
PROJECT MANUAL

NEW OFFICES FOR THE HOUSING AUTHORITY OF DANVILLE

HOUSING AUTHORITY OF DANVILLE
102 McINTYRE CIRCLE
DANVILLE, KY 40423

ARCHITECT

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SCB 1230

March 2013

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HOUSING AUTHORITY OF DANVILLE - NEW OFFICES FOR HOUSING AUTHORITY OF DANVILLE

00010 INVITATION TO BID

00010-1

Sealed bids will be received by the Housing Authority of Danville for construction of the project entitled NEW OFFICES FOR THE HOUSING AUTHORITY OF DANVILLE, Danville, Kentucky. Bids will be received until **9:30 a.m., local time, March 22, 2013**, at the office of the Housing Authority of Danville, 102 McIntyre Circle. Bids will be opened and read aloud.

The work includes, but not limited to items: Site clearing, grading, site paving, landscaping, construction of a wood frame, slab-on-grade, single story structure, finishes, mechanical, plumbing and electric.

A Pre-Bid conference will be held on **March 7, 2013, at 9:30 a.m., local time**, at the office of the Housing Authority of Danville, 102 McIntyre Circle, Danville. Attendance is not mandatory but strongly encouraged.

Contract Documents, including plans, specifications and addenda, may be obtained at Lynn Imaging, 328 East Vine Street, Lexington, Kentucky 40507, 800-888-0693. Plans are to be directly purchased by bidders. Successful low bidder(s) will retain Bidding Documents. Unsuccessful bidders may be offered a refund of \$25.00 for a complete set of Contract Documents, in good condition, on or before thirty (30) days after the bid date. No refunds will be offered for Bidding Documents returned after that date.

Questions or requests for clarification shall be directed to the Architect. Bidding Documents may be examined at plan rooms throughout Kentucky as well as in the offices of:

Housing Authority of Danville, 102 McIntyre Circle, Danville, KY 40423

Attention is called to the provisions for equal employment opportunity and for payment of not less than the Federal minimum wage or salary on the project, as set forth in the Specifications. The Housing Authority of Danville reserves the right to reject any and all bids, or to waive any informalities in the bidding. No bid may be withdrawn without the Owner's consent or forfeit of Bid Security for a period of sixty (60) days subsequent to date for receipt of bids.

Housing Authority of Danville, Rachel White, Executive Director

**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 —

[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.

HOUSING AUTHORITY OF DANVILLE

AMENDMENTS AND CLARIFICATIONS TO REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS

1. Bidder Response

Bidders are reminded that numerous items require a response. The following items are identified by Section and Paragraph: 1.a.2.i; 1.d.2; 2.b.1; 2.b.2; 4.b; 7.a; 7.b; 7.c; 12.b; and 13.

2. Article 2.d. Non-collusive Affidavit

Clarification: A non-collusive affidavit as described Article 2.d.1 will be required for all work for which the total bid exceeds \$50,000.

3. Article 8 Indian Owned Economic Enterprise

Delete Article 8 and make no response.

END OF AMENDMENTS TO INSTRUCTIONS AND CLARIFICATIONS TO REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF BIDDERS

FORM OF BID

TO: HOUSING AUTHORITY OF DANVILLE
102 McINTYRE CIRCLE
DANVILLE, KENTUCKY, 40423

FROM:

Name of Bidder

Address

FOR: NEW OFFICES FOR THE HOUSING AUTHORITY OF DANVILLE

1. **NOTES TO CONTRACTORS:**

- A. Submit Bid on this Form.
- B. Attach only one (1) Bid Bond or Certified Check to one Form.

2. **ADDENDA:** The following Addenda to Contract Documents are hereby acknowledged:

- A. No. _____ Dated _____
- B. No. _____ Dated _____
- C. No. _____ Dated _____

3. **COMMENCEMENT AND COMPLETION:** Work will be started immediately after receipt of Notice to Proceed.

- A. The period of time for Final Completion for the work shall be 180 (one hundred eighty) calendar days from the Notice to Proceed.

4. **BID CALCULATIONS:**

The undersigned having familiarized (himself, themselves) with the local conditions affecting the cost of work, and with the specifications (including; Instructions to Bidders,

this Bid, Non-Collusive Affidavit, the Form of Contract, and the Form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, Technical Specifications and Addenda, if any thereto, and Plans) as prepared by the Housing Authority of Danville, 102 McIntyre Circle, Danville, Kentucky, hereby proposes to furnish all labor, materials, equipment and services required to complete all work described in the Contract Documents.

Bid for the Basic Work (including Allowances):(with a Bid Guarantee Period of 60 days)

For the sum of _____ \$ _____).

5. **SCHEDULE OF ALLOWANCES**

Allowance No. 1: Include a lump sum allowance of \$65,000.00 for custom built-in furniture/ casework. This allowance does not include casework at the Break Room.

Allowance No. 2: Include a lump sum allowance of \$64,000.00 for landscaping and fencing.

Allowance No. 3: Include a lump sum allowance of \$5,000.00 for monumental signage.

Allowance No. 3: Include a lump sum allowance of \$3,600.00 for interior signage.

6. **ALTERNATES:** In the event that the Owner exercises his option to incorporate any or all of the Alternates, the Bidder further agrees to furnish all labor, materials, overhead, profit, supplies and equipment and services, etc, associated with the listed Alternates. Further, the Owner reserves the right to select the Alternates in any sequence the Owner chooses.

Additive Alternate No. 1: Provide an alternate to add a permeable paver system on the parking lot in lieu of asphalt paving. Pipe all water to the storm system as required by Authorities having jurisdiction.

Add \$ _____

Deductive Alternate No. 2: Provide an alternate to delete ALL work associated with the CCTV security system.

Deduct \$ _____

Deductive Alternate No. 3: Provide an alternate to delete wainscoting and interior wood window trim throughout. Baseboard and shoe moulding to remain. Wood window stool to remain. Provide gypsum board returns at window head and jambs.

Deduct \$ _____

Deductive Alternate No. 4: Provide an alternate to delete ALL work associated with the generator, including but not limited to, generator, concrete pad, controller, wiring, etc.

Deduct \$ _____

Deductive Alternate No. 5: Provide an alternate to delete 2x6 wood stud framing, anchors, sheathing, 2x10 joist, and 8" concrete slab at Filing. Provide 4" concrete slab and 2x4 framed walls abutting Office #3, Corridor, Mens, and Janitor/ Mechanical/ Storage. Walls shall be "FB1" and extend to the underside of the roof sheathing.

Deduct \$ _____

8. **SUBCONTRACTORS:** The Undersigned declares that the following is a list of subcontractors that he proposes to employ for the listed phases of work; and that no other subcontractors will be employed without the prior consent of the Owner. Indicate which, if any, of the subcontractors are MBE/WBE.

1. Grading _____
2. Landscape _____
3. Concrete _____
4. Paving _____
5. Rough Carpentry _____
6. Carpentry Trim _____
7. Roofing _____
8. Siding _____
9. Insulation _____
10. Doors and Hardware _____
11. Drywall _____
12. Flooring _____
13. Painting _____
14. Cabinets _____
15. Custom Casework _____
16. Electrical _____
17. Plumbing _____
19. H.V.A.C. _____

9. **LIST OF MATERIALS AND EQUIPMENT:**

- A. Bidders are hereby advised that the following list shall be filled out, completely.
- B. No material or equipment will be considered which is not in every respect equal to that specified or indicated in Contract Documents.
- C. Materials listed "as specified" will be interpreted as meaning exact item, by brand or make, as specified.
- D. GENERAL CONSTRUCTION (BRAND NAME OR MANUFACTURER)

- 1. Roofing _____
- 2. Insulation _____
- 3. Siding _____
- 4. Doors and Hardware _____
- 5. LVT Flooring _____
- 6. Carpet _____
- 7. Paint _____
- 8. Cabinets _____
- 9. Electric Fixtures _____
- 10. Plumbing Fixtures _____
- 11. HVAC _____

- 10. In submitting this bid, it is understood that the right is reserved by the Housing Authority of Danville, to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
- 11. Security in the sum of _____ dollars (\$_____) in the form of _____ is submitted herewith in accordance with the specifications.
- 12. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal is submitted.
- 13. The bidder represents that he has (), has not (), participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 301, of Executive Orders 10925, 11114, 11246, or the Secretary of Labor; that he has (), has not (), filed all required compliance reports; and that

representatives indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.
(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

14. Certification of Non-Segregation Facilities. By signing this Bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause of this contract. As used in the certification, the term "segregated facilities" means any waiting room, work areas, restrooms, 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 which are segregated by explicit direction of in fact, segregated on the basis of color, race, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to Bidders.

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

_____	_____
Date	Name of Bidder
Official Address:	By: _____
_____	Title: _____

END OF BID FORM

HOUSING AUTHORITY OF DANVILLE

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENT, That we the undersigned, _____

(Name of Principal)

as PRINCIPAL, and _____, as SURETY

(Name of Surety)

are held and firmly bound unto the Housing Authority of Danville hereinafter called the "LHA", in the penal sum of _____ Dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for _____

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address)

(Individual Principal) (SEAL)

(Business Address)

(Corporate Principal)

(Business Address)

By _____ Affix
Corporate
Seal

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

HOUSING AUTHORITY OF DANVILLE

00210 SUPPLEMENTAL FORM OF BID

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal
in the within bond; that _____, who signed the said
bond on behalf of the Principal was then _____ of
said corporation; that I know the Principal's signature, and whose signature thereto is genuine; and that said bond was
duly signed, sealed, and attested to for an in behalf of said corporation by authority of its governing body.

(Corporate)
(Seal)

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first
duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc)

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

Signature of:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____.

My commission expires _____.

Case Number: _____
Project Name _____
City/ County _____

**AFFIDAVIT OF ASSURANCES
PURSUANT TO KRS 198B.060 (10)**

Comes the Applicant, (PLEASE PRINT NAME) _____ and
states pursuant to KRS 198B.060 (10), that all contractors and subcontractors employed or that will be
employed on any activity under the above referenced project shall be in compliance with the
Commonwealth of Kentucky requirements for Workers' Compensation Insurance (according to KRS
Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

This the _____ day of _____, 20 ____.

CONTRACTOR, OWNER OR OWNER'S AGENT

The foregoing Affidavit of Exemption was acknowledged and sworn to before me by
_____, Applicant, on this the ____ day of _____, 20 ____.

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MY COMMISSION EXPIRES: _____, 20 ____.

NOTE: This Affidavit of Assurances shall be submitted for any project under State jurisdiction and where there is
no local building official. Persons claiming exemption to the Workers' Compensation Laws should file an Affidavit of
Exemption with the Kentucky Department of Workers' Claims, Division of Security & Compliance, 1270 Louisville
Road, Frankfort, Ky. 40601. (800/ 554-8601)

**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.

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)

HOUSING AUTHORITY OF DANVILLE -

AMENDMENTS AND CLARIFICATIONS TO REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS

1. Bidder Response
Bidders are reminded that numerous items require a response. The following items are identified by Section and Paragraph: 1.a.2.i; 1.d.2; 2.b.1; 2.b.2; 4.b; 7.a; 7.b; 7.c; 12.b; and 13.
2. Article 2.d. Non-collusive Affidavit
Clarification: A non-collusive affidavit as described Article 2.d.1 will be required for all work for which the total bid exceeds \$50,000.
3. Article 8 Indian Owned Economic Enterprise
Delete Article 8 and make no response.

END OF AMENDMENTS TO INSTRUCTIONS AND CLARIFICATIONS TO REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF BIDDERS

FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____, in the year Two Thousand _____ by and between _____ a corporation organized and existing under the laws of the State of Kentucky a partnership consisting of hereinafter called the 'Contractor', and **The Housing Authority of Danville** hereinafter called the "HAD",

WITNESSETH:

That the Contractor and the HAD for the consideration stated herein mutually agree as follows:

ARTICLE 1 Statement of Work: The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the _____ consisting of _____, all in strict accordance with "Project Manual", prepared for the Housing Authority of Danville, dated _____, and Addenda thereto numbered _____, and dated _____, and the "Drawings" referred to therein, all as prepared by Sherman-Carter-Barnhart Architects, PSC, which said Specifications and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2 The Contract Price: The LHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ (\$ _____).

ARTICLE 3 Contract Documents: The Contract shall consist of the following component parts:

- A. This Instrument
- B. General Conditions
- C. Special Conditions
- D. Drawings
6. Addendums Number

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the contract. In the event that any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the article 3 shall govern, except as otherwise specifically stated.

The various provisions in addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4 Contract Time: The Contract Time as set forth in the General Conditions shall require that all work be complete within _____ days of the time schedule established in the notice to proceed issued by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in five original counterparts as of the day and year first above written.

Attest:

Contractor

By _____

Title _____

Business Address

The Housing Authority of Danville

By _____

Rachel White
Executive Director

HOUSING AUTHORITY OF DANVILLE

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____

(Name of Principal)

hereinafter call the Principal, and _____

(Name of Surety)

hereinafter called the Surety, are held and firmly bound into _____

Housing Authority of Danville, a public body politic, corporate, created under the Housing Authorities Law of the
(HAD)

State of _____ for use of Housing Authority of Danville, and all persons doing work or
(HAD)

furnishing skills, tools, machinery, supplies, or for the purpose of the contract hereinafter referred to in the full and just
sum of _____ Dollars (\$ _____), in

lawful money of the United States of America, to be paid to Housing Authority of Danville, its successors,
(HAD)

and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally firmly by these present.

WHEREAS, The Principal has entered into a contract with Housing Authority of Danville, dated _____,
(HAD)

20____, for the construction of Comprehensive Grant Program KY-____, Danville, Kentucky, all in strict
accordance with the Drawings, Specifications, and other documents relating thereto; and

WHEREAS, it was one of the conditions of the award by Housing Authority of Danville, pursuant to which the
(HAD)
contract hereinabove referred to was entered into, that these present be executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall in all respects fully comply with
the terms and conditions of said contract and his obligations thereunder, including the Specifications and Proposals
therein referred to and made a part thereof, and such alterations as be made on such Specifications as therein provided
for and shall indemnify and save harmless Housing Authority of Danville against or
(HAD)

from all costs, expenses, damages, injury or loss to which Housing Authority of Danville, may be subjected, by
(HAD)

reason of any wrong doing, misconduct, want of care of skill, negligence, or default, including patent infringement on
the part of the Contractor, his agents or employees, in the execution or performance of said Contract, and shall promptly
pay all just claims for damages to property and for all work done, or skill, tools, or machinery, supplies, labor, and
materials furnished and debts incurred by the Contractor in or about the performance of the work contracted for, this
obligation to be void.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or
addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the
same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of such change, extension of
time alternation of addition to the terms of the Contract or to the work or to the Specifications.

This Bond shall be for the use of Housing Authority of Danville, and all persons doing work or furnishing skills,
(HAD)
tools, machinery or materials under or for the purpose of contract hereinabove referred to.

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the Boyle County Courts
(County Court where LHA located), and shall assure all undertakings under said agreement or contract, and shall assure
and protect all laborers and furnishers of materials on said work, both as required by applicable law.

The undersigned Principal and Surety further agree that in each and every suit brought against the Obligor upon this
Bond by the Obligee in which the Obligee shall be successful, there shall be assessed against the Obligor in favor of
the Obligee, reasonably attorney's fees, which the Obligor hereby expressly agrees to pay as part of the cost
and expense of such suit.

HOUSING AUTHORITY OF DANVILLE

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these present to be duly signed and sealed on the _____ day of _____, 20_____.

In presence of:

(Seal)

ATTEST:

(Affix Corporate Seal)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Corporate Principal)

(Business Address)

By _____

(Corporate Surety)

(Business Address)

By _____

HOUSING AUTHORITY OF DANVILLE

The rate of premium on this
bond is per thousand.

\$ _____

Total amount of premium charged.

\$ _____

NOTE: The total amount and rate of premium above must be filled in by surety
company. Power of attorney of person signing for surety company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

of the Corporation named as Principal in the within bond; that _____, who signed the said
Bond on behalf of the Principal, was then _____ of said Corporation; that I know his
signature is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by
authority of its governing body.

(Corporate Seal)

HOUSING AUTHORITY OF DANVILLE

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. The Contractor shall be required, as a condition precedent to the execution of the Contract, to furnish bond in the penal sum of one hundred (100) percent of the total amount payable by the terms of the Contract covering faithful performance of the Contract and the payment of all obligations arising thereunder.
2. The premium for the bond shall be paid by the Contractor.
3. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
4. The name of the Principal shall be shown exactly as it appears in the Contract.
5. If the Principal are partners, or joint venturers, each member shall execute the bond as an individual, with his place of residence shown.
6. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
7. The official character and authority of the person(s) executing the bond for the Principal, if a corporation shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
8. The current power-of-attorney for the person signing for the surety company must be attached to the bond.
9. The date of the bond must not be prior to the date of the Contract.
10. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
11. The signature of a witness shall appear in the appropriate place, attesting to the signature to each party to the bond.
12. Type or print the name underneath each signature appearing on the bond.
13. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

examine the drawings and the specifications for

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

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

13. Health, Safety, and Accident Prevention

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

- (f) New work which connects to existing work

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

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

Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the

repair of any damage that results from any defect in PHA furnished material or design.

- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within **See Note** calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer. **Refer to BID FORM**

26. Order of Provisions

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

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has

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

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

Name: _____

Title: _____

Date: _____

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

acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit

Contractor and the Contracting Officer.

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

29. Changes

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

Compensation and Public Liability Insurance;
Employment taxes under FICA and FUTA; and, Bond
Costs when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

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

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

- (c) A claim under this clause shall not be allowed (1) for any proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and

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

31. Disputes

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

32. Default

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

may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall

be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of Refer to Section 00800 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than Refer to Section 00800

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than per occurrence.

Refer to Section 00800

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

37. Subcontracts

- (a) Definitions. As used in this contract -

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

be posted at all times by the Contractor and its

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

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

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

(c) Payrolls and basic records.

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

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

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

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

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

HOUSING AUTHORITY OF DANVILLE

00510 AMENDMENT TO THE GENERAL CONDITIONS

The following supplements modify, change, delete, or add to the General Conditions (Form HUD-5370) of the Contract. Where any part of the General Conditions is modified or voided by these articles, the unaltered portions of the part remain in effect.

1. Amend Article 1, Definitions, as follows:

NOT IN CONTRACT - Items indicated on the Drawings as "N.I.C." or "Not in Contract" are shown for explanatory purposes only and are not be included in the Contract.

2. Amend Article 2, Contractor's Responsibility for Work, to add:

- i. Refer to Division 1 for additional specific project requirements.

3. Amend Article 7 to add "c": All information indicated in the Contract Documents on areas of existing construction have been designed to take account of the information available at the project design phase with respect to existing features. Without destructive investigation, assumptions have been made and existing information shown may vary in the field. It shall be the Contractor's responsibility to ensure that the design philosophy indicated in the proposed details can be accomplished in the field and he shall report to the Architect any existing conditions that would prohibit the execution of the intended design.

4. Amend Article 9, Specifications & Drawings for Construction, paragraph (d), to add:

See Section 01300 Submittals for additional description of Submittal requirements.

5. Amend Article 10, As-built Drawings, paragraph a., to include the following revisions:

- 1. All references to "as-built drawings" shall be changed to read "Record Drawings," including references to this section by other sections of these Contract Documents. Any use of "as-built drawings" shall not be construed as verification by the Architect that work was performed in strict compliance with either the Contract Documents, or applicable regulations.

6. Amend Article 11, Material and Workmanship, to add:

See Section 01300 Submittals for additional description of Submittal requirements.

7. Amend Article 18, Clean Air and Water, paragraph c., to add:

c. Dust Control:

- 1. All pollution including but not limited to dust, noise, odors, smoke, light vibration from work operations shall be held to a minimum.
- 2. Each contractor shall provide additional devices and materials as required to contain dust within work area and protect tenants and property during the course of work.

8. Amend Article 25, Contract Period, to read:

... within the number of calendar days indicated in Section 01011 Contracts.

HOUSING AUTHORITY OF DANVILLE

00510 AMENDMENT TO THE GENERAL CONDITIONS

9. Amend Article 27, Payments, to add:

- I. Contractor shall provide copies of Contractor Daily Reports of construction activity during the period for which payment is requested. These reports shall document work activity, material deliveries, weather conditions (including delays for inclement weather), and staffing by Contractor and subcontractors.

10 Amend Article 27, Payments, paragraph d., to add:

... not later than 30 days. ...

11. Amend Article 29, delete paragraph 29.f.3 Profit and replace with the following:

Allowable mark-up on changes to the work shall not exceed the following percentages in each category

	Overhead	Profit	Commission
• To Contractor on work performed by other than its own forces	0%	0%	5%
• To first tier subcontractor on work performed by its subcontractor	0%	0%	5%
• To Contractor and/or the subcontractor for that portion of the work performed with their respective forces	5%	10%	0%

12. Amend Article 29 Changes to add item (k) Adverse Weather Chart (see attached)

13. Amend Article 32, Default, paragraph a., to add:

The analysis made by the Contracting Office to ascertain Contractor responsibility shall take into account the Progress Schedule, as adjusted by contractually authorized time extensions, the CPM data accumulated during the performance of the Work, contract time execution requests by the delaying and delayed Contractors, if any, if made in conformity with the Contract Documents.

14. Amend Article 33, Liquidated Damages, to read:

... the sum indicated in Section 01011 Contracts for each day of delay.

15. Amend Article 36, Insurance, paragraph a.2., and paragraph a.3., to add:

... bodily injury and property damage of not less than \$500,000 per occurrence. ...

16. Delete Article 41, Indian Preference.

17. Delete Article 47, Labor Standards - Davis-Bacon and Related Acts.

18. Include Article 48, Labor Standards - Non-routine Maintenance:

Contractor shall consider this work "non-routine maintenance" in excess of \$2,000.

19. Amend Article 48 Labor Standards, paragraph a., to add applicable General Wage Decision included herewith the following these Supplemental General Conditions.

END OF SUPPLEMENTAL GENERAL CONDITIONS

ANTICIPATED ADVERSE WEATHER DELAYS

"All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology:

*The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(8)	(6)	(6)	(5)	(4)	(5)	(4)	(4)	(4)	(4)	(6)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clauses."

SECTION 00800 - SPECIAL CONDITIONS

1. GENERAL

- A. The following supplement, modify, change, delete from or add to "General Conditions of the Contract for Construction", Public and Indian Housing Program, U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, HUD 5370. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
- B. The work installed under this Contract shall comply with all Codes and Ordinances and all other published regulations of state and local agencies having properly authorized interest and jurisdiction in this Work.
- C. It is understood and agreed that this Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the general and local conditions and all other matters which can and may influence the work under this Contract. Submission of a Bid will be considered as evidence that the Contractor has visited the sites and thoroughly familiarized himself with the existing conditions.
- D. Contract Signing The Owner intends to award the Contract for the work to the Contractor presenting the lowest responsible bid. If the Owner accepts the proposal, the Contract will be awarded after receipt of Bids and review of contractor qualifications. A Contract Signing will be set to include portions of the work awarded.
- E. Separate contracts may or may not be signed for the completion of other work at the housing project during the time of construction under this contract. If separate contracts are scheduled concurrent with this contract, contractors for all work shall work together in a courteous and timely manner.
- F. If there is any conflict in the General Conditions with the Special Conditions, the Special Conditions shall govern.

2. DEFINITIONS

- A. Paragraph 1 of the General Conditions is supplemented by the following additional definitions.
- B. "Provide", "Furnish", "Furnish and Install" or other words of similar meaning, unless specifically stated otherwise, shall be interpreted to mean, "Furnish and install complete, in place and ready for service".

- C. "Owner", shall be taken to mean the Housing Authority of Danville, 102 McIntyre Circle, Danville, Kentucky 40423.

3. COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other Installations, for maintenance, and for repairs.
- D. Non-dimensioned drawings should not be scaled. Contract Document drawings typically show symbols for work items and general locations. All installation of work based on such drawings must be coordinated by the General Contractor with other parts of the Contract Documents to insure proper placement of all items indicated or specified. Contractor will be required to correctly replace work impacted by lack of coordination at no additional cost to the Owner.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy. .
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities

4. PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED

- A. Paragraph 5 of the General Conditions is supplemented as follows:
- B. Architect / Engineer will schedule meeting after acceptable bidder is identified.
- C. The Contractor should be prepared to request clarification of issues in the Contract Documents at the Pre-Construction Conference.
- D. Attendance Required: Owner, Architect/Engineer, Contractor, and any subcontractors that the Architect requests. Contractor may request additional subs/suppliers attendance.

E. Agenda:

- a. Execution of Owner-Contractor Agreement.
- b. Submission of executed bonds and insurance certificates.
- c. Distribution of Contract Documents.
- d. List of Subcontractors/suppliers with contact person and phone number(s).
- e. List of products.
- f. Schedule of Values.
- g. Progress schedule.
- h. Designation of personnel representing parties in Contract and Architect / Engineer.
- i. Review of Contract Document administrative procedures
- j. Review of project Schedule.

F. Architect to record minutes and distribute copies after meeting to participants. It is the responsibility of the Contractor to distribute copies of minutes to subs and suppliers.

5. ACCESS TO SITE

A. The Contractor shall have full access to the site. The Contractor must exercise precautions to insure safety and security of property and persons in all parts of the site under their control, or on adjacent sites, which their work may affect.

B. Tentative work hours available to contractor: 7:30 a.m. - 5:30 p.m. daily.

6. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

A. Paragraph 9 of the General Conditions is supplemented as follows:

B. The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment and any and all other things necessary to do a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract Specifications, Large Scale Detail Drawings, Small Scale Drawings. If any discrepancies are not clarified prior to bidding, the bidder shall bid the solution that results in the highest cost.

- (1) Should any errors be noticed in the Drawings or Specifications, they shall be referred to the Owner for correction before bids are submitted. If any discrepancies are not clarified prior to bidding, the bidder shall bid the solution that results in the highest cost. The Contractor shall notify the Owner of any errors, which he may discover in the Drawings or Specifications before the Work is performed. The Contractor shall make no alterations or corrections without

prior approval of the Owner.

- (2) In the preparation of the Drawings, certain devices, abbreviations, conventions, symbols, diagrams and schedules have been used -- the meaning and use of which are illustrated and explained herein or on the Drawings. The Drawings cannot be interpreted fully or correctly without reference to these Specifications and such sheets.
- (3) The Drawings which accompany these Specifications are not intended to show in complete detail every fitting or item which may be required; however, wherever reasonably implied by the nature of the work, any such material or equipment shall be installed by this Contractor as a part of his contract work. The work under this contract does not include any items marked N.I.C. on the Drawings (Not In Contract).
- (4) The wording of the Specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- (5) On the Drawings, figured dimensions shall be taken in preference to scaled dimensions and large scale drawings shall be followed in preference to smaller scale drawings and descriptive literature. Should there be anything shown on the Drawings and not called for in the Specifications, or vice versa, the same shall be carried out as if required by both.

7. SPECIFICATION FORMAT

- (1) General
 - a. Drawings and general provisions of Contract, including General and Supplemental Conditions and Division - 1 Specification sections, apply to work of this section. Related work described in Division 2-16 Specification sections (including, but not limited to, those listed for emphasis) also apply to work described herein
- (2) Section Includes
 - a. Item listing
- (3) Related sections
 - a. Listing of very specifically related sections necessary for full scope of work.

(4) Quality Assurance

- a. In addition to other applicable standards and codes, construction procedures shall comply with the following recommendations or requirements:
 - 1. References
 - 2. Procedures

(5) Submittals

- a. Item listing

(6) Products

- a. Product listing

(7) Execution

- a. Job conditions b. Site conditions c. Installation

8 COORDINATION OF WORK

- A. The Drawings and Specifications are intended to be fully explanatory and supplementary, however, should anything be shown, indicated, or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both.
- B. Division of Specifications into sections is done for convenience of reference and is not intended to control contractors in dividing work among subcontractors or to limit scope of work performed by any trade under any given section.
- C. It is the responsibility of all Contractors and Subcontractors to carefully examine all Drawings, Specifications, and Contract Documents pertaining to all phases of the construction in order that the Contractor and Subcontractor any foresee all requirements for construction of the project. Claims based on unforeseen requirements, which could have been foreseen, will not be considered.
- D. Should any error or inconsistency appear in Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the same to the Architect for proper adjustment, and in no case proceed with the work in uncertainty or with insufficient Drawings.
- E. The Contractor and each Subcontractor shall be responsible for verification of all measurements at the site before ordering any materials or doing any work. No extra charge or compensation shall be allowed due to differences between actual dimensions and dimensions indicated on the Drawings. Any such discrepancy in dimensions, which

may be found, shall be submitted to the Architect for his consideration before the Contractor proceeds with the work in the affected areas.

- F. Contractors shall follow sizes in specifications or figures on Drawings, in preference to scale measurements and follow detail Drawings in preference to general Drawings.
- G. Where it is obvious that a drawing illustrates only a part of a given work or a number of items, the remainder shall be deemed repetitious and so constructed.
- H. The Contractor shall coordinate the work of all trades to obtain the most practical arrangement of the work. Each trade shall make known to the other trades the intended positioning of materials and equipment and intended order of work shall coordinate the work with that of other trades and proceed with the installation in such a manner to assure no delays to other trades. Similarly, the Contractor shall determine the intended locations of the work of all trades and intended order of work, shall examine Drawings and Specifications of all trades and determine exact locations and sizes of equipment. roughing-in requirements and equipment to be connected. Failure of the Contractor to determine and coordinate the requirements of all trades will not be cause for additional compensation to correct interferences which could have been avoided by proper coordination.
- I. All contractors shall examine the site of the construction for top configurations, foliage. ground structures, existing structures and all other pertinent conditions and be familiar with work to be performed as hereinafter specified and as outlined on the Drawings.
- J. Each contractor shall verify and document all lines and levels and be responsible for the proper location of all his work.
- K. The Contractor shall provide a full-time job superintendent for the project, who shall be subject to approval / acceptance by the Owner. Superintendent shall be present on site whenever any work is being performed by the General Contractor, their subcontractors, or suppliers.

9 PROGRESS MEETINGS

- A. Architect / Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required: Job superintendent, subcontractors and suppliers involved in work in past 30 days and who will be involved in next 30 days, as appropriate to agenda topics for each meeting.

C. Agenda:

- a. Schedule
- b. Change Orders
- c. Field Orders
- d. Submittals
- e. Old Business
- f. New Business
- g. Next Meeting

10. PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, or requested by Architect, convene pre-installation meetings at project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Coordinate time with Architect/Engineer days in advance of meeting date.

11. SHOP DRAWINGS

- A. Paragraph 9d of the General Conditions is supplemented as follows:

- (1) Shop Drawings and/or catalog cuts of all manufactured and fabricated parts and items shall be submitted for the approval of Owner and A/E. All such data shall be submitted through the Prime Contractor with such promptness as to cause no delay to any of the work. When catalog cuts are submitted, the specific item to be considered shall be identified by the same nomenclature and/or item number used on the Drawings or in the Specifications. The same identifications shall be used on Shop Drawings. Submission of catalog pages containing no such indications will be returned to the Contractor without action. The Owner and A/E shall check, with reasonable promptness, such drawings and data only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Owner and A/E and shall submit the corrected copies for final approval. Upon approval, two copies of each approved submission shall be retained by the Owner and A/E. The Contractor shall furnish such additional copies as may be required for the use of other Prime Contractors.
- (2) If equipment is proposed other than that specified above, in the initial submittal of catalog cuts and related items, the Contractor shall verify that the proposed equipment will meet the space requirements of the system and shall so state on the submittal data.

- (3) The Owner's check of Shop Drawings covers general design only, is intended only to attempt to detect any variation or deviations from the Contract Documents and will not include a materials or quantity check or dimensional verification. The Owner will not undertake the determination of dimensions which, determination of such dimensions shall be a part of the Contractor's drawings or failure on the part of the Owner to detect any variation or deviations from the Contract Documents shall not relieve the Contractor from the responsibility for conforming with the Drawings and Specifications unless there is an accompanying letter from him which explicitly states that a deviation is to be made and written approval is obtained for such deviation, nor shall approval of Shop Drawings relieve him of the responsibility for errors in or coordination of his work.
- (4) Submit a list of materials within 10 days and complete submittal data within 30 days following notice of award of Contract. Any items of equipment or materials, not specified or approved in writing as a substitute, found at anytime during the progress of the construction shall be removed from the Site when so ordered by the Owner and by the Contractor involved and replaced with the specified items without further cost to the Owner.
- (5) Shop Drawings shall be submitted on all items of manufactured or fabricated equipment.

12. MATERIALS AND WORKMANSHIP

A. Paragraph 11 of the General Conditions is supplemented as follows:

- (1) All materials shall bear the UL label in every case where a standard has been established for the particular material. The equipment to be furnished shall be essentially the standard product of a manufacturer, regularly engaged in the production of the required type of equipment and shall be the manufacturer's latest approved design. All materials shall be installed in accordance with the manufacturer's recommendations for the application intended and where such additional materials and labor are required, they shall be provided by the Contractor.
- (2) Lead-Based Paint Prohibition: Any contractor awarded a contract shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
- (3) This Contractor shall provide all materials and equipment necessary for a complete installation.
- (4) This Contractor shall base his Base Bid upon the apparatus specified to establish a uniform basis for evaluating bids. The Contractor may then submit other materials for approval. In all cases only one manufacturer's material will be used consistently throughout the project. Where three or more manufacturers are

indicated only those specified may be considered.

- (5) The Workmanship shall be of the highest quality, in every respect, as usually recognized in the building industry. Poor or inferior workmanship (as determined by the Architect, Engineers, Owner or inspecting authorities) is to be removed and replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected.

B. ORDERING MATERIALS

- (1) Immediately following award of the contract for this work, Contractor shall determine the source of supply for all materials and length of time required for their delivery, including materials of subcontractors, and order shall be placed for such materials promptly.
- (2) If, for any reason, any item specified will not be available when needed and Contractor can show that he has made a reasonable persistent effort to obtain the item in question, the Architect is to be notified in writing within two weeks after the Contract is signed, and he will either determine source of supply or arrange with Owner for appropriate substitution within terms of Contract; otherwise, the Contractor will not be excused for delays in securing material specified and will be held accountable if completion of building is thereby delayed.
- (3) Within two weeks after start of construction, the Contractor shall furnish to the Architect written proof that all equipment and materials have been ordered, together with committed shipping dates.
- (4) The Contractor shall not place orders for materials that are not Code Compliant. Nor, shall the contractor allow his subcontractors, vendors, etc. to place orders for materials that are not Code Compliant.

13. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS

A. Paragraph 16 of the General Conditions is supplemented as follows:

- (1) No fires of any kind will be allowed inside or around the project sites during the course of construction without special permission from the Owner.
- (2) The Contractor shall protect all trees and shrubs in the vicinity of the project by building substantial barricades around same. Barricade all walks, roads, etc. as directed by the Owner to keep the public away from the construction. Hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

- (3) Parking at project sites will only be available to the Contractor in areas as designated by the Owner. Violators of this requirement will be subject to towing and be responsible for charges incurred.
- (4) Preserve in operating condition all active utilities on the project site that may serve other adjacent areas; protect all property, including but not limited to electrical and telephone service, water and gas lines, utility mains and other appurtenances. Repair damage to any such utility, due to work under this
- (5) Contract, to the satisfaction of the Local Authority until such time as utilities can be relocated to avoid interruption.

14. HEALTH, SAFETY AND ACCIDENT PREVENTION

A. Paragraph 13 of the General Conditions is supplemented as follows:

- (1) The Contractor shall fully comply with all state laws or regulations and Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing and shall protect against damage or injury resulting from falling materials; he shall maintain all protective devices and signs throughout the progress of the work.
- (2) Each Contractor shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the work project. The name of the safety inspector shall be made known to the Owner at the time the work is started.
- (3) In the event of emergency affecting the safety of life, the protection of work or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.
- (4) The Contractor shall hold harmless and indemnify the Architect, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or an account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any Subcontractor, any employee, agent or representative.

15. INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION

A. Paragraph 20 of the General Conditions is hereby supplemented as follows:

- (1) It is a condition of this contract that the work shall be subject to continuous inspection by the Owner or other designated official representatives of the Owner; including representatives of the lender, and those persons required by State Law to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspection.
- (2) Where special inspection or testing is required by virtue of State Laws, instructions of the Owner or State Codes, the Contractor shall give adequate notice to the Owner of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Owner. Such special tests or inspections will be made in the presence of the Owner and it shall be the Contractor's responsibility to serve ample notice.
- (3) No work of any kind shall be covered up without the approval of the Owner. Should any work be covered up or concealed prior to inspection and approval of the Owner such work shall be uncovered or exposed for inspection at the expense of the Contractor if so requested by the Owner. Inspection of such work will be made reasonably prompt upon notice from the Contractor. The costs of uncovering, repairing or replacing work suspected to be faulty shall be paid by the Contractor, should the work prove to be faulty or not in accordance with the Contract Documents.
- (4) Replace the work, or portions of Work, not conforming to specified requirements.
- (5) If, in the opinion of the Architect, it is not practical to remove and replace the work, the Architect will direct appropriate remedy or adjust payment.
- (6) Authority of Architect and/or Owner to assess defects and identify payment adjustments, is final.
- (7) Non-Payment For Rejected Products: Payments will not be made for rejected products for any of the following reasons:
 1. Products wasted or disposed of in a manner that is not acceptable
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of required work.
 5. Products remaining on hand after completion of work.
 6. Loading, hauling, and disposing of rejected products.

16. CONSTRUCTION SUPERVISION

- A. Throughout the progress of the work, each Contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the Owner at the project site, which

shall also include work after hours, weekends, holidays, etc. The superintendent shall not be changed without the consent of the Owner unless said superintendent ceases to be employed by the Contractor or ceases to be competent. The Superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given by him shall be as binding as if given to the Contractor. However, important directions, instructions and notices will be confirmed in writing to the Contractor as will all such items if requested by the Contractor.

- B. The Contractor shall examine and study the Drawings and Specifications and fully understand the project design and shall provide constant and efficient supervision of the work. Should he discover any discrepancies of any sort in the Drawings or Specifications, he shall report them to the Owner without delay. He will not be held responsible for discrepancies in the Drawings or Specifications but shall be held responsible to report them should they become known to him.
- C. All Contractors shall be required to cooperate and consult with each other during the construction of this Project. Each Contractor shall lay out and execute his work so as to cause the least delay to other Contractors. Each Contractor shall be held responsible for any damage to other Contractor's work and each Contractor shall be held financially responsible for undue delay caused by him to other Contractors on the Project.
- D. At any one time during the construction and completion of the work covered by these Specifications, if the conduct of any workman of the various crafts be adjudged ungentlemanly and a nuisance to the Owner or if any workman be considered incompetent or detrimental to the work, the Contractor shall order such parties removed immediately from the grounds.

17. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- A. Each Contractor shall maintain, in readable condition at his job office, one complete set of Working Drawings and Specifications for his work including all shop drawings. Specifications and Drawings shall be clearly marked with all addenda. Such Drawings and Specifications shall be available for use by the Owner.

18. FIELD MEASUREMENTS

- A. Field measurements shall be taken at each site by the Contractor to verify all dimensions and conditions affected by existing work or by new work that has already been installed.
- B. It is understood and agreed that this Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the general and local conditions and all other matters which can and may influence the work under this Contract. Submission of a Bid will be considered as evidence that the Contractor has visited the site and thoroughly familiarized himself with the existing conditions.

- C. The Contractor and each subcontractor shall be responsible for verification of all measurements at each site before ordering any materials or doing any work. No extra charge or compensation shall be allowed due to difference between actual dimensions and dimensions indicated on the drawings.

19. ASSURANCE OF COMPLETION

- A. Paragraph 10 of the Instructions to Bidders is supplemented as follows:

- (1) Each Contractor shall furnish a Performance Bond and a Payment Bond executed by a surety company authorized to do business in this State. Performance Bond shall be in the full contract sum. Bonds shall be executed in the form bound with these Specifications. In all bonds, the provision that no suit, action or proceedings by reason of any default whatsoever shall be brought on this bond after so many months shall be fixed at twelve (12) months. The face value of the bonds shall be 100% of the Contract.
- (2) All bonds shall be counter-signed by an authorized agent or the bonding company who is licensed to do business in this State.
- (3) All surety companies shall have at least a Class "A (-)" rating or better as published by the "A.M. Best" rating.

20. CONTRACTOR'S AFFIDAVIT

- A. The final payment of retained amount due the Contractor on account of the contract shall not become due until the Contractor has furnished to the Owner an affidavit signed, sworn and notarized to the effect that all payments for materials, services or any other reason in connection with his contract have been satisfied and that no claims or liens exist against the Contractor in connection with this Contract. In the event that the Contractor cannot obtain similar affidavits from subcontractors to protect the Contractor and the Owner from possible liens or claims against the subcontractor, the Contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the Contractor's) knowledge and if any appear afterwards, the Contractor shall save the Owner harmless on account thereof.

21. CUTTING AND PATCHING

- A. Each Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by, the Drawings and Specifications for the complete structure and he shall make good after them as the Owner may direct.

- B. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.
- C. The Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of any other Contractor save with the consent of the Owner.

22. WARRANTY OF CONSTRUCTION

- A. In addition to guarantees provided under Article 23 of the General Conditions, the Contractor shall guarantee his materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following final acceptance of the work. The period guarantee for such equipment as: electric motors (both separately and as a part of a sealed assembly); electrical equipment, such as disconnect switches, motor controllers and starters and related electrical devices; compressors, tanks, pipes, valves, fittings and all other mechanical and electrical devices and components shall be twelve months, or for the full standard warranty of the manufacturer or for any special length of warranty as indicated within these documents, whichever is the greater. The guarantee period shall commence on the date of final acceptance by the Owner. The Contractor shall make good all defective materials, equipment or workmanship on notice of such defect from the Owner and within the stipulated guarantee period without cost to the Owner.

23. SUSPENSION OF WORK

- A. The Owner may, at any time suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the contractor, by written notice to the Contractor which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase (for field expenses only) in the Contract Price or an extension of the Contract Time or both, directly attributable to any suspension.

24. TERMINATION OF WORK

- A. Paragraph 32.a of the General Conditions is supplemented as follows:
 - (1) If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner or its representative, or if he otherwise violates any provision of the Contract Documents, then the Owner

may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of seven (7) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a Change Order.

- (2) Where the Contractor's services have been so terminated by the Owner said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

25. CONTRACT DOCUMENTS

A. Miscellaneous Definitions

- (1) Term "product" as used in these Documents includes materials, systems and equipment.
- (2) Term "Project Manual" as used in these Documents is a volume which includes Conditions of Contract and Specifications.
- (3) Conflicts

If there is conflict within or between Contract Documents involving quality or quantity of work required, it is the intention of the Contract that work of highest quality or greatest quantity indicated and required or specified shall be provided. Whether or not the word "all" is used, coverage is intended to be complete, except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in singular number, it is intended that reference shall apply to as many such items as are required to complete work.

26. CONTRACTOR

A. Verbal Communications

No verbal agreement or conversation with any officer, representative, agent or employee of the Owner, either before or after execution of this contract, shall affect or modify terms or obligations herein contained.

B. Labor and Materials

Standards of work required throughout shall be of such grade as will bring results of First Class only. All materials permanently installed in project shall be new unless otherwise specified or approved by Owner.

C. Disputes

- (1) Contractor is hereby put on notice that it is his contractual obligation to adjust difference between his several subcontractors. Attempts to have the Architect and/or Owner settle disputes between Prime Contractor and his subcontractors, or between subcontractors, will not be given consideration.

D. Contractor Coordination

- (1) The General Contractor and all subcontractors and other on-site contractors shall cooperate and coordinate their work to expedite the progress of the project. All subcontractors shall review and refer to the drawings and specifications of other trades involved with their particular work before proceeding. Any work installed which conflicts with another trade and had not been brought to the attention of the Architect prior to installation shall be removed at no additional expense to the Owner.

E. Responsibility for Deviations

- (1) Plans and specifications for this project are shown, specified, structural, architectural, mechanical and electrical entities, diagrams and devices for each item. The mention of acceptable bidder does not necessarily imply that their particular "standard" product is totally adaptable to details shown. Therefore, the cost of deviations, extensions or adjustments required for the product must be included in the General Contractor's bid. No additional cost will be considered.

27. MISCELLANEOUS PROVISIONS

- A. Furnish and pay cost for a Performance Bond and a Labor and Material Payment Bond in full amount of all obligations arising thereunder. Bonds shall be on a form provided herein. Bonds shall be written by a Surety Company licensed to do business in State of Kentucky and approved by Owner. Length of Bond shall be 12 months after final payment is made.

B. Tests

Inspections and tests required to establish compliance with Contract Documents, except

as otherwise provided in Contract Documents, will be made by a pre-qualified, independent testing agency selected by the Contractor, unless otherwise called for in the individual specification sections. Cost of initial services of such agency will be paid by the Contractor. When initial tests indicate non-compliance with Contract requirements, subsequent retesting occasioned by non-compliance shall be performed by same agency and cost thereof born by Contractor. Representatives of testing agency shall have access to work at all times. Contractor shall provide facilities for such access in order that the agency may properly perform its functions.

C. Environmental Protection

The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clear Air Act (42 U.S. Code 1857(h)), section 508 of the Clean Water Act, (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 Code of Federal Regulations [CFR] Part 15). This provision applies to contracts and subcontracts of amounts in excess of \$100,000.

28. PAYMENTS AND COMPLETION

A. Schedule of Values

1. The contractor is required to furnish to the Architect within (10) days after Contract Signing, a detailed cost breakdown on each respective trade. This breakdown will be used as a basis for periodic payments to the Contractor, and must be approved by the Owner before any payments are made.
2. Unless agreed to otherwise, submit printed schedule of values on AIA Form G703 and Continuation Sheet for G702.
3. Identify each segment of the work separately with labor and materials separated in each segment. Identify site mobilization, bonds and insurance separately.
4. Include in each line item, amount of allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
5. Revise schedule to list approved Change Orders with each Application for Payment.
6. Schedule of Values shall be divided into not less than one part for each section of Specifications.
7. Schedule of Values shall provide separate cost for material and labor.

B. Contract Time

1. The Contract Time is the period of time from the date of the Notice to Proceed to

the date of Final Completion of the Work, including authorized adjustments thereto. The time requirements of each individual Contractor shall be in accordance with the durations established in the Progress Schedule.

C. Progress Payments

The Owner will make partial payment to Contractor on basis of a duly certified approved estimate of work performed and materials furnished during preceding calendar month by Contractor. The Pay Request must be received by the Architect no later than the last business day of the month. Payment will be processed within 30 days from the date of receipt. Owner will retain 10% of amount of each such estimate until final completion and acceptance of all work under contract, except, provided satisfactory progress is being made and after 50% of work is completed, Owner may adjust retainage to 5% of current contract amount. Requests for adjustment in retainage shall be submitted to Owner, along with written consent of Surety, for review and recommendations to Owner.

1. Submit three copies of each application on Application and Certificate for Payment based on prior accepted Schedule of Values
2. Payment Period: Submit monthly, or as agreed during the pre-construction conference.
3. Submit with transmittal letter as specified.
4. Substantiating Data: Submit substantiating information with application for payment:
 - Partial release of liens from major subcontractors and vendors after 50% completion is reached.
 - Affidavits attesting to off-site stored products.
 - Construction Progress Schedule.
 - Insurance Certificates for off-site stored products.
 - Copies of on-site superintendent daily logs (to be returned to contractor if requested upon completion of work)
5. If after retainage has been adjusted, a Change Order appreciably affects total current contract amount, retainage will be readjusted to 5% of revised contract amount after compliance with above paragraph.
6. Concurrent with adjustment in retainage, or anytime thereafter, Contractor may request, with written consent of Surety if required, payment in full of retainage on any Work category that has been completed to satisfaction of Owner, with such payments serving to reduce total amount of retainage.
7. Full contract retainage may be reinstated if manner of completion of Work and its

progress do not remain satisfactory to Owner, or if Surety withholds his consent, or for any other good and sufficient reason.

8. Contractor shall submit a "pencil" copy of the Pay Request for review and approval prior to submittal of Pay Request for signatures.

D. Escrow

Paragraph 27f of the General Conditions is supplemented as follows:

- (1) By submitting a bid for this project, the Bidder acknowledges and expressly agrees that the Owner and Bidder jointly waive all requirements for retainage to be escrowed in an interest bearing account with an appropriate escrow agent.

E. Liquidated Damages

1. It is mutually understood and agreed by and between parties of this contract, in execution of same that time is of essence of the contract. In event that Contractor fails to complete work to be performed under this contract by and at applicable completion time bid in Proposal, or beyond the period established in the Notice to Proceed or Work Order, including any extension of time granted under General Conditions, Contractor shall pay to PHA \$500.00 per calendar day because of delay in completing the Project liquidated damages, such as Owner's increased overhead and cost of additional supervision, and not as a penalty, for each and every calendar day, after date of completion that Contractor shall be in default as to such work. Should the Contractor not complete the final inspection punch list within 2 (two) calendar days from the date established for final completion, liquidated damages will recommence for each and every calendar day until 100% completion is achieved.
2. Liquidated damages will be waived for and during extent of delay caused by Contractor's inability to obtain material or equipment by reasons such as Federal embargoes, priority orders or other restrictions imposed by the United States Government, provided that adequate evidence is presented by Contractor to prove such delay and to enable PHA to determine with exactness the extent and duration of such delay for each item of material and equipment involved.
3. PHA shall have right to deduct liquidated damages from money in its hands otherwise due, or to become due, to Contractor or to sue for and recover compensation for damages for non-performance of this Contract at time stipulated herein.
4. The PHA will perform periodic inspections during construction, a pre-final inspection, an Owner's final inspection and one punch list follow-up inspection. Should the Contractor require additional inspections due to inability to complete

the work or the punch list (no matter the reason), the Owner will withhold additional funds as "liquidated damages" to compensate for these additional services.

F. Final Completion and Final Payment

- (1) Neither final Certificate of Payment, nor any provision in Contract, nor partial or entire use or occupancy of premises by Owner, shall constitute acceptance of work not done in accordance with Contract or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Owner will give notice of observed defects with reasonable promptness.

30. INSURANCE

A. Paragraph 36 of the General Conditions is hereby supplemented as follows:

B. Contractor's Liability Insurance

The Contractor shall obtain and maintain insurance with only company or companies licensed to do business in the state in which Project is located and to which Owner has no reasonable objections. Each insurance policy obtained by Contractor hereunder shall be from an insurance company rated A(-) or higher by A.M. Best with a financial size category rating by A.M. Best of 12 or higher. The Owner and its owners shall be named as additional insureds on all insurance policies.

C. Builder's Risk Insurance (Betterments and Improvements)

- (1) Builder's Risk Insurance: The General Contractor shall furnish Builder's Risk (Betterments and Improvements) Insurance, including the perils of fire, extended coverage, vandalism and malicious mischief in an amount of not less than 100% of the insurable value of all the work under the Contract. The coverage shall be written on the Completed Value form and shall include the standard extended coverage endorsement and the vandalism and malicious mischief endorsement. The Owner shall be named as an additional insured in this policy as his interest may appear. The Contractor may terminate this insurance when final payment under the Contract is received or as mutually agreed to by the Owner and Contractors.
- (2) Contractor shall purchase and maintain property insurance upon the entire work at the site and materials stored on site to the full replacement value thereof. Such insurance shall be in a company or companies against which OWNER has no reasonable objection.

- (3) If this insurance is written with stipulated amounts deductible under the terms of the policy, Contractor shall pay difference attributable to deductions in any payments made by insurance carrier on claims paid by this insurance.
- (4) Contractor shall file original and one certified copy of all policies with Owner before exposure to loss may occur. If Owner is damaged by Contractor's failure to maintain such insurance and to so notify Owner, then Contractor shall bear all reasonable costs properly attributable thereto.
- (5) Contractor may terminate this insurance when final payment under the Contract is received, when Project is occupied by Owner under terms of Article 21: Payments and Completion or as mutually agreed to by Owner and Contractors.

D. Insurance Schedule

- (1) Workmen's Compensation and Employer's Liability: Each Contractor shall provide statutory limits to Workmen's Compensation Insurance for employees engaged in work who may come within protection of Workmen's Compensation law and same limits of Employer's General Liability Insurance for employees not so protected.
- (2) General Liability Insurance: Each contractor shall carry General Liability Insurance with Bodily Injury limits of \$1,000,000 each occurrence and \$3,000,000 aggregate. The following coverages are to be provided:
 - (1) Comprehensive Form
 - (2) Premises - Operations
 - (3) Products/Completed Operations Hazard
 - (4) Contractual Insurance
 - (5) Broad Form Property Insurance
 - (6) Independent Contractors
- (3) Automobile Public Liability and Property Damage: Each Contractor shall carry Automobile Public Liability Insurance protecting Contractor from all Bodily Injury Liability with limits of not less than \$1,000,000 for bodily injury to or death of each person and not less than \$3,000,000 for each accident, and shall carry Property Damage Liability with limits of not less than \$1,000,000 for each accident. This insurance shall cover all types of automotive equipment used in connection with the construction under this Contract whether owned, non-owned or hired.

E. Section 36 of the General Conditions and Section 22 of the Special Conditions are hereby amended and supplemented as follows:

1. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

A. Before commencing the work, the Contractor shall require each subcontractor to furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

- (1) Workmen's Compensation: Workmen's Compensation Insurance, in accordance with the statutory limits of Kentucky's Workmen's Compensation laws, for employees engaged in work on the Project who may come within protection of Workmen's Compensation laws.
- (2) General Liability Insurance: Commercial General Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence and \$1,000,000 aggregate. The following coverage shall be provided
 - (i) Comprehensive Form
 - (ii) Premises – Operations
 - (iii) Products / Completed Operations Hazard
 - (iv) Contractual Insurance
 - (v) Broad Form Property Insurance
 - (vi) Independent Contractors

This policy shall cover the use of all equipment, hoists and vehicle on the site(s) not covered by Automobile Liability Insurance.

- (3) Automobile Liability: Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence and \$1,000,000 aggregate. This insurance shall cover all types of automobile equipment used in connection with the construction under this Contract whether owned, non-owned or hired.

B. Each subcontractor shall obtain and maintain insurance with only a company or companies licensed to do business in Kentucky and to which Owner has no reasonable objections. Each insurance policy obtained by a subcontractor hereunder shall be from an insurance company rated A(-) or higher by A.M. Best with a financial size category rating by A.M. Best of 12 or higher. The Owner and its owners shall be named as additional insureds on all insurance policies. All insurance policies must remain in effect for the duration of the Contract and shall not be cancelled or amended without prior written notice to the Owner and the PHA.

- F. Material stored offsite shall be insured and list the Owner.

31. UNCOVERING AND CORRECTION OF WORK

Guarantee and warranty period and requirements shall extend to correction, without cost to OWNER, of all work found to be defective or nonconforming to Contract Documents. Contractor shall bear cost of correcting all damage resulting from such defects or nonconformance with Contract Documents exclusive of repairs required as a result of improper maintenance or operation, or of normal wear.

32. FINAL COMPLETION

Paragraph 20J of the General Conditions shall be revised to read as follows:

- A. "The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all of the work has achieved Final Completion and is ready for inspection. The Contractor shall notify the Contracting Officer and Architect 10 days prior to inspection. If the Architect determines that the state of preparedness is as represented, the Owner will promptly arrange for the inspection."
- B. "Final Completion" shall be considered the time of completion of all work, including the replacement or correction of all defective work other than defective work, which was previously accepted, and which is to be corrected under the general Guarantee provision of the Contract. Final completion shall include final cleanup per Section 01500 of premises and implementation of applicable items identified in Section 01700 Project Closeout.
- C. When the work is ready for use but cannot be certified as final complete because of incomplete items impossible to complete because of weather conditions, payments will be authorized for the amount of work completed, withholding reasonable amounts (minimum 200% of estimated value of work) to cover incomplete work. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims, and shall not terminate the Contract.
- D. When the Owner begins to use the facilities or any portions thereof, prior to contract completion, the operation, maintenance, utilities, and insurance become the responsibility of the Owner.

33. ARCHITECT'S STATUS

- A. The Architect is the agent of the Owner during construction and until final payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect has authority to reject work which does not conform to the Contract Documents.

34. ARCHITECT'S WORK PRODUCT

- A. The Architect's work product is prepared and produced for the sole and exclusive benefit of the Owner. Any real or inferred benefits to third parties are hereby expressly disclaimed.

35. ADMINISTRATION OF THE CONTRACT

- A. The Architect will perform certain administrative functions of the construction contract. Nothing contained in these contract documents, nor any other oral or written agreements, memoranda, or communications shall create any express or implied contractual relationship between the Architect and the Contractor.
- B. The Architect may make periodic visits to the work site in accordance with the conditions of his contract with the Owner. The purpose of these visits and observations is to endeavor to guard against defects and deficiencies, not to supervise the Contractor's work.
- C. The Architect makes no express or implied representations of guaranteeing the Contractor's work.
- D. The Architect is not a specialist in methods, techniques, sequences or procedures and therefore assumes no responsibility for the operations schedule of progress and safety program.

36. TIME LIMITS ON CLAIM

- A. Paragraph 29E "Changes of the General Conditions" shall be revised to read as follows:

"Claims by either party shall be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.

37. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. Paragraph 2D of the General Conditions shall be supplemented as follows:

"The Contractor shall also be responsible for providing maintenance, safety and security until final acceptance by the Owner."

38. PERMITS AND FEES

- 1) The General Contractor shall be responsible for obtaining and paying the cost of

all permits and fees required by authorities having jurisdiction over the project, except as noted below.

- 2) Contractor shall pay for all highway fees, utility service fees (plumbing electrical, sanitary tap, etc.) and for all damages to sidewalks, streets or other public property or to public utilities, except as noted below.

39. WEATHER DELAYS

If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse affect on the scheduled construction period. Adverse weather conditions are understood to be precipitation that is in excess, by 1/10", of the 20-year norm as recorded by the National Oceanographic Association. Additionally, the Contractor must demonstrate to the satisfaction of the Owner that the Contractor's overall schedule was impacted.

40. CONSTRUCTION PROGRESS SCHEDULE

- A. Paragraph 6A of the General Conditions shall be supplemented as follows:
The Contractor shall provide a proposed Construction Schedule for approval (10) days from the Award Of Contract. Schedule shall indicate any anticipated times of peak activity so that potential conflicts with Owner's operation of facility may be identified. These submissions must be made and approved prior to beginning work.

41. CHANGE PROCEDURES

1. The Architect/Engineer will advise of minor changes in work not involving adjustment to Contract Sum/Price or Contract Time by issuing Field Orders.
2. The Architect/Engineer may request a change in work, and if required for clarity provide a Proposal Request, a detailed description of the proposed change with supplementary or revised drawings and specifications. Contractor shall respond in a timely manner to requests for changes.
3. Contractor may proposes by submitting a request for change to Architect/Engineer, describing proposed change, its full effect on work, and proposed cost or credit. Proposals and the processing of change proposals shall be in accordance with Contract and General Conditions for Contract.
4. Unit price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis.
5. No extras will be allowed for any additional work involved on the project, unless the Contractor received a written letter from the Architect directing such extra work or

material. This written approval must be executed prior to any work or purchase for said extras. The exception to this procedure shall be where delays incurred by the execution of this procedure might endanger life or property. In this event the Contractor shall immediately notify the Architect and shall take steps to eliminate said danger.

6. Refer to General Conditions for additional Requirements.

END OF SECTION 00800

General Decision Number: KY130022 02/15/2013 KY22

Superseded General Decision Number: KY20120022

State: Kentucky

Construction Type: Building

County: Boyle County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	02/01/2013
2	02/15/2013

ASBE0051-004 04/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.67	11.08

CARP1650-006 06/01/2012

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 21.23	12.35

ELEC0369-001 05/30/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

ENGI0181-042 06/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader, Bulldozer, Cherry Picker, Crane, Forklift, Grader/Blade.....	\$ 26.27	13.40
Oiler.....	\$ 22.66	13.40

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE
\$.75 ABOVE RATE

ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE RATE
REGARDLESS OF BOOM LENGTH

IRON0070-009 06/01/2012

	Rates	Fringes
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IRONWORKER, ORNAMENTAL,
REINFORCING, AND STRUCTURAL.....\$ 26.34 18.58

LABO0189-012 06/01/2012

	Rates	Fringes
LABORER		
Common or General.....	\$ 20.01	10.09
Mason Tender - Brick & Mason Tender - Cement/Concrete.....	\$ 20.41	10.09

PAIN1072-001 12/01/2011

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.76	14.20

PLUM0452-004 11/01/2012

	Rates	Fringes
PLUMBER (Including HVAC Pipe Installation).....	\$ 30.00	15.47

PLUM0452-010 11/01/2012

	Rates	Fringes
PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 30.00	15.47

* SFKY0669-003 01/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.55	17.12

SHEE0110-017 12/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 28.66	17.46

SUKY2010-056 07/30/2010

	Rates	Fringes
BRICKLAYER.....	\$ 21.54	2.06
CARPENTER (Form Work Only).....	\$ 15.26	2.85
CEMENT MASON/CONCRETE FINISHER...	\$ 19.08	0.00
LABORER: Carpenter Tender.....	\$ 11.55	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 22.33	7.72
OPERATOR: Loader (Front End)....	\$ 21.10	9.15
ROOFER.....	\$ 16.42	1.50

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

HOUSING AUTHORITY OF DANVILLE

EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals (or minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union which who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion, at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project.. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-0.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers; including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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- 10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, but the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME


You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

 Division of Housing and Community Renewal Executive Department STATE OF NEW YORK	JOSEPH MEYERSON DAVIS-BACON CONTRACTING OFFICER 38-40 State Street Hampton Plaza Albany, NY 12207 (518) 473-0124 Fax: (518) 473-7357 jmeyers@dhcr.state.ny.us
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or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under :

**U.S. Department of Labor
Employment Standards Administration**

