



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

# **PROJECT MANUAL**

**FOR**

**IFB 18-006**

**ROOF REPLACEMENT PHASE VIII**

**AT**

**PARKVIEW TERRACE (73-12)  
1615 WEST 59<sup>TH</sup> STREET SOUTH  
TULSA, OK 74107**

**PRE-BID CONFERENCE:**

**JANUARY 23, 2018 @ 10:00 AM**

**AT:**

**PARKVIEW TERRACE  
1615 W. 59<sup>TH</sup> ST. SOUTH  
TULSA, OK 74107**

**BID OPENING:**

**FEBRUARY 1, 2018 @ 10:00 AM**

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

**DATE: January 12, 2018**

**SET NO. \_\_\_\_\_**

**TABLE OF CONTENTS  
FOR  
BIDDING AND CONTRACT DOCUMENTS**

<b>INVITATION TO BID</b>	<b>6</b>
<b>SECTION 01010</b> SUMMARY OF WORK	<b>7</b>
<b><u>DOCUMENTS 00100</u></b> <b>SUPPLEMENTARY CONDITIONS</b> SUPPLIMENT TO INSTRUCTION TO BIDDERS SPECIAL CONDITIONS	<b>8</b> <b>9 – 13</b>
<b><u>WAGE RATES</u></b>	<b>14 - 17</b>
<b><u>DIVISION 1</u></b> <b>GENERAL REQUIREMENTS</b>	
<b>SECTION 01005</b> ADMINISTRATIVE PROVISIONS	<b>18 - 19</b>
<b>SECTION 01015</b> EXISTING CONDITIONS	<b>20</b>
<b>SECTION 01091</b> REFERENCE STANDARDS	<b>21 - 22</b>
<b>SECTION 01200</b> PROJECT MEETINGS	<b>23</b>
<b>SECTION 01340</b> SUBMITTALS	<b>24 - 29</b>
<b>SECTION 01400</b> QUALITY CONTROL	<b>30</b>
<b>SECTION 01600</b> MATERIAL AND EQUIPMENT	<b>31</b>
<b>SECTION 01700</b> CONTRACT CLOSE-OUT	<b>32</b>
<b><u>DIVISION 2</u></b> <b>SITE WORK</b>	
<b><i>DOES NOT APPLY</i></b>	

**TABLE OF CONTENTS  
FOR  
BIDDING AND CONTRACT DOCUMENTS**

**DIVISION 3  
CONCRETE**

<b>SECTION 02050</b> DEMOLITION	<b>33</b>
------------------------------------	-----------

**DIVISION 4  
MASONRY**

*DOES NOT APPLY*

**DIVISION 5  
METALS**

<b>SECTION 05500</b> METAL FABRICATIONS	
--	--

**DIVISION 6  
WOOD & PLASTIC**

<b>SECTION 06100</b> ROUGH CARPENTRY	
---	--

**DIVISION 7  
THERMAL & MOISTURE PROTECTION**

<b>SECTION 07000</b> THERMAL & MOISTURE PROTECTION	
---	--

<b>SECTION 07311</b> SHINGLE ROOFING	<b>34 - 35</b>
---	----------------

<b>SECTION 07920</b> CAULKING AND SEALANTS	
---	--

**DIVISION 8  
DOORS & WINDOWS**

*DOES NOT APPLY*

**DIVISION 9  
FINISHES**

<b>SECTION 09250</b> GYPSUM WALLBOARD SYSTEMS	
--	--

**TABLE OF CONTENTS  
FOR  
PROJECT MANUAL SPECIFICATIONS**

**SECTION 09900  
PAINTING**

**DIVISION 10  
SPECIALTIES**

*DOES NOT APPLY*

**DIVISION 11  
EQUIPMENT**

*DOES NOT APPLY*

**DIVISION 12  
FURNISHINGS**

*DOES NOT APPLY*

**DIVISION 13  
SPECIAL CONSTRUCTION**

*DOES NOT APPLY*

**DIVISION 14  
CONVEYING SYSTEMS**

*DOES NOT APPLY*

**DIVISION 15  
MECHANICAL**

**SECTION 15000  
MECHANICAL WORK**

**DIVISION 16  
ELECTRICAL**

**SECTION 16000  
ELECTRICAL WORK**

**LIST OF UNITS  
SITE MAP**

**36**

# TABLE OF CONTENTS FOR PROJECT MANUAL SPECIFICATIONS

<b><u>REFERENCE DOCUMENTS –</u></b>	
<b>THA SAMPLE CONTRACT</b>	<b>37 - 39</b>
<b>EQUAL OPPORTUNITY, AFFIRMATIVE ACTION AND SECTION 3 REQUIREMENTS OF THE GENERAL CONDITIONS</b>	
MINORITY, WOMEN AND SECTION 3 BUSINESS ENTERPRISE PARTICIPATION	<b>40</b>
NOTICE FOR M/W/S3/BE	<b>41</b>
CIVIL RIGHTS COMPLIANCE	<b>42</b>
 <b><u>BID PACKAGE FORMS</u></b>	
* Form of Bid(s)	<b>43 - 44</b>
* Bonds and Certificates	<b>45 - 46</b>
* Proof of Insurance	<b>47</b>
* Statement of Bidder’s Qualifications	<b>48</b>
* Form of Non-Collusive Affidavit	<b>49</b>
* Certificate of Bidder Regarding Equal Employment Opportunity	<b>50</b>
* Section 3 Clause Certificate	<b>51</b>
* Letter of Assurance “A”	<b>52</b>
* Letter of Assurance “B”	<b>53</b>
* Certification of Bidder Non-segregated Facilities	<b>54</b>
* Representations, Certifications, and Other Statements of Bidders (HUD 5369-A)	<b>Insert</b>
* Previous Participation Certification (HUD Form 2530) <i>Shall be requested from Lowest Responsible Bidder</i>	
* <i>Certification of Payments to Influence Federal Transactions</i> (HUD Form 50071)	<b>Insert</b>
* <i>Disclosure of Lobbying Activities</i>	<b>Insert</b>

***Note:** HUD Form 50071 & the Disclosure of Lobbying Activities are required for all  
Contracts exceeding \$100,000.00*

***ATTACHMENTS:***  
***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 18-006**  
**ROOF REPLACEMENT PHASE VIII**  
**@**  
**(73-12) PARKVIEW TERRACE**

A **Pre-Bid Conference** for this project will be held **January 23, 2018 at 10:00AM** on site at Parkview Terrace, 1615 W. 59<sup>th</sup> St. South, Tulsa, OK 74107.

**THE HOUSING AUTHORITY OF THE CITY OF TULSA** will receive **sealed bids** for the above, until **10:00AM on February 1, 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](http://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. Remove existing Shingle roofing down to decking and replace at the following:**

**Parkview Terrace (73-12)** 1615 W. 59<sup>th</sup> St. Tulsa, OK 74107 – (6 Apartment Buildings)  
Per attached Map – Building #10, 16, 25, 40, 41, and 42,

1. Laminate Shingles, Ridge Vents, Vent Pipe Boots, Drip Edge, and Flashing. Shingles will be wind rated at a minimum of 110 MPH.
2. Replace any damaged decking on buildings being re roofed.
3. Replace damaged fascia coil wrap, and touch up paint as needed on buildings being re roofed.
4. Reattach loose soffit and replace damaged soffit as needed.
5. Replace and paint any missing or damaged vent caps on buildings being re roofed.

**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**
- **Certification of Payment to Influence Federal Transactions (HUD Form) \***
- **Disclosure of Lobbying Activities \***

*\*Required on all Contracts exceeding \$100,000.00*

**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, THA may, at its discretion, undertake cleanup and deduct the cost of same from the contract amount. If exercised by 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 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 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](http://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 "Notice to Proceed" to the Contractor and shall be fully completed within **Sixty (60) 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 Eve:** December 24; **11. Christmas Day:** December 25) **\*\*Note:** *If a designated holiday falls on a Saturday, THA offices will be closed the previous Friday. If a designated holiday falls on a Sunday, THA offices will be closed the following Monday.*
- 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: OK180007 01/05/2018 OK7

Superseded General Decision Number: OK20170007

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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* 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

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

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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](http://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)).

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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.

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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.

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END OF GENERAL DECISION

**1.01 REQUIREMENTS INCLUDED**

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

**1.02 WORK COVERED BY CONTRACT DOCUMENTS:**  
ROOF REPLACEMENT PHASE VIII AT PARKVIEW TERRACE

**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 42<sup>nd</sup> Street  
New York, NY 10036

212/642-4900

FAX 212/302-1286

### **ASME**

American Society of Mechanical  
Engineers  
345 East 47<sup>th</sup> 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**

- B. Products include material, equipment, and systems.
- C. 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. Remove all **roofing** materials down to decking on designated buildings (See site map). This project also includes flashings, drip edge, roofing underlayment and associated materials in preparation to re-roof building.
- B. Remove any damaged roof decking. Notify THA representative to verify buildings and quantities of decking that is damaged and in need of replacing. – An allowance of twenty (20) 4'x8' sheets is to be included in this bid.

**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. Re-roofing of all designated buildings with laminated shingles. Refer to site map for locations.
- B. Replace all damaged roof decking with ½" OSB decking, per manufactures directions. An allowance of 20 sheets is to be included in the bid. Notify THA representative of all damaged roof decking in need of replacement.
- C. Verify all installations are true, level and plumb. Utilize a string-line as necessary to ensure straight lines of installed materials.
- D. Decking is NOT to be permitted to sag or buckle, and will need to be removed and replaced if it does.
- E. Replace all associated vent flashings, and drip edge.
- F. Install Drip edge color matched to fascia or Weathered Wood shingle color.
- G. Install new synthetic roofing underlayment
- H. Install new ridge vent.
- I. Paint all roof vents and caps to match shingles.

### 1.02 RELATED WORK

- A. Rough Wood Framing.
- B. Flashing and Sheet Metal.
- C. Thermal and Moisture Protection.
- D. Miscellaneous Mechanical and Plumbing Roof Penetrations and Flashing.
- E. Painting.

### 1.03 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

### 1.04 REFERENCES:

- A. ANSI/ASTM d225 - asphalt shingles surfaces with mineral granules.
- B. ANSI/ASTM d226 - asphalt-saturated organic felt used in roofing and waterproofing.
- C. ANSI/ASTM d249 - asphalt roll roofing surfaced with mineral granules.
- D. ANSI/ASTM d2822 - asphalt roof cement.
- E. ANSI/ASTM a361 - sheet steel, zinc-coated (galvanized) by the hot-dip process for roofing.

### 1.05 SUBMITTALS:

- A. Submit manufacturer's installation instructions and material and color samples equivalent to Weathered Wood.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Asphalt Shingles for designated buildings for this project shall be Laminate, Minimum 50 year Warranty, ASTM D3161 (110 mph wind), ASTM 3018 Type I, Algae Resistant, Weathered Wood or Similar Color. Acceptable Manufacturers Products – GAF Timberline; Owens Corning Oakridge; Atlas Pinnacle; Certainteed Landmark; Malarkey Legacy Scotchguard.  
**Starter Shingles/Strips shall be used** – GAF Pro-Start, Owens Corning Starter Strip Plus or equivalent. **Inverted 3 Tab shingles will not be used as starter course.**
- B. Replacement Shingles for those missing and/or damaged on buildings are to match existing in kind and color.
- C. Synthetic Underlayment: Owens Corning ProArmor, GAF felt buster, or approved equal
- D. Asphaltic Bitumen shall be ASTM D312, Type I, Asphalt Primer: ASTM D41.
- E. Plastic cement: ANSI/ASTM d2822; asphaltic type with mineral fiber components.
- F. Lap cement: fibrated cutback asphalt type, as recommended for use as an adhesive in the cold application of asphalt roofing or underlayment; free of toxic solvents.

- G. Nails: standard round wire shingle type of hot-dipped zinc-coated steel; minimum 13/64 inch head diameter and 0.080 inch shank diameter; minimum 1 1/4 inch long of sufficient length to penetrate through roof sheathing. Staples will not be utilized.
- H. Metal Shingle Edge flashing: 24 gauge steel sheet, zinc-coated (galvanized) by the Hot Dip Process, 3 inch wide minimum, factory formed with drip edge or as recommended for use with asphalt shingles by manufacturer.
- I. Ridge Vent: GAF Cobra, Owens Corning VentSure or approved equal. **Ridge cap shingles will cover top of Ridge vent. Three (3) tab shingles will not be used to cover Ridge Vents.**

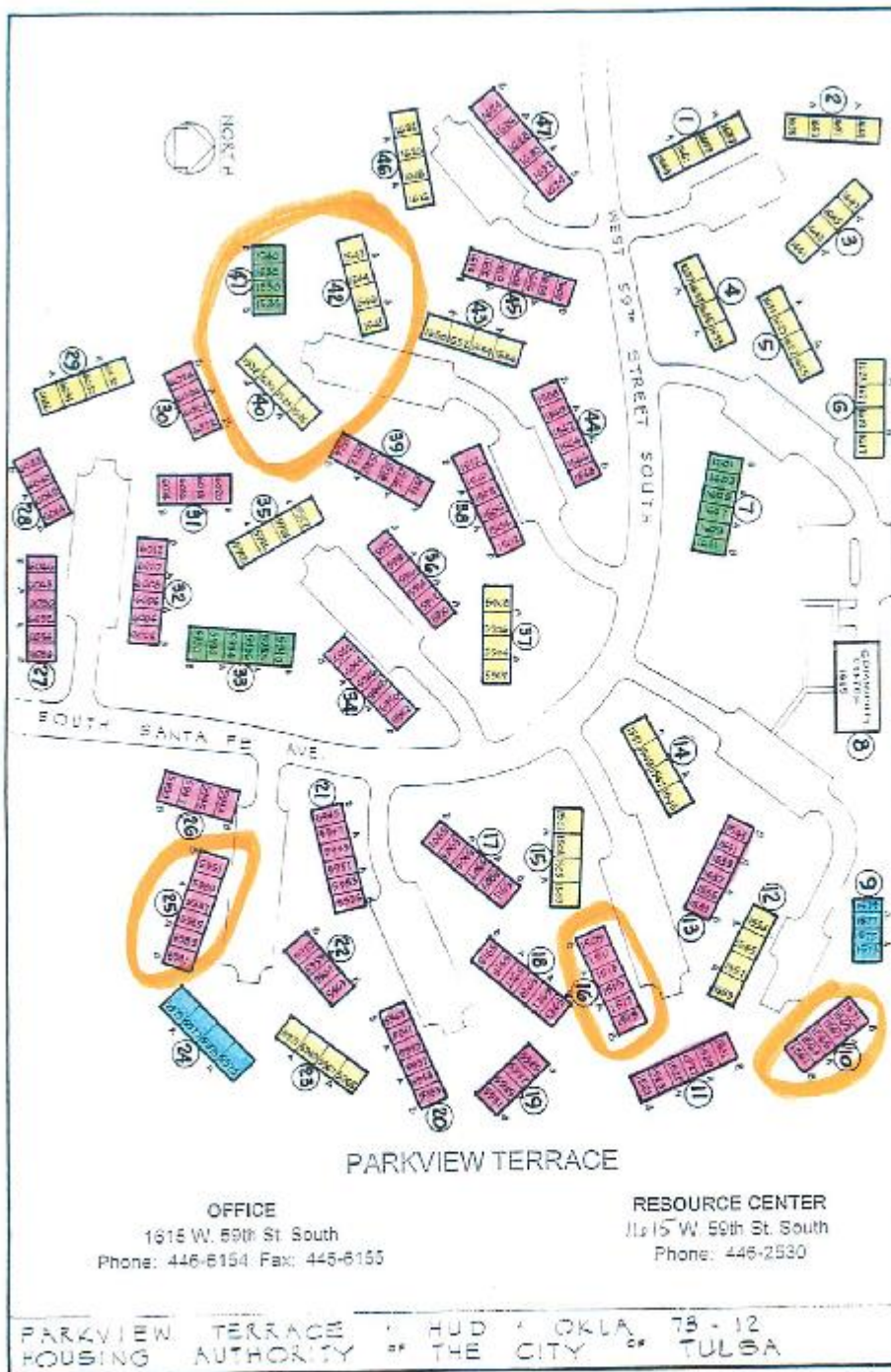
## 2.01 ACCESSORIES

The Contractor shall provide all required accessories as recommended by shingle manufacturer.

## 3.00 EXECUTION

- A. **Install all materials and products in strict accordance with the manufacturer's written instructions and recommendations.**
- B. Verify roof is dry, clean and smooth, free of depressions, waves or projections that will adversely affect the finish work.
- C. Trim materials neatly to fit spaces using new materials free from damage; leave no gaps and voids. Verify adjacent materials are dry and ready to receive installation.
- D. Seal all joints free of air pockets, foreign embedded matter, ridges and sags.
- E. Any and all flashing affected shall be replaced with new material. Place eave edge and gable edge flashing tight with fascia boards. Weather lap joints two (2) inches and seal with plastic cement.
- F. Apply 18 inch wide strip of underlayment with eave edge flush with face of flashing. Secure in place and lap ends minimum six (6) inches.
- G. Starting from eave edge of starter strip, lay additional 36 inch wide strips of underlayment; weather lap plies minimum six (6) inches and nail or staple in place. Lap ends minimum six (6) inches and stagger end joints of each consecutive ply.
- H. Weather lap and seal items projecting through or mounted on roof with plastic cement; weather lap a minimum of four (4) inches over roof underlayment.
- I. Install new shingles in straight coursing pattern with five (5) inch weather exposure to produce double thickness over entire roof area. Provide double course of shingles at eaves. Project first course of shingles 3/4 inch beyond face of fascia boards. Extend shingles 1/2 inch beyond face of gable edge fascia boards. Stagger each successive course of shingles 5".
- J. Valleys:
  - 1. With valley leak barrier already in place, apply the first course of shingles along the eaves of one of the intersecting roof planes and across the valley. Extend the end shingle at least 12" onto the adjoining roof.
  - 2. Apply the succeeding courses in the same manor, extending them across the valley and on to the adjoining roof. Press the shingles tightly into the valley. Use normal shingle fastening methods except that no fastener should be within 6" of the valley centerline and two fasteners should be placed at the end of each shingle crossing the valley.
  - 3. Install the lower or lesser slope first so that water will run over the joint and not into it. Then apply shingles on the adjoining roof plane, starting along the eaves and crossing the valley onto the previously applied shingles.
  - 4. Clip the shingles being installed no less than 2" back from the center line, following a chalk line snapped over the shingles to insure a neat installation.
  - 5. Trim 1" at a 45 degree angle from the upper corner of each end shingle to direct water into the valley.
- K. Install Ridge vents with two inch roofing nails and Ridge Cap shingles designed with the purpose of capping ridge vents with minimum of 1 3/4 inch roofing nails.
- L. Clean adjoining surfaces before applying caulking and sealant; insure surfaces are dry.
- M. Clean all spillage and excess roofing materials from adjacent or surrounding areas of Work and ensure prevention of damage to surrounding or adjacent materials and surfaces.

**END OF SECTION**



133	3 Bdrm 1140 sq <sup>2</sup>
116	4 Bdrm 1371 sq <sup>2</sup>
68	5 Bdrm
9	0 Bdrm
68	1 Bdrm 600 sq <sup>2</sup>
	2 Bdrm 714 sq <sup>2</sup>

## ***HOUSING AUTHORITY OF THE CITY OF TULSA***

### **CONTRACT FOR A FOR THE HOUSING AUTHORITY OF THE CITY OF TULSA**

**THIS AGREEMENT (also referred to as "Contract")**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand Eighteen, by and between **INSERT LEGAL NAME OF ENTITY HERE** a Corporation organized and existing under the laws of the State of Oklahoma, hereinafter referred to as "**CONTRACTOR**", and the **HOUSING AUTHORITY OF THE CITY OF TULSA**, hereinafter referred to as "**THA**".

**WITNESS THIS DAY**, the **CONTRACTOR** and **THA** for the consideration stated herein mutually agrees as follows:

- ARTICLE 1: TERM OF CONTRACT.** The Contract will be for an initial period of one (1) year commencing pursuant to the dates stated in the Notice to Proceed. **This Contract may be renewed for up to four (4) additional one (1) year terms with a written agreement from both parties and the availability of continued funding. This Article is not meant to indicate that this Contract will or shall be renewed. THA, solely, holds the option to renew this Contract.**
- ARTICLE 2: GENERAL CONDITIONS.** The **CONTRACTOR** will meet all State and Local government insurance, licensing, training and other requirements pursuant to the specifications as set out in Article 6 herein.
- ARTICLE 3: 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 Board of Commissioners, its directors, officers, volunteers, 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 disability, 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 of **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 omissions. **THA**, its directors, its Board of Commissioners, 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 Auto Liability Insurance, General Liability and/or Errors & Omissions Insurance and to furnish both State and Federal Tax Identification numbers. **THA** requires that the **CONTRACTOR** have Worker's Compensation Insurance and a minimum of \$1,000,000.00 General Liability insurance and automobile liability, and further that **THA** be named as additional insured on all 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 4: SCOPE OF SERVICES.** The services to be rendered by **CONTRACTOR** under this contract shall consist of a **Property Viability Review** for the Housing Authority of the City of Tulsa, all pursuant to the Contract Documents as set forth in Article 6 herein.

**ARTICLE 5: COMPENSATION.** The total contract amount shall be for **INSERT CONTRACT AGREEMENT AMOUNT HERE and 00/100 Dollars (\$0.00).** Payment will be made by THA to CONTRACTOR in a lump sum or following billing submitted to THA by CONTRACTOR upon completion of each Task Area outlined in the Proposal submitted by CONTRACTOR.

Prior to any payment, THA shall have the right to verify any aspect of the CONTRACTOR's work and performance. Work and performance shall be acceptable to THA prior to any payment.

**ARTICLE 6: CONTRACT DOCUMENTS.** Shall consist of the following:

1. Invitation to Bid issued on \_\_\_\_\_.
2. Sealed Bid received from CONTRACTOR, dated \_\_\_\_\_.
3. Contract dated \_\_\_\_\_.

**ARTICLE 7: PERFORMANCE OF SERVICES.** The services provided under this contract are solely for the benefit of THA and neither this contract nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise.

**ARTICLE 8: CONTRACT TERMINATION GENERALLY.** THA shall thereupon have the right to terminate this contract, in whole or in part, at its sole discretion. THA will articulate to the CONTRACTOR at the time of termination the reason for the termination of this contract is "For Cause, For Convenience, For Lack of Funding, Assignability or another type of breach by the CONTRACTOR."

**ARTICLE 9: CONTRACT TERMINATION FOR CAUSE.** Notwithstanding the above, if, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper fashion its obligation under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

**ARTICLE 10: CONTRACT TERMINATION FOR CONVENIENCE.** Notwithstanding the above, THA may terminate this Contract in whole or in part when both parties agree the continuation of the project would not produce beneficial result commensurate with the further expenditure of funds. The two parties shall mutually agree upon the termination conditions, including the effective date, and in the case of partial termination, for a portion terminated. The CONTRACTOR shall not incur new obligations for the terminated portions after the effective date, and shall cancel as many outstanding obligations as possible.

**ARTICLE 11: CONTRACT TERMINATION FOR LACK OF FUNDING.** Notwithstanding the above, all terms of this Contract are contingent upon allocated funding to THA for this particular project. In the event, such allocated funding for this particular project is eliminated or withdrawn from THA by THA's funding source, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

**ARTICLE 12: ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same, without the prior written consent of THA thereto; provided, however, that claims for money due or to become due to the CONTRACTOR from THA under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

**ARTICLE 13: ASSURANCES.** The CONTRACTOR hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements promulgated by THA, by agencies providing funding to THA, or by all other parties with any direct or indirect interest in the work to be performed under the scope of this Contract. The CONTRACTOR will give THA or any authorized representatives of THA access to and the right to examine all records, books, papers, or documents which are related to this Contract.

**ARTICLE 14: ENFORCEABILITY.** The failure of THA and/or the CONTRACTOR to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of rights. If any part, term or provision of this Contract is

held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Contract shall be affected. This Contract may not be amended for any other reason without the prior written agreement of THA and the CONTRACTOR. This Contract constitutes the entire understanding between THA and the CONTRACTOR relating to the subject matter hereof unless any representation or warranty made about this Contract was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

**ARTICLE 15: JURISDICTION IF CONTRACT IS BREACHED.** This Contract shall be governed by the laws of the state of Oklahoma, and THA and the CONTRACTOR agree to submit disputes arising out of or in connection with this Contract to the non-exclusive of the courts in the state of Oklahoma.

**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.

**INSERT CONTRACTOR NAME HERE**

\_\_\_\_\_  
ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

INSERT CONTRACTOR ADDRESS & PHONE HERE

**HOUSING AUTHORITY OF THE CITY OF TULSA**

\_\_\_\_\_  
ATTEST:

BY: \_\_\_\_\_

TITLE: Contracting Officer

415 East Independence  
Tulsa, OK 74106  
918/582-0021

**CERTIFICATION:**

(Execution of this section is required if CONTRACTOR/Service Provider operates under a limited liability corporation, limited liability partnership, a partnership agreement, joint venture and/or corporation. Fill in your legal name and name of the respective business entity that is entering into this Contract/Agreement below.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the \_\_\_\_\_ named as CONTRACTOR herein, that \_\_\_\_\_ who executed this Contract on behalf of the CONTRACTOR was the \_\_\_\_\_ of said \_\_\_\_\_ at the time of the execution, and that (he/she) executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said \_\_\_\_\_ for the uses and purposes therein mentioned, and on oath, I certify that (he/she) was authorized by the governing body of the said \_\_\_\_\_ to execute said instrument on behalf of said \_\_\_\_\_ named herein.

\_\_\_\_\_  
CORPORATE SEAL

## **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: ROOF REPLACEMENTS PHASE VIII @ PARKVIEW TERRACE 73-12**
- 1.2 LENGTH OF CONTRACT: All work shall be completed within Sixty (60) CALENDAR DAYS AS STATED IN THE NOTICE TO PROCEED. 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: ROOF REPLACEMENTS PHASE VIII @ PARKVIEW**

\$ \_\_\_\_\_  
NUMERICAL

\$ \_\_\_\_\_  
WRITTEN

- 1.5 UNIT PRICING FOR: ROOF DECKING OVER THE ALLOWANCE OF 20 - 4'X8 SHEETS**

UNIT OF MEASURE: 1 - 4'X8' SHEET

\$ \_\_\_\_\_

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

Addenda No. 1, dated \_\_\_\_\_ Addenda No. 2, dated \_\_\_\_\_

- 1.7 UNUSED ALLOWANCE DEDUCTION: N/A**

- 1.8 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.

- 1.9 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**

**1.10**    **COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE/ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FEIN NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**NAME OF COMPANY OWNER:** \_\_\_\_\_

**1.11**    **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**

## FORM OF BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_  
as **PRINCIPAL**, and \_\_\_\_\_, as Surety, are held and firmly bound unto the  
**TULSA HOUSING AUTHORITY**, hereinafter call the "THA" in the penal sum of \_\_\_\_\_  
\_\_\_\_\_. Dollars, lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns  
jointly and severally, firmly be these present.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the principal has submitted the accompanying bid,  
dated, \_\_\_\_\_ 2018, for: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or  
if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period  
be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with THA  
in accordance with the bid as accepted, and give with good and sufficient surety or sureties, as may be required for the faithful  
performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the  
failure to enter into such contract and give such bond within the time specified, if the principal shall pay THA the difference between  
the amount specified in said bid and the amount for which THA may produce the required work or supplies or both, if the latter  
amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and  
virtue.

### **BONDS REQUIRED**

A Bid Bond shall be submitted 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 acceptable and payable to the TULSA HOUSING AUTHORITY.

**NOTE: Personal or Company Checks will not be acceptable.**

A Performance and Payment Bond and a Defect Bond, for the amount of the project, will be required.

**DOCUMENTS 00600**  
**BONDS AND CERTIFICATES**  
**BID BOND**

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_ ( SEAL )  
( Individual Principal )

\_\_\_\_\_ Business Address

ATTEST:

\_\_\_\_\_ (Corporate Principal)

\_\_\_\_\_ Business Address

( SEAL )

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (Corporate Surety)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

( Power of Attorney for person signing for surety company must be attached to bond. )

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_ (CORPORATE SEAL)

## 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 named as additional 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

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

☐ YES

☐ NO

3. 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: Parkview Terrace 73-12

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.

**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

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 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

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 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)

# Previous Participation Certification

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

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

## US Department of Agriculture Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects (See instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
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:

- 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.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - 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;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - 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);
  - 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;
  - 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;
- All the names of the principals who propose to participate in this project are listed above.
- 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.
- 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.
- 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).
- 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.
- 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 Contractor, 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 Contract Conditions for Small Construction/Development Contracts

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

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

## 1. Definitions

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

## 2. Prohibition Against Liens

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

## 3. Disputes

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

## 4. Default

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

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

## 5. Termination for Convenience

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

## 6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [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.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

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

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

## 8. Changes

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

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

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

#### 9. Examination and Retention of Contractor's Records

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

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

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

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

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

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

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

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

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

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

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

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

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

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

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

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

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

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



- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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