



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

PROJECT MANUAL

FOR

IFB # 18-001-9999

DRAIN LINE REPLACEMENT PHASE III

AT

**COMANCHE PARK (73-03)
3608 NORTH QUAKER
TULSA, OK 74106**

PRE-BID CONFERENCE:

JANUARY 16, 2018 @ 10:00 AM

AT:

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

BID OPENING:

JANUARY 30, 2018 @ 10:00 AM

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

DATE: January 4, 2018

SET NO. _____

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INSTRUCTIONS TO BIDDERS – HUD Form 5369
GENERAL CONDITIONS – HUD Form 5370

INVITATION FOR BIDS



PROJECT IDENTIFICATION

IFB 18-001-9999 DRAIN LINE REPLACEMENT PHASE III @ (73-03) COMANCHE PARK

A **Pre-Bid Conference** for this project will be held **January 16, 2018 at 10:00am** in the Contracting Conference Room at the Housing Authority of the City of Tulsa, 415 E. Independence, Tulsa, OK 74106.

THE HOUSING AUTHORITY OF THE CITY OF TULSA will receive **sealed bids** for the above, until **10:00am on January 30, 2018** in the **CONSTRUCTION SERVICES DEPARTMENT** of the **TULSA HOUSING AUTHORITY, 415 East Independence, Tulsa, Oklahoma 74106**, at which time and place all bids will be publicly opened and read aloud. No Faxed or Telephoned Bids will be accepted.

DOCUMENTS ARE ON FILE AND MAY BE EXAMINED AND/OR OBTAINED from the HOUSING AUTHORITY OF THE CITY OF TULSA at the above address, or you may view online at the following website: www.tulsahousing.org. There will be a \$20.00 non-refundable document fee for printed copies. For documents to be mailed there will be a \$5.00 fee (separate check from the deposit). Contractor must provide an express account number for next day mailing. **BUSINESS, PERSONAL, or CASHIER CHECKS ONLY. NO CASH.** Any questions should be directed to Bob Rosell – (918) 581-5936.

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

The Project is Based on Task Orders for Individual Apartments. No Bid Bond or Performance Bond is Required.

- A. Replace existing cast iron drain lines, replace the VCT flooring, and base boards of a 1br, 2br, 3br, 4br, 5br unit.
This contract is for 365 calendar days, and units will be assigned as they come available.
- B. Remove existing cabinets, counter tops, stove, and refrigerator (store for reinstallation).
- C. Expose existing drain lines by removing drywall, and concrete building floor/pad.
- D. Remove existing 2” cast iron kitchen sink and washer box drain lines to the main 4” trunk line.
- E. Replace drain lines with new PVC drain lines.
- F. Install new washer box and shutoff valves.
- G. Replace slab fill and concrete removed to expose drain lines.
- H. Replace drywall removed to expose drain lines.
- I. Remove and replace VCT flooring and base trim throughout unit.
- J. Replace any rotten subflooring in 2nd floor bathrooms.
- K. Paint base trim and sheetrock replaced
- L. Reinstall previously removed cabinets, countertop, stove, and refrigerator.

1.02 GENERAL CONDITIONS

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

1.03 QUALITY ASSURANCE

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

1.04 EXAMINATION OF SITE

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

1.05 CONTRACTOR USE OF PREMISES

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

1.06 WORK SEQUENCE

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

END OF SECTION

SUPPLEMENT TO INSTRUCTION TO BIDDERS

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

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

END OF SECTION

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

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

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

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

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

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

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

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

1.7 SUB-CONTRACTORS:

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

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

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

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

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

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

Work Days Lost Included in Contract Time

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

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

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

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

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

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

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

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

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

1.22 COMMUNICATIONS: All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given or delivered at the office of the Contractor stated on the signature page of the contract (or at other office as he/she may from time to time designate in writing to THA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office. All papers required to be delivered to THA shall, unless otherwise specified in writing to the Contractor, be delivered to the Tulsa Housing Authority, 415 East Independence, Tulsa Oklahoma 74106, and any notice to or demand upon THA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said THA at such other address as THA may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post or in the case of telegrams, at the time of actual receipt, as the case may be. The Contractor shall designate, in writing, at the time of execution of the contract, the name of its duly authorized representative with whom THA may conduct all business in connection with the operating of the contract. The Contractor shall also designate, in writing, its duly authorized superintendent to whom the THA representative may give written "FIELD NOTICE", which will consist of instructions regarding compliance with the provisions of this contract. List address and telephone number of person(s) authorized to receive messages during normal working hours.

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

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

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

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

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

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

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

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

END OF SECTION

General Decision Number: OK170007 01/06/2017 OK7

Superseded General Decision Number: OK20160007

State: Oklahoma

Construction Type: Residential

County: Tulsa County in Oklahoma.

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

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

Modification Number	Publication Date
0	01/06/2017

* SUOK1997-004 09/01/1997

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

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

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

Sheet metal worker.....\$ 7.25

Tile setter finisher.....\$ 7.25

TILE SETTER.....\$ 9.50

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



1.01 REQUIREMENTS INCLUDED

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS:

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

1.03 APPLICATIONS FOR PAYMENT

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

1.04 WORK VERIFICATION FOR PAYMENT:

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

1.05 COORDINATION

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

1.06 WAGE RATES: SEE ATTACHMENT

1.07 MINIMUM RATES OF PAY:

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

1.08 REFERENCE STANDARDS

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

1.09 APPLICABLE TAXES:

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

1.10 PRE-BID:

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

1.11 ADDITIONAL CLAUSE ADDED TO CONTRACT

Will apply to low bidder at contract implementation:

VALUE ENGINEERING:

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

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

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

RECEIVED BY _____

TITLE _____ DATE _____

END OF SECTION

1.01 EXISTING CONDITIONS

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

END OF SECTION

1.1 QUALITY ASSURANCE

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

1.2 REFERENCE STANDARD SOURCES

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

AAMA

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

708/202-1350

FAX 708/202-1480

ANSI

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

212/642-4900

FAX 212/302-1286

ASME

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

212/644-7722

ASTM

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

215/299-5585

FAX 215/977-9679

AWS

American Welding Society
PO Box 351040
Miami, FL 33135

800/334-9353

FAX 305/443-7559

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

END OF SECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 PREBID AND PRECONSTRUCTION CONFERENCES

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

1.04 PROJECT MEETINGS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 MANUFACTURED ARTICLES:

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

1.02 COST SCHEDULES:

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

1.03 CONSTRUCTION SCHEDULE:

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

1.04 SUBCONTRACTOR LIST:

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

1.05 MONTHLY REQUESTS FOR PARTIAL PAYMENT:

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

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

1.06 CHANGE ORDERS:

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

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

1.07 SHOP DRAWINGS AND SAMPLES:

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

1.08 SHOP DRAWINGS - FIRST STAGE SUBMITTAL

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

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

1.09 SHOP DRAWINGS -SECOND STAGE SUBMITTALS:

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

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

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

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

Date: _____ Request No. _____

To: THA Complex: _____ No: _____

(Name and Address of Contractor) _____

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

NAME AND DESCRIPTION OF SPECIFIED PRODUCT OR SYSTEM:

SPECIFICATION SECTION NO: _____ PAGE (S): _____

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

DETAIL OR SECTION NO.(S) _____

Use separate form for each submittal.

SPECIFIED PRODUCT

Product Characteristics:

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

Test Reports:

Is exact condition covered? _____
Rated Assembly? _____

Restrictions:

Substrate: _____

Environmental Restrictions:

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

Guarantee: _____

Availability: _____

Costs: _____

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS:

SUBSTITUTION AFFECTS OTHER MATERIALS OR SYSTEMS:

_____ YES _____ NO - IF YES ATTACH COMPLETE DATA.

SPECIFIED PRODUCT

Product Characteristics:

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

Test Reports:

Is exact condition covered? _____
Rated Assembly? _____

Restrictions:

Substrate: _____

Environmental Restrictions:

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

Guarantee: _____

Availability: _____

Costs: _____

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

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

SAVINGS OR CREDIT TO OWNER FOR ACCEPTING SUBSTITUTE:

\$ _____

THE ATTACHED DATA IS FURNISHED HERewith TO SUPPORT EVALUATION OF SUBSTITUTE:

CATALOG DWGS SAMPLES

TESTS REPORTS OTHER

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

BY: _____

FIRM NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

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

SUMMARY:

SUBSTITUTION APPROVED: _____ YES _____ NO

APPROVED WITH RESTRICTIONS:

1. _____

2. _____

SUBMITTAL REQUIRED: _____ YES _____ NO

REMARKS: _____

END OF SECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 QUALITY CONTROL, GENERAL

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

1.04 WORKMANSHIP

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

1.05 MANUFACTURER'S INSTRUCTIONS

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

1.06 MANUFACTURER'S CERTIFICATES

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.04 PRODUCTS

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

1.05 TRANSPORTATION AND HANDLING

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

1.06 STORAGE AND PROTECTION

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

1.07 PRODUCT OPTIONS

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

1.08 SUBSTITUTIONS

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

END OF SECTION

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 CLOSE-OUT PROCEDURES

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

1.04 FINAL CLEANING

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

1.05 PROJECT RECORD DOCUMENTS

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

END OF SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

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

1.02 CERTIFICATES

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

PART 2 PRODUCTS -NOT USED

PART 3 EXECUTION

3.01 SALVAGE MATERIAL

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

3.02 PROTECTION

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

3.03 CLEAN UP

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

END OF SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED WORK

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

1.03 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 ACCESSORIES

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

2.03 INSTALLATION

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

PART 3 – EXECUTION

3.01 EXAMINATION

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED WORK

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

1.03 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

3 ½" Sanitary wood base board.

2.02 ACCESSORIES

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

2.03 INSTALLATION

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

END OF SECTION

PART 1 – GENERAL

PART 1- GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED SECTIONS

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

1.03 SUBMITTALS

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

1.04 DELIVERY, STORAGE AND HANDLING

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

1.06 REGULATORY REQUIREMENTS

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

PART 2 – PRODUCTS

2.01 MATERIALS

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

2.02 ACCESSORIES

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

PART 3 – EXECUTION

3.01 INSTALLATION

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 SUBMITTALS

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

1.03 DELIVERY, STORAGE AND HANDLING

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 – EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

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

3.03 CLEANING

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 ACCESSORIES

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

3.01 EXECUTION

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED WORK

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

1.04 REGULATORY REQUIREMENTS

Conform to applicable sections of the code having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 INSTALLATION

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 REGULATORY REQUIREMENTS

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

2.01 EXECUTION

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

END OF SECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 REGULATORY REQUIREMENTS

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

1.03 SUBMITTALS

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

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 ACCESSORIES

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

2.03 INSTALLATION

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

HOUSING AUTHORITY OF THE CITY OF TULSA

CONTRACT FOR NAME OF PROJECT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: CONTRACT DOCUMENTS. The Contract documents shall consist of the following component parts:

- A. This Contract containing two (2) pages.
- B. Bid Documents, Plans, Specifications dated Date containing # pages.
- C. Addendum #1, to the bid documents, dated Date.

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

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

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

sample

CONTRACTOR.

ATTEST:

BY: _____

TITLE: _____

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

HOUSING AUTHORITY OF THE CITY OF TULSA

ATTEST:

BY: _____

TITLE: _____ President / CEO

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

CERTIFICATION:

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

CORPORATE

SEAL

(PRINT OR TYPE ALL NAMES UNDERNEATH SIGNATURES)

MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE

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

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

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

LABOR PROVISION

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

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

Rev. 1/95
kss

FORM OF BID

1.1 PROJECT: DRAIN LINE REPLACEMENT PHASE III @ COMANCHE PARK 73-03

1.2 LENGTH OF CONTRACT: Will be for 365 days. When a unit comes available a Task Order will be assigned. All work shall be completed within Twenty (20) CALENDAR DAYS AS STATED IN THE TASK ORDER. Liquidated damages will be assessed at less than \$250.00* per day thereafter.

No Bid Bond or Performance Bond is Required - The Project will be based on Task Orders for Individual Apartment Units

1.3 The undersigned, having familiarized themselves with the conditions affecting the cost of the work, the Form of Contract, as prepared by the Housing Authority of the City of Tulsa, 415 E. Independence, Tulsa, Oklahoma 74106, hereby proposes to furnish all Permits, Licenses, Insurance, Labor, Materials, Equipment, Services, Freight, Applicable Taxes and Fees required to perform the duties as per THA Specifications for ITEMS LISTED ABOVE, at the above identified location for the following amount:

1.4 PLEASE ENTER BASE BID AMOUNT FOR THE FOLLOWING: DRAIN LINE REPLACEMENT PHASE III @ COMANCHE PARK

ONE BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

TWO BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

THREE BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

FOUR BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

FIVE BEDROOM APARTMENT

\$ _____
NUMERICAL

\$ _____
WRITTEN

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

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

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

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

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

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

- is a M/WBE - is not a M/WBE

- is Section 3 - is not Section 3

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

1.8 **COMPANY NAME:** _____

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

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

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

NAME OF COMPANY OWNER: _____

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

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

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

PROOF OF INSURANCE

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

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

REMINDER

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

STATEMENTS OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

Bidders Name: _____

Address: _____

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

YES

NO

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

YES

NO

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

YES

NO

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

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

Name/Title of Signer: _____

Signature: _____ **Date:** _____

SECTION 3 CLAUSE CERTIFICATE

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

Contractor’s Name: _____

Signature of Authorized Representative: _____

Date: _____

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

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

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

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

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

NAME OF COMPANY

DATE

SIGNATURE

TITLE (Officer of Company)

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

COMPLEX NAME AND NUMBER: Comanche Park 73-03

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.

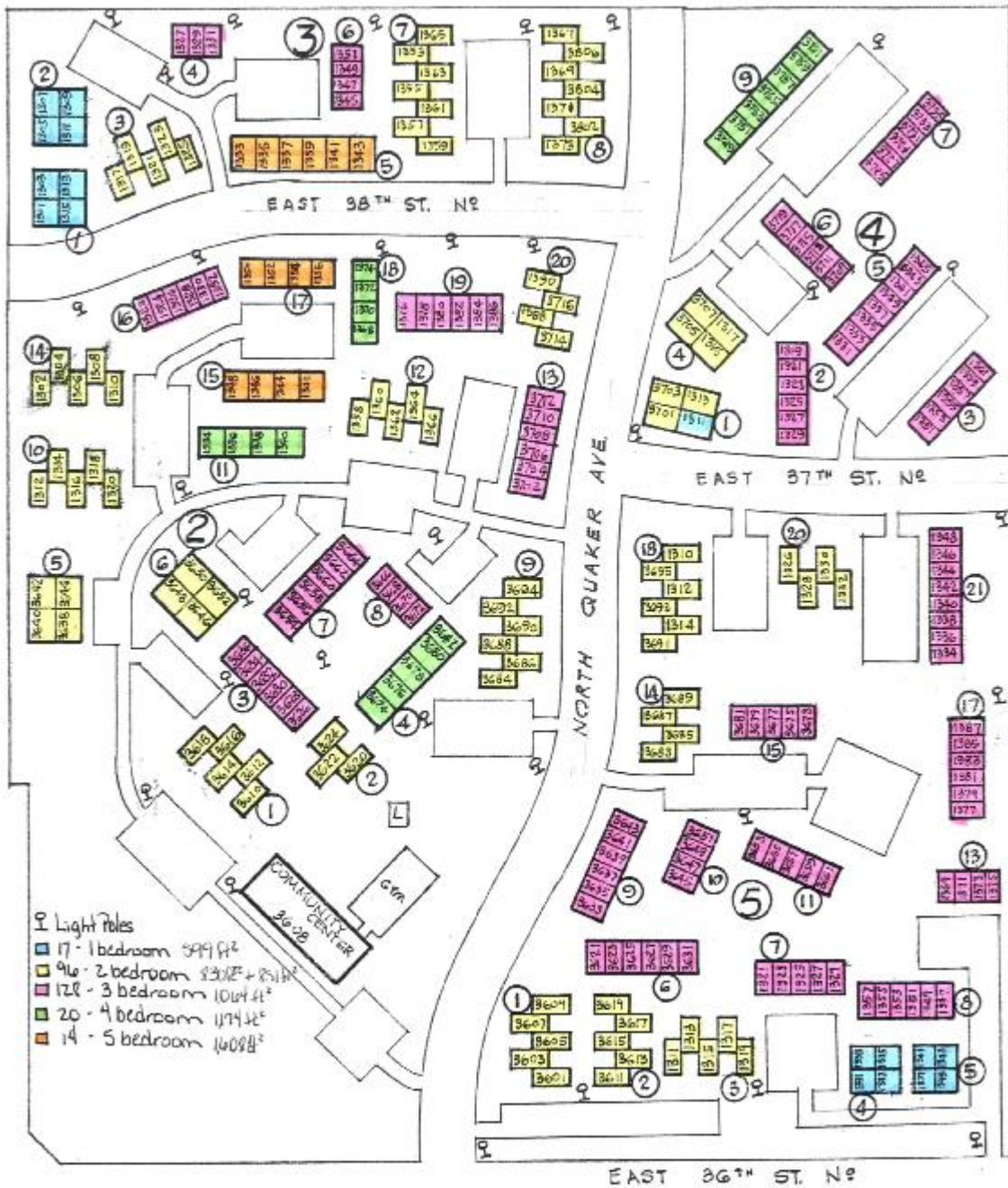
NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE _____ DATE _____

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

3608 N. Quaker

425-7539



COMANCHE PARK HOUSING AUTHORITY

HUD OKLA 73-3 OF THE CITY OF TULSA

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

✓ [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.