to the approval of the THA Representative.
- F. This Contractor shall guarantee to the Owner all work performed under this contract to be free from defects in material and workmanship for a period of one (1) year from date of final acceptance. Contractor shall also guarantee the work to be rigidly and securely supported and anchored, and that piping will be free from vibration, buckling, water hammer, etc. Latent defects arising within one year period, upon notification by the Owner shall be promptly corrected by this Contractor without additional cost to the Owner.

HOUSING AUTHORITY OF THE CITY OF TULSA

CONTRACT FOR NAME OF PROJECT

THIS AGREEMENT made this ___ day of _____ in the year Two-Thousand and Fifteen by and between **CONTRACTOR'S NAME**, a Corporation organized and existing under the laws of the State of Oklahoma, hereinafter called the "Contractor", and the **HOUSING AUTHORITY OF THE CITY OF TULSA**, hereinafter called "THA".

WITNESS THIS DAY, the Contractor and THA for the consideration stated herein, mutually agree as follows:

ARTICLE 1: GENERAL. Contractor agrees to furnish all labor, materials, insurance and equipment necessary to perform and complete all work for the **PROJECT NAME @ COMPLEX(S) & NUMBER(S)** in accordance with Plans and Specifications as set out in Article 8 herein.

- 1.1 Contractor shall visit the site and thoroughly acquaint him/herself with all conditions incidental to completion of the work specified. Failure to inspect or to include in the bid all of the work specified will not relieve the Contractor of complying with these specifications in their entirety and performing all the work specified for the sum as shown in Article 6.
- 1.2 Any price change in the Contract must be agreed upon in writing before work is started.

ARTICLE 2: INDEMNIFICATION. The Contractor agrees to assume all risk of loss and to indemnify, defend and hold THA, its directors, officers, employees and agents harmless from and against any and all liability that THA, its directors, officers, employees and agents, may sustain as a result of all claims, damages, liabilities, demands, suits, losses, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the THA) arising out of or in connection with Contractor's services under this Agreement, with the exception of those liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments that arise out THA's negligent or intentional acts or omissions in which case, Contractor would not be responsible for the portion attributable to THA's negligent or intentional acts or admissions. THA, its directors, officers, employees and agents, shall also be entitled to recover attorneys' fees incurred in establishing its right to indemnification. In the event that any demand or claim is made or suit is commenced against THA arising from or in connection with this Agreement, THA shall give prompt written notice thereof to Contractor and Contractor shall have the right to compromise or defend the same to the extent of its own interest. Contractor also agrees to indemnify and hold THA harmless should any goods or services provided by Contractor under this Agreement, infringe upon the patent, copyright or trade secret of another.

- 1.1 The Contractor must furnish a certificate of Workers' Compensation in accordance with the State of Oklahoma Worker's Compensation Laws and Liability Insurance and to furnish both State and Federal Tax Identification numbers. THA requires that the Contractor have a minimum of \$1,000,000.00 each occurrence, of general liability, automobile liability, and further that THA be a named insured on all insurance policies. All services rendered there under must be performed in a professional workmanship manner.
- 1.2 Upon THA furnishing Contractor a notice of claim against THA for damages as a result of alleged actions by Contractor personnel, Contractor is to immediately notify its insurance carrier and request their carrier's investigation and process of the subject claim on behalf of THA.

ARTICLE 3: TERM OF CONTRACT. Contractor shall have (#) calendar days from date of notice to proceed to complete all work of this contract.

ARTICLE 4: PAYMENTS. Contractor is entitled to progress payments every 30 days on this contract. Before payment is made, work completed must be verified by THA. All payrolls to date and requested paperwork must be submitted before payment of draw will be processed. Before draw of final payment is made, Contractor is to furnish evidence of payment in full of all labor and materials and have a signed lien waiver to verify the same. Ten percent (10%) will be withheld from each draw. Contractor may bill for retainage 30 days after project is substantially complete.

ARTICLE 5: LIQUIDATED DAMAGES. Liquidated damages of \$xx.xx per day will be assessed for each day exceeding the scheduled completion date.

ARTICLE 6: CONTRACT SUM. The total Contract sum is **Amount and NO/100s DOLLARS (\$000.00)**, which includes acceptance of alternate(s) and alternate pricing as listed in Article 7 below

ARTICLE 7: ALTERNATES. The above price includes the acceptance of the following Alternates: N/A

ARTICLE 8: CONTRACT DOCUMENTS. The Contract documents shall consist of the following component parts:
A. This Contract containing two (2) pages.
B. Bid Documents, Plans, Specifications dated Date containing # pages.
C. Addendum #1, to the bid documents, dated Date.

ARTICLE 9: SPECIAL CONDITIONS. THA reserves the right to cancel this contract upon ten days written notice to Contractor should the Contractor fail to meet the requirements of this contract and specifications.

All Documents, Specifications and Plans within the bid package are as fully a part of this Contract as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

sample

CONTRACTOR.

ATTEST:

BY: _____

TITLE: _____

HAPPY ROAD
SOME PLACE
PHONE: (XXX) XXX XXXX
FEIN NO.: XXX

HOUSING AUTHORITY OF THE CITY OF TULSA

ATTEST:

BY: _____

TITLE: _____ President / CEO

415 East Independence
Tulsa, OK 74106
(918) 582-0021

CERTIFICATION:

I, _____, certify that I am the _____ of the Corporation named as contractor herein; and that _____, who signed this contract on behalf of the contractor, was then _____ of said Corporation; that said contract was duly signed for in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE

SEAL

(PRINT OR TYPE ALL NAMES UNDERNEATH SIGNATURES)

MINORITY BUSINESS ENTERPRISE PARTICIPATION

Under guidelines established by the US Department of Housing and Urban Development for implementation of Executive Order 12432, the HOUSING AUTHORITY OF THE CITY OF TULSA promotes the participation of Minority and Women Business Enterprises (M/WBEs) and Section 3 firms in contracts involving its housing programs. It is the goal of the Housing Authority of the City of Tulsa that certain percentages of the dollar value of contracts and subcontracts let, in connection with its programs, be awarded to M/WBEs and/or Section 3 firms. These goals include: Ten percent (10%) of the dollar value of the total of contracts awarded and purchases made for management operations; and Twenty percent (20%) of the dollar value of the total contracts awarded and purchases made with modernization funds.

The term “Minority and Women Business Enterprises” means businesses of which at least 51 percent are both owned and controlled in management and daily operations by minorities or women. The term “Minorities” includes, but is not limited to, African Americans, Hispanic American, Native Americans, Asian Americans, and Hasidic Jewish Americans. The term Section 3 refers to low and very low income businesses and businesses with employees who are recipients of HUD assistance for housing.

Information or assistance on minority business enterprises can be obtained from the Construction Services Department.

Tulsa Housing Authority Goals Minority / Women Business Enterprises and Section 3

The TULSA HOUSING AUTHORITY of the City of Tulsa (THA) notifies all bidders that in regard to any contract entered into, Minority and Women Business Enterprises (M/WBEs) and Section 3 firms will be afforded equal opportunity to submit bids and will not be discriminated against on the grounds of race, color, sex, national origin or financial status in consideration of an award.

Bidders of contracts shall agree to meet established THA M/WBE and Section 3 goals or shall demonstrate and document "to the greatest extent feasible" efforts to include minority, women-owned and Section 3 business firms in subcontract awards. These firms shall submit with their bids the "Letter of Assurance 'A'"—Schedule of Subcontractors/Suppliers Bid Solicitation.

Contractors who propose to perform the entire contract with their own work forces, without the use of Subcontractors, are required to submit with their bids documentation of their intent to make material purchases of goods, equipment and other services from M/WBEs and/or Section 3 firms, or document its effort to the greatest extent feasible to do so. These firms shall submit with their bid "Letter of Assurance 'B'"—Work Force Statement. Those firms utilizing their own forces must also submit information sufficient for THA to determine their demonstrated capabilities and that it is a normal business practice to perform the contract without the use of Subcontractors.

"To the greatest extent feasible" shall be defined and demonstrated by a Contractor's effort to solicit M/WBEs and/or Section 3 firms to bid on subcontracts and/or their effort to purchase goods and supplies from M/WBE and/or firms and/or their efforts to hire M/WBEs and/or Section 3 individuals.

A bidder who fails to adequately document a their effort "to the greatest extent feasible" to subcontract with M/WBE and/or section 3 firms or to purchase significant material supplies from M/WBE'S and/or section 3 firms may be denied award of the contract by THA on the basis of the contractor's failure to be a "responsible bidder" and a "responsive bidder". The forms (letter of assurance "a" - schedule of subcontractor/supplier bid solicitation and letter of assurance "b" - work force statement) must be completed by all bidders and submitted with their bids in order for their bids to be considered.

Information obtained will be retained by THA as permanent records of the prime Contractor's effort "to the greatest extent feasible" to meet the goals set by THA.

CIVIL RIGHTS COMPLIANCE

The Equal Opportunity Requirements and Goals are in effect, along with the following Civil Rights Acts, as Amended, and Executive Orders, as Amended. The following must be complied with and included as part of this bid.

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000-2000d-4), CFR 4, Part 1
2. Title VII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601)
3. Executive Orders - No. 11063
4. Fair Housing Act (42 US C. 3601-36), 24 CFR Part 135
5. Section 3 of the HUD Act of 1975
6. Age Discrimination Act of 1975, (42 U.S.C. 6101 et seq.), 24 CFR Part 146
7. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794) - 29 CFR Part 8
8. Physical Accessibility - Architectural Barriers Act of 1968 (42 US C. 4151-4157); 24 CFR Part 40; Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8); Fair Housing Act (24 CFR Part 100)

For reference, refer to:
HUD Manual #7417.1 (Rev. 1)
Pages 3-31 through 3-36 10/80

LABOR PROVISION

1. DAVIS-BACON AND RELATED ACT, AS AMENDED (40 U.S.C. 276) "DBRA"
2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED, 40 U.S.C. 328 "CWHSSA"
3. COPELAND ACT (ANTI-KICKBACK ACT), AS AMENDED, 40 U.S.C. 276 ©
4. FAIR LABOR STANDARDS ACT, AS AMENDED - 29 U.S.C. 202 ET SEQ. "FLSA"
5. AMERICANS WITH DISABILITIES ACT OF 1990

For reference, refer to:
Federal Labor Standards Compliance
HUD Manual 1344.1, 12/83

Rev. 1/95
kss

**HOUSING AUTHORITY OF THE CITY OF TULSA
FORM OF BID**

- 1.1 PROJECT: DRAIN LINE REPLACEMENT PHASE II @ SANDY PARK 73-10**
- 1.2 LENGTH OF CONTRACT: Will be for 365 days. When a unit comes available a Task Order will be assigned. All work shall be completed within Twenty (20) CALENDAR DAYS AS STATED IN THE TASK ORDER. Liquidated damages will be assessed at less than \$250.00* per day thereafter.**
- 1.3** The undersigned, having familiarized themselves with the conditions affecting the cost of the work, the Form of Contract, as prepared by the Housing Authority of the City of Tulsa, 415 E. Independence, Tulsa, Oklahoma 74106, hereby proposes to furnish all Permits, Licenses, Insurance, Labor, Materials, Equipment, Services, Freight, Applicable Taxes and Fees required to perform the duties as per THA Specifications for ITEMS LISTED ABOVE, at the above identified location for the following amount:
- 1.4 PLEASE ENTER BASE BID AMOUNT FOR THE FOLLOWING: DRAIN LINE REPLACEMENT @ SANDY PARK**

ONE BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

TWO BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

THREE BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

FOUR BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

1.5 **Addenda Acknowledgment:** the following addenda have been received and are part of this bid.

Addenda No. 1, dated _____ Addenda No. 2, dated _____

1.6 **BID ACCEPTANCE OR REJECTION:** The Authority reserves the right to accept or reject any or all bids; to waive minor irregularities or formalities. Price alone will not be the sole determining criteria in awarding of bid.

1.7 **M/WBE / SECTION 3 CERTIFICATION**

A M/WBE is a business in which a woman or a minority owns and operates at least 51% of the business. (See minority list at bottom of this page.)

A Section 3 business concern is one that provides economic opportunities for a class of persons that has a majority controlling interest in the business; employs a substantial number of such persons; or meets such other criteria as the Secretary of HUD may establish.

- is a M/WBE - is not a M/WBE
- is Section 3 - is not Section 3

**HOUSING AUTHORITY OF THE CITY OF TULSA
FORM OF BID**

1.8 **COMPANY NAME:** _____

ADDRESS: _____ **CITY:** _____ **STATE/ZIP:** _____

PHONE NUMBER: _____ **FEIN NUMBER:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

NAME OF COMPANY OWNER: _____

1.9 **All Documents, Specifications and Plans within this bid package are as fully a part of this Form of Bid as if hereto attached or herein repeated.**

In submitting this bid, it is understood the right is reserved by the HOUSING AUTHORITY OF THE CITY OF TULSA to reject any and all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the HOUSING AUTHORITY OF THE CITY OF TULSA.

MINORITIES: Black American, Native American, Hispanic American, Asian/Pacific American, Hasidic Jew

PROOF OF INSURANCE

IN ADDITION TO COMPLETING THIS FORM, A COPY OF YOUR CERTIFICATES OF INSURANCE (MEETING THE LIMITS SPECIFIED FOR THIS PROJECT) MUST BE ATTACHED TO THIS SHEET.

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

REMINDER

INSURANCE: The Contractor must furnish Certificates of **Workers Compensation, General Liability, and Automobile Insurance**. THA requires that all Contractors have a **minimum of \$1,000,000.00** each of General Liability and Automobile Liability, per occurrence. **Certificate of Insurance shall include THA as a named insured for the duration of this contract. Contract will not be awarded to a Contractor who cannot provide proof of insurance in the required amounts. Evidence of Insurance must be included with Sealed Bid.**

STATEMENTS OF BIDDER'S QUALIFICATIONS

Submit on (a) separate sheet (s) the following information and data. Information should be clear and comprehensive.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. State whether bidder is a corporation, partnership, or sole proprietor.
5. If Corporation, give date and State of incorporation.
6. Number of years engaged in contracting business under present name.
7. Contracts in progress (gross amounts of contracts, estimated completion dates, project owner, and architect) and completed projects for the previous three years.
8. General character of work performed by your company.
9. Report any failures to complete work awarded to you, (where, when, and why). Report any contracts on which you have defaulted.
10. Provide name and address of bonding company and name and address of agent.
11. Three business references (include name, address, and phone number).
12. Submit financial statement no more than sixty (60) days old. (To be submitted by the apparent low bidder, within ten (10) days after bid opening and prior to contract award.)

FORM OF NON-COLLUSIVE AFFIDAVIT

**AFFIDAVIT
(PRIME BIDDER)**

STATE OF _____)
) SS
COUNTY OF _____)

_____, bring duly sworn, deposes and says: that he is
(Name)

_____, of the firm/company of _____,
(Partner or Corporate Title)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the TULSA HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE
(Bidder, if an individual)
(Partner, if a Partnership)
(Officer, if a Corporation)

Subscribed and sworn to before me this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission expires: _____

(SEAL)

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certificate is required pursuant to Executive Order # 11246 (30 FR. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the EQUAL EMPLOYMENT CLAUSE; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Bidders Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to EQUAL OPPORTUNITY CLAUSE.

YES

NO

3. Compliance reports were required to be filed in connection with such contract or subcontract.

YES

NO

4. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES

NO

4. If answer to item three (3) is "NO," please explain in detail on reverse side of this certification

Certification - The information above is true and complete to the best of my knowledge and belief.

Name/Title of Signer: _____

Signature: _____ **Date:** _____

SECTION 3 CLAUSE CERTIFICATE

- A. **The work to be performed under this contract is subject to the requirements of SECTION 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.**
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 134, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor's Name: _____

Signature of Authorized Representative: _____

Date: _____

**LETTER OF ASSURANCE “A”
SCHEDULE OF SUBCONTRACTOR(S)/SUPPLIERS
BID SOLICITATION**

The undersigned bidder hereby assures that our firm will meet or exceed the Tulsa Housing Authority’s established M/WBE and Section 3 goals or shall demonstrate and document “to the greatest extent feasible” an effort to comply with the THA’s effort in giving M/WBE and Section 3 firm’s opportunity to win subcontract awards.

SUBCONTRACTOR OR SUPPLIER ADDRESS AND PHONE NUMBER NAME OF CONTACT PERSON	CLASSIFICATION*	TYPE OF WORK OR MATERIALS	AMOUNT OF BID

***Non-Minority, African American, Hispanic American, Female, Native American, Asian American, Hasidic Jewish American, Section 3, Other.** _____

The undersigned intends to enter into a formal agreement with minority Contractors/suppliers if they are the low bidders, conditioned upon execution of a contract with THA. This is not intended to commit the undersigned to execute a contract with each and every M/WBE and/or Section 3 firm listed on this schedule. Use additional sheets if necessary.

NAME OF COMPANY

DATE

SIGNATURE

TITLE (Officer of Company)

**LETTER OF ASSURANCE “B”
NOTICE TO ALL BIDDERS**

COMPLEX NAME AND NUMBER: Sandy Park 73-10

The TULSA HOUSING AUTHORITY notifies all bidders/proposers that in regard to any contract entered into the bidder must complete the “Work Force Statement”. This “Work Force Statement” shall only include employees who will be working specifically on this contract. Contractors failing to complete the “Work Force Statement” may be denied award of the contract by THA based on the Contractor’s failure to be a “Responsible Bidder” and a “Responsive Bidder”.

WORK FORCE STATEMENT

EMPLOYMENT CLASSIFICATION	AFRICAN AMERICAN	NATIVE AMERICAN	HISPANIC	FEMALE	SECTION 3	OTHER	WHITE
OWNER/ PRINCIPAL							
CONSTRUCTION MANAGERS							
FOREMAN							
SKILLED							
HELPERS							
LABORERS							
MANAGER							
ADMINISTRATOR							
PROFESSIONALS							
TECHNICIANS							
CLERKS							
GRAND TOTAL							

CONTRACTOR’S NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

DATE: _____

FEIN OR SOCIAL SECURITY NUMBER: _____

**CERTIFICATION BY BIDDER
REGARDING NON SEGREGATED FACILITIES**

BIDDER: _____

ADDRESS: _____

The Bidder certifies that she/he does not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that the Bidder does not permit any employees to perform their services at any location, under her/his control, where segregated facilities are maintained. The Bidder certifies further that she/he will not maintain or provide for her/his employees any segregated facilities at none of her/his establishments, and that she/he will not permit her/his to perform their services at any location under her/his control, where segregated facilities are maintained. The Bidder agrees that breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurant and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where she/he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors from prior to the award of Subcontractors exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that she/he will retain such certifications in her/his files.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

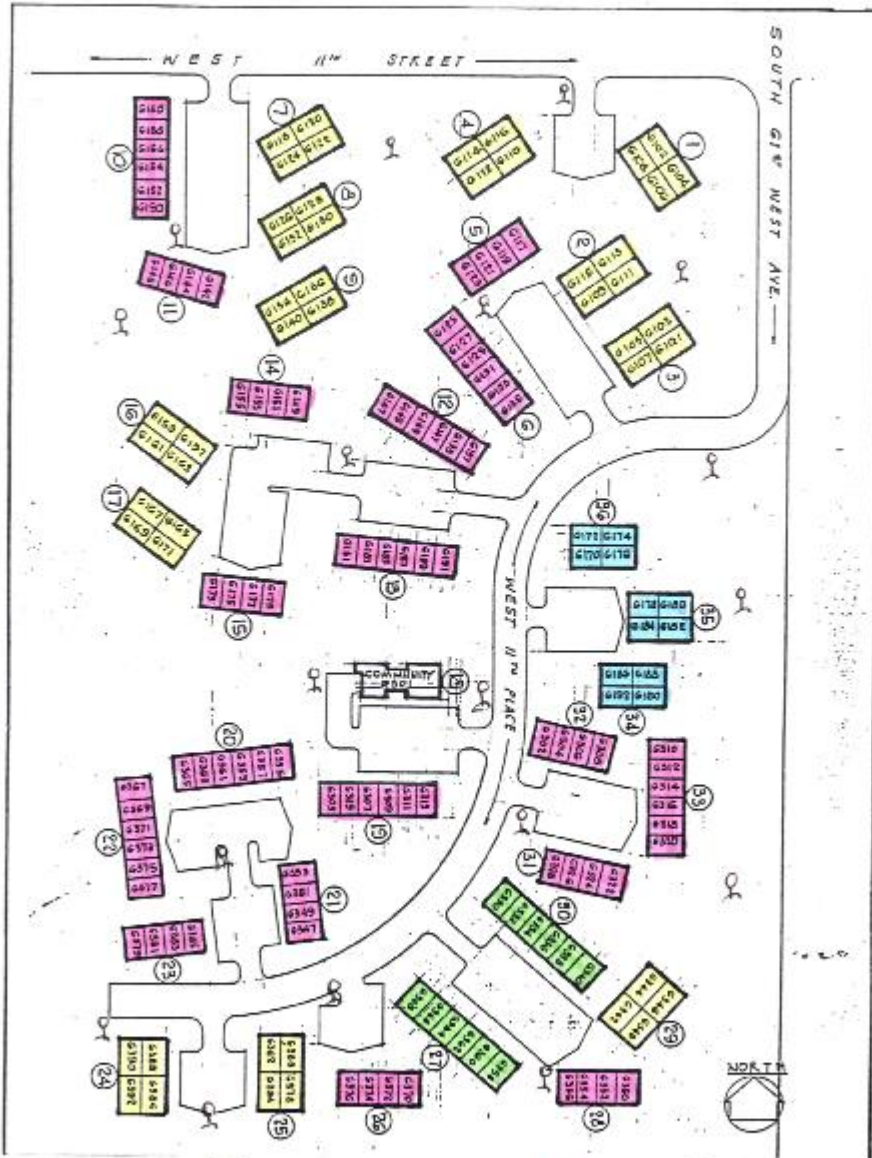
SIGNATURE _____ DATE _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

SANDY PARK

OFFICE
6301 W. 11th Place
Phone: 245-5981 Fax: 245-5982

RESOURCE CENTER
6313 W. 11th Place
Phone: 241-4683



○	□	0 Bdrm	12017 ² 88	□	3 Bdrm	Sight Lights
5934 ² 12	□	1 Bdrm	13924 ² 12	□	4 Bdrm	
9228 ² 48	□	2 Bdrm	○	□	5 Bdrm	
160 Total Units						





**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Matt Letzig
President / CEO
Housing Authority of the City of Tulsa
415 East Independence
Tulsa, OK 74106

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.


(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does  does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

✓ [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

→ (1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

→ (2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

→ (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

→ (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

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

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, 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 provisions set forth in subparagraph (j)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any 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 provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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