



**WHA**

Wilmington Housing Authority

# **Riverside Roof Replacement**

**32 Units  
Solicitation No. B18004**

December 27, 2018

Dear Prospective Bidder:

The Wilmington Housing Authority (hereinafter referred to as WHA) is soliciting bids for:

**SOLICITATION TYPE:** Invitation For Bid (IFB)

**IFB NUMBER:** B18004

**DESCRIPTION:** Riverside Roof Replacement

**ISSUE DATE:** January 3, 2019

**PRE-BID MEETING DATE AND TIME:** January 9, 2019 @ 10:30 a.m.

**PRE-BID MEETING LOCATION:** Wilmington Housing Authority  
Central Board Room  
400 N. Walnut Street  
Wilmington, DE 19801

**BID DUE DATE:** January 23, 2019

**BID DUE TIME:** 12:00 Noon EST

**BID SUBMISSION PLACE:** <https://nahro.economicengine.com>  
Original Bid Bond and other bid submittals must be submitted to: Wilmington Housing Authority  
IFB No. B18004/LH  
400 N. Walnut Street  
Wilmington, DE 19801  
I Base Bid **MUST** be submitted online at <https://nahro.economicengine.com>  
And use bid form for all other bid items

**CONFLICTS:** In the event that any provision in any component part of this document conflicts with any provision of any other component part, the provision in HUD 5370 GC and WHA Supplementary GC shall govern.

**DIRECT INQUIRIES TO:** L. Hanson  
Phone: (302) 429-6701 ext. 1039  
Fax: (302) 429-6815  
E-mail: [lhanson@whadelaware.org](mailto:lhanson@whadelaware.org)

## **CONTRACT NO. B18001**

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## INVITATION FOR BID

The Wilmington Housing Authority is will be receiving sealed bids from qualified contractors to replace roofs at Riverside Apartments (See Specification for details of work.)

Interested and qualified contractors who have successfully demonstrated their ability at comparable work are invited to submit a bid. Minority and women-owned businesses are encouraged to respond. Bid Documents will be available at <https://nahro.economicengine.com> by January 3, 2019.

Electronic bids will be received until January 23, 2019 at 12:00 noon EST. A public bid opening will be at 12 noon EST at WHA Central Office 400 N Walnut St., Wilmington Delaware 19801. An **original only** Bid Bond must also be received before or by 12:00 noon on January 23, 2019.

**BID BONDS RECEIVED AFTER 12:00 NOON OR LEFT AT THE RECEPTION DESK WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

A pre-bid conference will be held on January 23, 2019 at 10:30 a.m. at WHA (address listed above), at which time questions regarding the bid documents, applicable wage rates and other requirement will be entertained. **A site visit will immediately follow the pre-bid conference.** All prospective bidders are urged to attend. Non-attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid document or any addenda thereto.

WHA reserves the right to award contracts to multiple bidders based on lowest per building price, reject any or all bids, to waive any informality in the specifications or bidding process or to cancel in whole or in part this Invitation for Bid if it is in the best interest of WHA to do so.

**The attention of bidders is directed to the fact that the work proposed herein to be done will be financed with Federal funds; and, therefore, all of the applicable Federal Statutes, rulings and regulations will apply to such work.**

The successful bidder will be required to furnish evidence of current personal injury, property liability and workmen's compensations insurance.

Any bidder may withdraw his/her bid either personally, by written request or by telegraphic request at any time prior to scheduled closing time or receipt of bids. NO BID shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without consent of the Wilmington Housing Authority.

Wilmington Housing Authority  
Contracting Department

## Legal Notice

### **Invitation for Bid (IFB)** **For** **RIVERSIDE ROOF REPLACEMENT**

Solicitation No: B18004

The Wilmington Housing Authority (WHA) will be receiving sealed bids for Riverside roof replacement, in accordance with specification solicitation # IFB B18004

Bids will be received until **12:00 NOON**, on **Wednesday, January 23, 2019** at WHA Central Office 400 N. Walnut Street Wilmington Delaware 19801 and bids will be publicly open and read aloud.

A pre-bid conference and site visit is scheduled for January 9, 2019 at 10:30 at WHA Central Office.

Each bid must be accompanied by a bid bond duly executed by the bidders as principal and having as Surety Company approved according to T-Listing Circular 570, in the amount of 10% of the bid.

IFB documents will be available online at [https://nahro.economicengine.com/requests.html?company\\_id=500](https://nahro.economicengine.com/requests.html?company_id=500) beginning January 3, 2019. You **must** register your company on the site to access the solicitation. There are no fees if your company elects to receive electronic solicitation notices and electronic responses capabilities for **only the Wilmington Housing Authority**. This will enable your company to receive our solicitation notifications via email in the future. If you have any questions pertaining to our internet marketplace, feel free to call customer support at 1-866-526-9266. They are available from 8AM Eastern to 5PM Pacific Monday through Friday (except holidays). Questions regarding this solicitation may be directed to [lhanson@whadelaware.org](mailto:lhanson@whadelaware.org) or (302) 429-6701 ext. 1039.

WHA encourage participation by MBE/WBE/DBE and Section 3 business enterprises.

# Part – I

## HUD

# Instructions to Bidders

Website link: <http://www.hud.gov/offices/adm/hudclips/forms/files/5369.pdf>

**The following is the required field within the HUD 5369 document that has to be filled in by WHA:**

**#7 Service of Protest**

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

LaVerne Hanson, Contracting Officer  
Wilmington Housing Authority  
400 N. Walnut Street  
Wilmington, DE 19702

Part – II  
HUD  
General Contract  
Conditions

Website link: <http://www.hud.gov/offices/adm/hudclips/forms/files/5370.pdf>

**The following are required fields within the HUD 5370 document that have to be filled in by WHA:**

#### **Construction Requirement**

##### **23. Warranty of Construction**

This warranty shall continue for a period of one (1) year from the date of final acceptance of the work.

#### **Administrative Requirements**

##### **25. Contract Period**

The Contractor shall complete all work required under this contract within 90 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.

##### **27. Payments (d)**

Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required.

##### **33. Liquidated Damages**

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 of \$200.00 for each day of delay.

##### **36. Insurance (a)**

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others.

(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 \$500,000.00 per occurrence.



Part - III  
WHA  
Supplementary General  
Conditions

**PART III**  
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## 1.0 PART 1 – GENERAL

- A. It is the intent of the specifications and drawings to include all materials, apparatus, and Labor necessary to properly install, equip, adjust, and put into perfect operation the respective portions of the installations specified and so to interconnect the various items or sections of the work as to form a complete and properly operating whole.

Any apparatus, machinery, material, items not mentioned in detail, and labor not hereinafter specifically mentioned, which may be found necessary to complete or perfect any compliance with the requirements stated, or implied within these specifications shall be furnished without extra cost to WHA. This shall include all materials, devices, or methods peculiar to the machinery, apparatus, or systems furnished and installed by the contractor.

Contractor is responsible to verify all measurements and quantities and is responsible for proper sizes.

All Materials are to be in accordance with WHA Pre-approved Material List.

All work is to be completed in a workmanlike manner and must be Code Compliant.

Contractor to obtain all necessary permits and inspections.

Contractor is responsible for providing WHA with a Certificate of Completion and Certificate of Occupancy from City of Wilmington Licenses & Inspection Dept.

## 1.1 DEFINITIONS AND STANDARDS

- A. **General:** Except as specifically defined otherwise, the following definitions, supplemental definitions of the Contract, General Conditions and other general contract documents apply to the work.
1. **General Requirements:** Provisions of Division 1 section of these Documents.
  2. **Indicated:** Shown on drawings by notes, graphics, or schedules, or written into other portions of the contract documents. Terms such as “shown,” “noted,” “schedule,” and “specified” are construed to have the same meaning as “indicated” and are used to assist the reader in locating specific information.
  3. **Directed, Requested, Approved, Accepted, etc:** These terms imply “by WHA” unless otherwise indicated.
  4. **Approved by WHA:** In no case releases the contractor from responsibility to fulfill requirements of contract documents.
  5. **Project Site:** Space available to the contractor at the location of the project, whether exclusive or shared with other contractors for performance of the work. Site boundaries are the property lines.
  6. **Furnish:** Supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

7. **Provide or Install:** Furnish and install new materials and labor, complete and ready for the intended use.
  8. **Repair, Restore, Salvage, Reuse:** Applies to equipment, materials, and fixtures existing on the project site which shall be saved and restored to good-as-new condition and used as a part of the renovation work under the contract. Any such item, materials, or fixtures, which are lost, damaged or deemed unsuitable for reuse or repair shall be replaced by the contractor at no cost whatsoever to WHA.
  9. **Replace:** Indicates that certain materials, equipment or finishes shall be removed and that new materials, equipment or finishes shall be provided/installed as a part of the renovation work included in the contract.
  10. **Finish to match existing:** Refers to the replacement of deteriorated or missing materials or the provision of new materials which shall match the design of similar items, or match the finish and design of similar materials in the immediate vicinity, to provide a new and finished building as indicated and specified.
- B. **Abbreviations, Plural Words:** Abbreviations, where not defined in the contract documents, shall be interpreted to mean the normal construction industry terminology as determined by recognized grammatical rules. Plural words shall be interpreted as singular and singular words shall be interpreted as plural where applicable for context of contract documents.
- C. **Industry Standards:** Applicable standards of the construction industry have the same force and effect on the performance of the work as if copied directly into the contract documents. Standards referenced in the contract documents or in governing regulations have precedence over non-referenced standards insofar as different standards may contain overlapping or conflicting requirements. Comply with the standards in effect as of the date of the contract document s unless otherwise indicated.
- D. **Reference Standards:** All references made to the “American Society for Testing Materials” (ASTM), HUD “Minimum Design Standards” (MDS), trade association, manufacturer or other standards shall be the latest editions current at time of bidding.

## 1.2 TIME FOR COMPLETION

Total days for all work to be completed in this contract will be 90 calendar/working (circle one) days as calculated from the date of the Notice to Proceed.

## 1.3 MINIMUM REQUIREMENTS

- A. Firms submitting proposals must meet minimum qualifications, as listed below:
1. At least five (5) years experience.
  2. Sufficient experience and knowledge of government and/or publicly financed construction, or other area as applicable to bid scope.
  3. Knowledge and/or experience with Delaware residential construction including Wilmington's zoning and building codes, or other areas as applicable.
  4. Knowledge and/or experience with HUD residential design and construction requirements (if applicable).

#### **1.4 PRE-BID MEETING AND EXAMINATION OF SITE AND DRAWINGS, ETC.**

- A. The contractor may visit the site with the assigned construction inspector prior to bid opening to make a complete assessment of the existing conditions.
- B. Failure to have a representative at the Pre-Bid Site Visitation meeting, if mandatory, may be grounds for rejecting a Bid.
- C. The Pre-Bid Inspection shall be held as noted in the Invitation to Bid.
- D. **EACH BIDDER SHALL VISIT EACH SITE OF PROPOSED WORK AND FULLY ACQUAINT HIMSELF/HERSELF WITH THE CONDITIONS, AS THEY EXIST SO THAT HE/SHE MAY FULLY UNDERSTAND THE FACILITIES, DIFFICULTIES AND OBSTRUCTIONS ATTENDING THE EXECUTION OF WORK UNDER HIS/HER CONTRACT.**
- E. All Bidders shall also thoroughly examine and be familiar with the Project Contract Documents, Drawings and Bid Forms. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and acquaint himself/herself with the existing conditions shall in no way relieve any bidder from obligation with respect to his/her bid. Each bidder shall also thoroughly examine and be familiar with the drawings and specifications of all trades involved in the project.

#### **1.5 AMENDMENT TO INSTRUCTIONS TO BIDDERS HUD-5369**

In paragraph 9, Bid Guaranty, substitute "10 percent (10%)" for "5 percent (5%)."

#### **1.6 CONTRACT DOCUMENTS**

- A. Contract Documents shall consist of the Plans and Scope of Work identified in this document.
- B. Notice to Contractors.
- C. These specifications and contract together with the requirements of all applicable code/regulations/existing site conditions shall in concert form the basis of all work under this contract.

#### **1.7 METHOD OF COMPENSATION**

- A. Payment for services rendered under this contract shall be on a fixed price basis. Fee schedule will be based on schedule of value and all invoices and other correspondence will reference the dedicated control number thereafter. Verbal or written direction by any other than the Contracting Officer shall not be accepted by Contractor nor binding by the Authority.

#### **1.8 HUD – 2530 PREVIOUS PARTICIPATION CERTIFICATE**

- A. HUD-2530 shall be completed by the apparent low bidder and submitted to WHA within 48(forty-eight) hours of the bid opening. A copy of this document is attached. It is imperative that this form be signed and dated and has Social Security Number on it.

## **1.9 CERTIFICATES OF INSURANCE**

- A. Certificates of Insurance as outlined in the HUD-5370 General Conditions shall be filed with WHA prior to the commencement of the work under this contract. WHA shall be named as an additional insured (see section 1.32).

## **1.10 COMMUNICATIONS**

- A. All notices, demands, requests, instructions, approvals, proposals and claims shall be Made in writing.
- B. Any notice to, or demand upon the contractor shall be considered as sufficiently given if Delivered at the office of the contractor stated on the signature page of the contract or at such other office as he/she may from time to time designate in writing to WHA, or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each cases addressed to such office.
- C. All papers required shall be delivered to WHA at Wilmington Housing Authority, 400 N. Walnut Street, Wilmington, Delaware 19801, unless otherwise specified in writing to the contractor. Any notice to or demand upon the Wilmington Housing Authority shall be mailed in a sealed, postage prepaid envelope, or delivered with charges pre-paid to any telegraph company for transmission to WHA, at such address, or to any representative of WHA, or to such address as WHA may subsequently specify in writing to the contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of time of actual delivery, or in Case of mailing, when the same should have been received in due course of post: or, in Case of telegrams, at the time of receipt.

## **1.11 INTERPRETATION AND ADDENDA**

- A. Should any bidder find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents after examination of the site or after examination of the Drawings and Specifications, or are in doubt as to their meaning, he/she shall notify WHA in writing no later than ten (10) calendar days before the bid opening date.
- B. Any and all interpretations and any supplemental instructions issued by WHA shall be in the form of written addenda to Specifications which, if issued, will be mailed to all prospective bidders no later than seven (7) calendar days prior to the date for receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve him/her from any obligations under his/her bid as submitted. All addenda so issued shall become a part of the Contract Document.

## **1.12 MEASUREMENTS**

- A. The Contractor shall have the total responsibility to field verify all measurements mentioned in the scope of work or the plans or both. No additional monies shall be paid by WHA as a result of non-verification of measurements indicated in the Scope of Work, Bid Forms, Component Replacement Task Orders, Drawings or Sketches.

### **1.13 BID PACKAGE**

- A. The bid package shall consist of the following:
1. Signed Bid Form -online
  2. Completed HUD 5369A Form
  3. List of subcontractors and suppliers
  4. Certified check, cashier's check, or bid bond payable to WHA for not less than ten percent (10%) of the total bid price. Consent of Surety must accompany all bids.
  5. A signed Non-Collusive Affidavit.
  6. Affirmative Action Equal Employment Opportunity Plan (Section 3)
  7. Statement of Bidder's Qualifications.
  8. Completed Bid Forms Unit Prices online.
  9. Site Inspection- N/A
  10. HUD 2530 Form – Previous Participation Certificate
  11. Financial Statement – Not more than six months old
  12. Valid City & State Licenses
- B. All Bids and accompanying materials will become property of WHA and will not be returned to the bidder.
- C. Failure to submit a bid or the “No Bid Reply Form” is considered non-responsive and could result in removal from the bidder’s lists for future WHA projects. N/A

### **1.14 BIDS**

- A. Bids shall be submitted electronically at <https://nahro.economicengine.com>
- B. Bidders who fail to adhere to these requirements may be deemed non-responsive.

### **1.15 BID SECURITY**

- A. Each bid shall be accompanied by a certified check, cashier's check or bid bond to the Order of WHA for not less than 10 percent (10%) of the amount of the bid. In the event that the successful bidder fails to deliver and execute said contract and bond within seven (7) days from the date of the receipt of the award of said contract, the said sum shall be forfeited as liquidated damages and not as a penalty. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

### **1.16 RETURN OF BID SURETY**

- A. All bids sureties shall be returned within 30 (thirty) days after bids have been opened, read, and tabulated except those of the Bidders who have bid the lowest price for performing the project, and whose Bids and other documents submitted therewith comply with the requirements stated herein. The bid securities of bidders shall be returned when the contract is executed, or if not executed, when the matter has been disposed of WHA except, however when the bid surety has been forfeited as liquidated damages.

### **1.17 FAILURE TO DELIVER**

Should the successful bidder default on any of the bid and/or other terms of the awarded contract, WHA may secure the services of another qualified company on the open market to complete the contract. If such action becomes necessary and it involves a cost to WHA greater than the contract price, the excess cost shall be charged to the successful bidder and shall be deducted from any monies withheld under the contract. Any resulting deficiency shall constitute a claim by WHA for reimbursement from the successful original bidder and/or his/her bonding company.

### **1.18 LIQUIDATED DAMAGES**

Inasmuch as actual damages for any delay in completion are not possible to determine. The Contractor and his sureties shall be liable for and shall pay to the Wilmington Housing Authority liquidated damages assessed at \$100.00 (one hundred dollars) per day.

### **1.19 PERFORMANCE AND PAYMENT BOND, LABOR AND MATERIAL BOND, EXECUTION OF CONTRACT**

- A. Within ten (10) days after receipt of contract documents, the bidder to whom the contract is awarded shall execute and deliver the necessary documents entering into the contract with WHA.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in the paragraph above, furnish a Performance and Payment Bond secured by a Guaranty or Surety Company, said company to be licensed to do business in the State of Delaware and acceptable to WHA, in a penal sum of at least 100% (one-hundred percent) of the amount of said contract awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him/her in the performance of the work. Such bond shall be in the form of bond included in the specifications and shall bear the same date as, or a date subsequent to the date of the contract. The current power of attorney for any person who signs for any surety company shall be attached to such bond.
- C. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended time as WHA may grant based upon reasons determined by WHA, shall constitute a default, and WHA may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.

The company providing the required Performance and Payment Bonds must be listed in U.S. Treasury Circular No. 570 as a Surety approved to issue bonds securing Government Contracts in the State of Delaware. See the attached list of acceptable bonding companies.

### **1.20 SCHEDULE OF UNIT PRICES BREAKDOWN**

- A. The contractor shall file with WHA a schedule of unit prices breakdown in sufficient Detail, which will be used as a basis of determining the periodic amount of payments to be made for work, completed and installed in accordance with the Contract Documents. Schedule of unit



prices shall be submitted on HUD forms 51000, "A" and "B," "Schedule of Amounts for Contract Payments." Schedule of unit prices breakdown shall minimally include the following:

- B. Schedule of Amounts for Contract Payments Unit of Measure
1. SEE UNIT PRICE TABLE AND TASK ORDER IN "PLANS AND SCOPE OF WORK SECTION."

#### 1.21 BILLING RATES - SCHEDULE OF ESTIMATED PAYMENTS

- A. All bidders shall submit billing rates for each job classification and the following information:
1. Direct Labor Cost. Hourly rates for each job classification.
  2. Overhead rate (audited): All bidders shall include in their bid the overhead rate that will be charged. Also, all special conditions governing when a lower overhead rate will apply should be clearly stated.
  3. General and Administrative Rate (audited). This is a fee charged for "Other Direct Cost", such as sub-consultants costs. The maximum amount should be stated. This item, however, will be a negotiated cost on a project-by-project basis.
  4. Maximum Profit Rate - all bidders shall include in their bid the percentage of profit that will Be charged.

#### 1.22 CONTRACT CHANGES

1. Requests changes in the project scope of work. The form shall be prepared by the WHA or the Contractor for development of a quotation by the Contractor for a change in the scope of work. When initiated by the WHA and submitted to the Contractor, the Contractor shall complete the form and include a price quotation. When initiated by the Contractor, the Contractor shall include his price quotation for the labor and/or materials and labor to be added or deducted from the project.
  2. All changes in the contract work shall be documented by a change order, irrespective of whether or not such change involves the contract price or time of completion.
  3. A "change order" is a written agreement, signed by all parties of the contract, formalizing and defining a change in the contract requirements within the scope of the original contract. The change order establishes the consideration accruing to both parties.
  4. A "proceed order" is a written order authorizing the contractor to proceed with a change in contract requirements by the most economical method, subject to a later equitable adjustment of the contract price and/or time for completion as provided in the contract. A proceed order shall state the maximum addition to the contract price as a limiting amount or the amount of anticipated decrease.
  5. Either a change order or proceed order shall state whether or not the time for commencement and/or completion of the work shall be affected, and if so, to what extent.
- A. Preparation of a Change Order
1. Content: Each change order shall refer specifically to the applicable governing provision and method set forth in the contract and shall include a complete

Unambiguous, and reasonable detailed description of the change proposed including revised drawings, where required.

2. All reasonably related items involved in a change shall be incorporated in a Single change order. Each change order shall contain within itself a complete record of the changes without requiring reference to other documents.
3. Price: Each change order shall establish the fixed price for the change, extra or credit, and shall contain an explicit statement as to whether the contract time is to be changed.
4. Contractor's Bid: Every change order shall be supported by an itemized, bonafide written Bid from the contractor showing a breakdown of quantities, amounts and prices of labor, and materials in sufficient detail to provide an accurate check of the value in change. For conventional projects, if the proposed change involves the work of subcontractors, the contractor's Bid shall also include a copy of each subcontractor's Bid and breakdown.
5. Cross Reference: Any change order drawing shall be cross-referenced to the change order and one (1) copy attached to each copy of the order. They shall be identified in the change order by number and date.
6. Signature: Signatures should appear on the face of the order. If they must be shown separately, the sheet on which they appear shall bear the same identifying information as appears on the order.
7. Preparation: WHA shall prepare each change order in an original and not less than five (5) copies in the appropriate form.
8. Report on Change: With the four (4) original copies of the change order, there shall be attached WHA's report on the change, which shall be signed on behalf of WHA by an authorized person. This report on change shall be prepared by WHA on WHA letterhead in original and three (3) copies with the estimate of approximate cost. Change drawings, if any, shall be attached to the original copies. Acceptance by the contractor is not required for proceed orders.

### 1.23. CONTRACT PAYMENTS

- A. Request for Payment: Request for payment shall be submitted with the completion, inspection and acceptance by WHA of all work listed.
- B. In presenting a request for payment, the contractor shall transmit by letter to WHA with one (1) original and one (1) copy of Form HUD 51001 and all other supporting documents herein named. Original and copies shall be received no later than five (5) business days prior to the scheduled progress meeting.

Each request for partial payment shall be supported by the following documents:

1. Periodical Estimate for Partial Payments Form HUD 51001.
2. Schedule of Change Orders (unless none has been approved) Form HUD 51002.
3. Contract Tracking Report form WHA 10031

C. Partial Payment

At the option of the WHA, requests for payment will be accepted on a bi-monthly basis made for work completed in place, provided the materials installed are compliant with the project documents, the workmanship is satisfactory and the progression of the work is in conformance with the project schedule.

Partial payments for work completed or services rendered are subject to compliance (prior to payment) with the following requirements:

- a. Approval of a satisfactory breakdown of the contract amounts. Forms HUD 51000a and 51000b.
- b. Written designation of a certifying officer for the contractor.
- c. Withholding of retained percentages as set forth in the contract giving cognizance to the fact that after 50% (fifty percent) completion, payment in full is permitted, but not mandatory.
- d. Completion of the work covered by payments in accordance with the contract requirements.
- e. An executed and approved Periodical Estimate for Partial Payment based on the breakdown value of actual quantities for portions of the contract work satisfactorily completed, including:
  1. The value of the completed portion of any change order after authorization by a change order or a proceed order bearing the signature required by the contract.
- f. An executed and approved Contract Tracking Report (WHA form #10031) to be filled Out and approved by WHA Inspector prior to submittal of Periodical Estimate and a copy of which shall accompany the Periodical Estimate for partial payment.
- g. Such releases or receipt as WHA may require in connection with any payment.
- h. Certification by the contractor and his/her subcontractors that they have paid rates of wages complying with the terms of the contract as required by Section 16 (2) of the United States Housing Act, as amended.
- I. Updated construction progress schedule as required by WHA.

D. Other Contract Payments no portion of the retained percentage accumulated from monthly partial payments, nor the final balance due, may be paid to the contractor without prior written approval of WHA. The contractor may obtain approval upon showing that the contract work has been satisfactorily and substantially completed in accordance with the contract terms and submission of the following documents in satisfactory form as prepared and submitted to WHA by the contractor.

1. Periodical Estimate for Partial Payment, Form HUD 51001, and supporting documents.

E. Contractor's Certificate and Release as described elsewhere herein.

- F. Periodical Estimate for Partial Payment Form HUD 51001. This form printed on both sides, shall be used by the contract in submitting monthly requests for payment. The form shall be submitted in three (3) originals and one (1) legible copy.
- G. Schedule of Change Orders Form HUD 51002. This form shall be used by the contractor for reporting the details with respect to approved change orders. It shall be prepared in and original and one (1) copy, attached to each copy of the Periodical Estimate for Partial Payment and submitted to WHA.
- H. For detailed contract requirements, see section captioned "PAYMENTS TO CONTRACTORS" included within the General Conditions.

HUD Forms 51001 and 51002 shall be furnished to contractor at no cost by WHA.

**NOTE: WHA does not make payments for stored materials.**

#### **1.24 AWARD OF CONTRACT**

- A. WHA shall have the right to reject any or all bids or any parts thereof or items therein. The Counsel for WHA shall have the right to waive technicalities for and in the best interest of WHA. If an award of contract is made, it shall be made to the lowest Qualified bidder whose bid is deemed by WHA to be in its own best interest. All Contracts are contingent upon funds being available at the time of awarding the contract.

Lowest Responsive/Responsible bidder will have 15 days from date of the Notification of Award letter to respond to the WHA and make all necessary submittals and be ready to sign the contract, or notify the WHA in writing as to the reason(s) why they cannot respond and also include exact date as to when they will be able to comply with the instructions as listed in the Notification of Award.

#### **1.25 NOTICE TO PROCEED**

- A. The work of this contract shall commence with the written notice known as "**Notice to Proceed**".

#### **1.26 ADMINISTRATIVE SUBMITTAL**

- A. The contractor shall within fifteen (15) days of notification of selection for the award of a contractor for work, submit the following:
  1. Construction Progress Schedule: The contractor shall submit a construction progress schedule immediately after the WHA issuance of the Notice to Proceed. Indicate each phase of the work to be performed in the order of performance, including the time necessary to complete each phase. WHA may require the use of Form HUD-5372, Construction Progress Schedule, or other appropriate progress forms from various professional organizations. The information presented shall be realistic and consistent with the information provided by the contractor on WHA-approved schedule of amounts for contract payments.
  2. WHA shall review the contractor's construction progress schedule to determine that the scheduled dates and amount of work to be completed are reasonable and consistent with the contract. Upon approval by WHA, the approved construction progress schedule shall be

returned to the contractor. WHA may request an updated schedule as required documentation for contractor requested partial payments.

3. The contractor shall be required to establish to the complete satisfaction of WHA, the Reliability of persons proposed to furnish and perform the work described within the Documents.

#### 1.27 GUARANTEE

The contractor shall provide WHA at the time he/she submits for final project meeting, a typewritten guarantee neatly bound in a folder. This shall state: **All work has been completed in accordance with the drawings, sketches and bid forms and will remain free from defects resulting from defective workmanship and/or materials for a period of one (1) year from the date of final acceptance or the period of time specified by the manufacturer whichever is longer.**

#### 1.28 ESCALATOR CLAUSES

Escalator clauses shall not be acceptable. All prices indicated in the bid submitted shall be firm for at least the term of the contract or extension thereof.

#### 1.29 PROJECT MEETINGS

All contractors, and any subcontractor, material man or vendor whose presence is necessary, shall attend bi-monthly job meetings when called by WHA for the purpose of discussing the execution of the work, unless excused in writing by WHA.

#### 1.30 SUBSTITUTIONS

Whenever materials or equipment are specified by the usage of the proprietary item or the name of a particular manufacturer, the naming of this item is intended to establish the type, function and quality desired. Submit full data on material substitution request for review and approval by WHA. Any substitution of materials specified shall be made only after obtaining written approval from WHA. Any substitution shall be of equal quality and performance as the specified materials or products.

#### 1.31 CONFLICTS

Where any provision of these "Special Conditions" conflicts with the HUD-5370 General Conditions, the HUD General Conditions shall govern.

#### 1.32 INSURANCE

- A. Before commencing work, the Contractor and each sub-contractor shall furnish the WHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  1. Worker's Compensation, in accordance with the State Workers' Compensation laws.
  2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than **\$1,000,000.00** 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 item #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 (5) 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 \$500,000.00 per occurrence.
- B. 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 cancelled or non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Contracting Officer.
- C. The Wilmington Housing Authority is to be named an "additional insured" on all policies required hereunder except Worker's Compensation and Employer's Liability. An endorsement stating the above shall be provided to the WHA by the Contractor prior to commencement of the work.

### 1.33 INDEMNIFICATION

The contractor shall indemnify and hold harmless WHA and their agents and employees from and against all claims, damages, losses or expenses, including, but not limited to attorney's fees, attributable to:

1. Bodily injury, sickness, disease or death:
2. Injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from:
3. Governmental fines and/or penalties of any kind whatsoever:
4. Corrective measures required under the Federal Safety and Health Act (hereinafter referred to as OSHA):
5. Delay in completing the work beyond the contract time, as defined in paragraph 1.2. Caused by proceedings under OSHA: caused in whole or in part by any act or omission, or with respect to subparagraph (5), any alleged act or omission of the contractor, anyone directly or indirectly employed by the contractor, anyone for whose acts contractor may be liable, and with respect to sub-paragraphs (3) – (5), any subcontractor of contractor, regardless of whether or not said claim, loss of expense is caused in part by a party indemnified herein. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**1.34 MINIMUM RATES OF PAY**

A schedule of the minimum rates of pay applicable to this contract is attached.

**1.35 WHA's RIGHT TO CARRY OUT THE WORK**

If the contractor defaults or neglects to carry out the work in accordance with the contract documents and fails within seven (7) days after receipt of written notice from WHA to commence and continue correction of such default or neglect with due diligence and promptness, WHA may, after seven (7) days following receipt by the contractor of an additional written notice and without prejudice to any other remedy he/she may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the contractor the cost of correcting such deficiencies, defaults, neglect, or failure. Such action by WHA and the amount charged to the contractor are both subject to the prior approval of WHA. If payments then or thereafter due the contractors are not sufficient to cover such amount, the contractor shall pay the difference to WHA.

**1.36 JOB OFFICES**

- A. The contractor shall designate a job office to serve the posting requirements of this contract. A board (4'0 X 8'0) shall be in plain view in a well-trafficked area. On said board will be posted EEO and Wage information in compliance with the General Conditions of this contract
- B. The job office shall include office space of 12'0 x 12'0, with water, toilet facilities, janitor's service, local telephone, plain tables/plain racks, a desk with chair and one 4-drawer file cabinet. The contractor may, at his/her option, furnish a job-office trailer that has been specifically identified for this purpose. The trailer, if used, shall be subject to approval by WHA. The contractor may use space in the existing and vacant living units for office space subject to approval by WHA.
- C. The contractor, and his/her subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed onsite. WHA shall be consulted with regard to locations.
- D. Upon completion of the project, or as directed by WHA, the contractor shall remove all such temporary structures and facilities from the site – to become his/her real property, and leave the premises in acceptable condition as determined by WHA.

**1.37 DRAWINGS AND SPECIFICATIONS**

- A. Unless otherwise provided for in the contract documents, WHA will provide a minimum of three (3) copies of the drawings and specifications to the contractor at no cost for execution of the work.
- B. Dimensioned and full-sized drawings shall take precedence over scaled dimensions. Where the work is shown in complete detail on only half or a portion of the drawing, or there is an indication of continuation, the remainder portion being shown on outline, the work drawn out in detail shall be understood to apply to other like-portions of the structure or utilities.

- C. It shall be the responsibility of each contractor by personal inspection prior to submission of his Bid, to satisfy himself/herself as to the correctness of any information given which may affect the quantity, size, and quality of materials required for satisfactorily complete contract, whether or not such information is indicated on the drawings or within the specifications.
- D. All work that may be called for in the Bid Forms and not shown on the drawing or is shown on the drawings and not called for in the Bid Forms shall be executed and furnished by the contractor as if described in both. Should any incidental work or materials be required for the proper carrying out of the intent thereof, the contractor shall understand same to be implied and required, and he/she shall perform all such work and furnish all such materials as fully as if they were particularly delineated or described.
- E. No contractor shall at any time after the execution of his/her contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall he/she claim any misunderstanding with regard to the nature, conditions or character of the work to be performed under the contract, and he/she shall assume all risks resulting from any changes in the condition which may occur during the progress of the work.

#### **1.38 PERMITS**

The contractor shall secure and pay for the Building Permit, Certificate of Occupancy, and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution of the work which are customarily secured after execution of the contract and which are legally required at the time the bids are received.

#### **1.39 CONSTRUCTION SUPERINTENDENT**

The contractor shall employ a construction superintendent or foreman/foreperson at the site of the work, this person shall have full authority to act for the contractor. It is understood that such representative shall be acceptable to WHA and shall be one who is continued to be in the capacity for the full length of the project unless he/she ceases to be on the contractor's payroll.

#### **1.40 ALTERATIONS AND ADDITIONS**

New work, which is an extension of existing work, shall match such existing work, unless otherwise specified. Old work, which is cut, altered, or temporarily removed and replaced, and all work remaining in-place but damaged or defaced by reason of new work done shall be restored to its original condition at no cost to WHA.

#### **1.41 CUTTING AND PATCHING**

- A. Structural Work: Do not cut and patch structural work in such a manner, which results in a reduction of load-carrying capacity or load-deflection ratio. Submit a Bid and request and obtain written WHA approval before proceeding with any cutting and/or patching of any structural work.

#### **1.42 ORDERING MATERIAL**



- A. Before ordering any material or starting layout for work, each contractor must check and verify all conditions and measurements, which may apply to or in any way, affect the work to be done or the materials to be furnished.

#### **1.43 USE OF PREMISES AND REMOVAL OF DEBRIS**

- A. Each contractor expressly undertakes at his/her own risk:
  - 1. To take every precaution against injuries to persons or damage to property.
  - 2. To store his/her apparatus, materials, supplies, and equipment in such fashion at the site of work to not unduly interfere with the progress of his/her work or the work of any other contractors or the work of WHA.
  - 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - 4. To clean up (on a daily basis) all refuse, scrap materials and debris generated by performance of the work to the end that the site of work shall, at all times, present a neat, orderly and workmanlike appearance.
  - 5. Before Final Payment, to remove all surplus materials, false work, temporary structures (including foundations thereof), plants of any description and debris of any nature resulting from his/her operations, and to put the entire site in a neat, orderly condition.
- B. All materials of any kind or character belonging to the contractor which shall remain upon the premises where the work is being performed after the expiration of sixty (60) days from the date of final payment to the contractor shall become the property of WHA subject to be used and disposed of by WHA as it may deem proper.
- C. Do not drive on sidewalks or unpaved areas without written permission. All damages resulting from driving on the above areas shall be repaired to the satisfaction of WHA by the contractor at no cost to WHA.

#### **1.44 MATERIALS AND EQUIPMENT**

- A. Except where specifically stated otherwise herein, all existing materials and equipment which are required shall be removed or disconnected to perform the work, but are not indicated or specified for use in the new work shall become the property of the contractor and shall be removed from the premises by the contractor.
- B. Unless noted otherwise, all materials and equipment provided and installed shall be new.

#### **1.45 PROTECTION**

- A. General: The contractor shall take all necessary precautions to adequately protect personnel and all public/private property located in the areas of work. Approved barriers and warning signs shall be provided by the contractor to re-route personnel around dangerous areas of work. The work shall be executed in such a way that will cause the least practicable disturbance to the occupants of the buildings. Before starting work, the sequence of operations and the methods of conducting the work shall be approved by WHA. All Federal, State, and Local regulations

governing protection of building access routes, vehicular traffic, and pedestrian traffic shall be strictly followed and enforced. Replace, or restore to original condition, any item damaged during the extent of the contract work to the complete satisfaction of WHA.

- B. Protection of Buildings from the Weather: The interior of the building and all materials and equipment shall be protected from the weather at all times. Where removal of existing roofing and/or roof decking is necessary to accomplish the work, materials and workmen necessary to adequate and approved temporary covering of exposed areas shall be kept in readiness at all times. Temporary coverings shall be attended as necessary to ensure their effectiveness and prevent displacement. The contractor shall be responsible for all damages to equipment, the building, or occupants incurred during the construction phase, as a result of his/her operations. Contractor shall be responsible for boarding up of all windows and entry doors, overall security of units being worked upon. Contractor shall either repair or replace completely all items damaged by vandalism at no cost whatsoever to WHA.
- C. Seasonal Requirements: For the duration of the contract, the contractor is responsible for all seasonal work required to maintain property(s) in a safe and orderly manner. Seasonal work includes but is not limited to: lawn & garden care/grass cutting & trimming; snow removal/sidewalk cleaning & de-icing. Snow removal is required to be complete within 24 hours of the snowfall.

#### **1.46 OPERATIONS, MAINTENANCE, AND PRODUCT INFORMATION BOOK**

- A. Provide four (4) completely bound books containing the following information:
  - 1. All approved shop drawings, catalog cuts, installations, operation/maintenance instructions for all products and equipment installed on the project.
  - 2. Copies of all guarantees and warranties for all products and equipment.

#### **1.47 FINAL CLEANING**

At closeout time, clean or re-clean all work to normal levels for “1<sup>st</sup> class” maintenance and cleaning of building projects of a similar nature. Remove all non-permanent protection and labels polish all glass, clean all exposed finishes, touch up minor finish damages, remove debris and sweep all areas. Polish light fixtures, replace all dimmed or burnt-out bulbs, and perform related work to produce a “move-in” condition as deemed acceptable by the WHA Construction Inspector.

#### **1.48 PROJECT CLOSE-OUT**

- A. Deliver to WHA a written one (1) year contractor’s warranty – the warranty shall include provision for repair and or replacement by the Contractor of defective labor and materials.
- B. Deliver to WHA manufacturers product guarantees, warranties and certificates of insurance for products, appliances, equipment and materials, which have been installed by the Contractor.
- C. Deliver to WHA a copy of product maintenance instructions, equipment operation instructions and replacement parts lists.

- D. Perform remedial work necessary due to faulty workmanship or materials at no cost to WHA.
- E. Provide evidence to WHA of compliance with the requirements of governing authorities, including but not limited to Certificates of Occupancy.
- F. Provide a completed copy to WHA of HUD "Certificate of Release."
- G. Provide a copy of a Release of liens from all subcontractors to WHA.

**END OF WHA SUPPLEMENTARY GENERAL CONDITIONS**

# Part - IV

## Prevailing Wage Rate

General Decision Number: DE180001 01/05/2018 DE1

Superseded General Decision Number: DE20170001

State: Delaware

Construction Type: Residential

Counties: Delaware Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

\* SUDE1990-001 04/01/1990

	Rates	Fringes
BRICKLAYER		
KENT AND SUSSEX COUNTIES...\$	12.50	.63
CARPENTER (Excluding Drywall Hangers)		
NEW CASTLE COUNTY.....\$	10.59	2.05
CARPENTER		
KENT AND SUSSEX COUNTIES...\$	9.75	.65
Concrete Finisher		
KENT AND SUSSEX COUNTIES...\$	9.69	
DRYWALL HANGER		
NEW CASTLE COUNTY.....\$	10.79	
ELECTRICIAN		

KENT AND SUSSEX COUNTIES...\$ 10.00  
NEW CASTLE COUNTY.....\$ 9.12

Laborers:

Landscape  
KENT AND SUSSEX COUNTIES...\$ 7.25  
Mason Tenders (Brick)  
KENT AND SUSSEX COUNTIES...\$ 7.25 .63  
Unskilled  
KENT AND SUSSEX COUNTIES...\$ 7.25  
UNSKILLED  
NEW CASTLE COUNTY.....\$ 7.25

PAINTER

NEW CASTLE COUNTY.....\$ 9.00

PLUMBER

KENT AND SUSSEX COUNTIES...\$ 8.92  
NEW CASTLE COUNTY.....\$ 9.80

Power equipment operators:

Backhoe  
KENT AND SUSSEX COUNTIES...\$ 10.15

ROOFER, Including Built Up,  
Composition and Single Ply  
Roofs

NEW CASTLE COUNTY.....\$ 9.79

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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



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

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

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

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

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END OF GENERAL DECISION

Part - V  
Section 3  
Economic Opportunities  
For Low and Very Low  
Income Persons  
And  
Manpower Utilization  
Section

# IMPLEMENTATION OF SECTION 3 OF HUD ACT OF 1968

## PURPOSE AND OVERVIEW

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD funds shall be directed to low-and very low- income persons in consistent with existing Federal, State and local laws and regulations.

Section 3 recognized that job training, employment and contract opportunities are generated by HUD programs designed to aid housing, urban planning and community development. Section 3 is a mandate to target these economic opportunities flowing from the HUD-assisted projects to lower income residents and businesses in those jurisdictions and areas where HUD is “investing” public resources. This law requires that the Department take affirmative steps to meet this objective. Through HUD regulations, participants in HUD’s assistance programs – recipients and contractors – are required to make good faith efforts to provide “to the greatest extent feasible”, opportunities to Section 3 area residents and Section 3 business concerns.

## BACKGROUND AND LEGAL AUTHORITIES

- A. Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment, and contraction are given to low income persons and firms in the area in which a HUD-assisted project is located
- B. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed to ward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD’s program assistance, primarily through large construction projects, many of which were located in “ghetto areas.” The statute was first amended in 1969 to extend its coverage from exclusively housing programs to HUD programs providing direct financial assistance in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community development. The statute was amended again in 1974 to explicitly include the community development block grant programs. It was amended a third time in 1980 to change the location preference from “project area” to larger geographical areas. For training and employment, the area of the project became the unit of local government or metropolitan area (or non metropolitan county), as determined by the Secretary of HUD. For contract purposes, the location preference became the metropolitan area (or nonmetropolitan county).

### SECTION 3 AREA RESIDENT

Section 3 resident means any individual who resides within the unit of local government or the metropolitan area the unit of local government of the metropolitan area (or nonmetropolitan county), as determined by HUD, in which the Section 3 covered project is located, and whose family income does not exceed the median family income for the nonmetropolitan county) in which the project is located.

### SECTION 3 BUSINESS

Section 3 business concerns refers to any business located within the Section 3 area and any business owned in substantial part, at least 51%, by persons residing in the Section 3 area. Such a business must also qualify as small under the small business size standards of the Small Business Administration. In addition, a business which is "owned by persons considered by small Business Administration to be socially or economically disadvantaged.

### TRAINEES

The Contractor or subcontractor shall fulfill his obligations to utilize Section 3 area residents as trainees to the greatest extent feasible by:

- (1) Utilizing the maximum number of persons in the various training categories in all phases of the work to be performed under the Section 3 covered project, and
- (2) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.

### WORK FORCE BREAKDOWN

Prior to the signing of the contract, the Contractor shall provide a preliminary statement of work-force needs (skilled, semi-skilled, unskilled labor and trainee's category, where known: where not known, such information shall be supplied prior to the signing of any contract. The Contractor shall execute the Certificate of Compliance (work Force Breakdown) and cause all sub-contractors undertaking work in connection with this contract to furnish the same.

### COMPLIANCE WITH EXECUTIVE ORDER 11246

Contractor covered by Section 3 are subject to compliance with Executive Order 11246, as amended by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in phases of employment during the performance of Federal or Federally assisted construction contracts.

# STATUTE

## HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(Public Law 90-448; 82 Stat. 476; U.S.C 1701u)

### Employment Opportunities For Lower Income Persons in Connection with Assisted Projects

Sec. 3. In the administration of programs providing direct financial assistance, including community development block grants, in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, the Secretary of HUD shall

- (1) require, in consultation with the Secretary of Labor, that to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county), as determined by the Secretary, in which the project is located; and
- (2) require, in consultation with Administrator of the Small Business Administration, that to the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals of firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

### SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The Section 3 Clause, set forth in 24 CFR 135.20 (b) provides:

- A. The work to be performed under the 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 evidence 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 worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work sit 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 regulation in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that the subcontractor is in the 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, 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 given to Indians, and (ii) preference in the award of contract and subcontracts shall be given 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 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

# REPLY SECTION

## SUBMITTALS

<b>IFB No. B18004 – Riverside Roof Replacement</b>
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Instructions: The items listed below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking **X**, where provided, to indicate that the referenced information has been included.

<b>X = ITEM COMPLETE</b>	<b>SUBMITTAL ITEMS</b>
<input type="checkbox"/>	Form 1- Bid Form
<input type="checkbox"/>	Form 2- Bid Bond
<input type="checkbox"/>	Form 3- Non-Collusive Affidavit
<input type="checkbox"/>	Form 4- Statement of Bidder's Qualifications
<input type="checkbox"/>	Form 5- List of Subcontractors
<input type="checkbox"/>	Form 6- Financial Statement (not more than 6 months old)
<input type="checkbox"/>	Form 7- HUD 2530 Previous Participation
<input type="checkbox"/>	Form 8- HUD-5369-A Representations Statement
<input type="checkbox"/>	Section 3 Documents

The undersigned bidder hereby states by completing and submitting this form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the WHA discovers that any information entered herein is false, to all bid documents, the bid submittal, and all attachments pursuant to all completed Documents submitted, including these and all attachments, the undersigned bidder to supply the WHA with the services described herein for the fees noted following and within the bid form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:  
\_\_\_\_\_ AS PRINCIPAL

and \_\_\_\_\_ as SURETY, are

held and firmly bound unto WILMINGTON HOUSING AUTHORITY, herein called the "WHA", 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 presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the

accompanying bid, dated \_\_\_\_\_, 2019 for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified herein 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 WHA in accordance with the bids 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 the failure to enter into such contract and give such bond within the time specified in said bid and the amount for which WHA 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-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

**ATTEST**

**Sole Proprietorship or Partnership**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
(Individual Principal Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Individual Principal above)  
\_\_\_\_\_  
Seal

**ATTEST**

**CORPORATION**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
(Corporate Principal Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Name of Corporate principal above)  
\_\_\_\_\_  
(Title)  
Affix Corporate Seal

**ATTEST**

**SURETY COMPANY**

\_\_\_\_\_  
**Attest**

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

\_\_\_\_\_  
(Corporate Surety Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

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

(Name of Corporate Surety)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Affix Corporate Seal

(Power of Attorney for person signing for Surety Company must be attached to the Bond)

NON-COLLUSIVE AFFIDAVIT

STATE OF  
COUNTY OF

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
The party making the foregoing Proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agree, 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 of collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, to fix overhead profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Wilmington Housing Authority 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 \_\_\_\_\_ 2019

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Business Name \_\_\_\_\_
2. Parent Business Name (if applicable) \_\_\_\_\_
3. Names of Principals \_\_\_\_\_
4. Permanent main office address \_\_\_\_\_
5. Previous Business Name \_\_\_\_\_
6. When organized \_\_\_\_\_ When Incorporated \_\_\_\_\_
7. Years you have been engaged in the contracting business under your present name \_\_\_\_\_
8. Have you ever defaulted on a contract? \_\_\_\_\_
9. Have you ever refused to sign a contract at your original bid? \_\_\_\_\_  
If yes, explain \_\_\_\_\_  
\_\_\_\_\_
10. Attach a recent Audited Financial Statement or Annual Report.
11. Attach firm organization chart and chain of command with resume of key and senior personnel with professional license (if applicable), and professional references including that of designated project coordinator and support staff assigned to this work.

### PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

### BANK REFERENCES

BANK NAME	ADDRESS	
CITY, STATE, ZIP CODE	CONTACT PERSON	TELEPHONE NO.

**BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this IFB/Scope)**

AGENCY/COMPANY NAME			ACTIVITY	DOLLAR AMOUNT
ESTIMATED COMPLETION DATE	P.O. /CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.
AGENCY/COMPANY NAME			ACTIVITY	DOLLAR AMOUNT
ESTIMATED COMPLETION DATE	P.O. /CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.
AGENCY/COMPANY NAME			ACTIVITY	DOLLAR AMOUNT
ESTIMATED COMPLETION DATE	P.O. /CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.

12. The undersigned hereby authorizes and requests any person firm or corporation to furnish any information requested by the Wilmington Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
 (location) (day) (month) (year)

\_\_\_\_\_  
 Name of Bidder

By: \_\_\_\_\_  
 Signature of Bidder's Representative

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says he is \_\_\_\_\_  
 (title)

\_\_\_\_\_ of \_\_\_\_\_  
 (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me the \_\_\_\_\_ day of \_\_\_\_\_, 2019  
 (day) (month) (year)

\_\_\_\_\_  
 (Notary Public)

My Commission Expires \_\_\_\_\_

**LIST OF SUBCONTRACTORS**  
**(To be Includes in the Bid Documents)**

The following Subcontractors will be used in the work under this Contract. Write "Prime" where the General Contractor will be performing the Work.

Name & Address

Demolition: \_\_\_\_\_

Carpentry: \_\_\_\_\_

Masonry: \_\_\_\_\_

Stucco: \_\_\_\_\_

Drywall: \_\_\_\_\_

Painting: \_\_\_\_\_

Resilient Flooring: \_\_\_\_\_

Replacement Windows: \_\_\_\_\_

Insulated Metal Doors: \_\_\_\_\_

Roofing Installer: \_\_\_\_\_

Heating: \_\_\_\_\_

Furnace Manufacturer \_\_\_\_\_

Plumbing \_\_\_\_\_

Electrical: \_\_\_\_\_

Other Major Subcontractors: \_\_\_\_\_

Suppliers: \_\_\_\_\_