



Harrison Homes Renovation of Units 55 & 204

Date Issued: April 12, 2019

**Pre-Bid Meeting: April 16, 2019
Pre-Bid Meeting Time: 10:00 a.m., CST**

Question Deadline: April 19, 2019 at 12:00 p.m., CST

**Deadline Date: April 25, 2019
Deadline Time: 2:00 p.m., CST**

Issued By:

**PEORIA HOUSING AUTHORITY
100 S. RICHARD PRYOR PLACE
PEORIA, ILLINOIS 61605-3905
PHONE: 309-676-8736
TTY: 309-674-0849**

ANY QUESTIONS SHOULD BE DIRECTED IN WRITING TO:

**Contract Administrator
100 S. Richard Pryor Place, Peoria, IL. 61605
Email: ppesha-ahten@pha.peoria.il.us**

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Section 1.0

Announcement

The Peoria Housing Authority will receive bids for the “**Harrison Homes Renovation of Unit 55 & 204**” project until **2:00 p.m. (CST) on Thursday, April 25, 2019** at 100 S. Richard Pryor Place, Peoria, Illinois, at which time and place all bids will be publicly opened and read aloud. Bids received after this time will not be considered.

On **Tuesday, April 16, 2019 at 10:00 a.m. (CST)**, the Peoria Housing Authority will conduct a Pre-Bid Conference at Harrison Homes, 2610 W. Krause, Peoria, IL. 61605. All interested bidders are strongly encouraged to attend the Pre-Bid Conference.

Copies of all bidding documents may be obtained from the Peoria Housing Authority website at www.peoriahousing.org. Click on Procurement to sign up in eProcurement to obtain the solicitation. In addition, all addenda's if applicable will be posted on the website.

The Peoria Housing Authority has established the goal of awarding at least 20% of the total dollar value of construction contracts to Minority-Owned Business Enterprises and Women-Owned Business Enterprises. All bidders are required to submit with the proposal the Affirmative Action Plan Statement of Policy and Subcontractor Participation Schedule. Any bid received that does not meet this goal may be subject to rejection by the Peoria Housing Authority.

All bidders must sign and submit all forms in Section 8.14 including the Section 3 Clause and Section 3 Assurances. Contractors awarded a contract must comply with HUD's regulations in 24 CFR Part 135, which implements Section 3.

Proposals shall be made on unaltered bid forms located within the bidding documents. All blank spaces shall be completed. Proposals shall be signed with the name typed or printed below the signature. When the bidder is a corporation, proposals must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

All bids over \$25,000.00 must be accompanied by a negotiable bid guarantee, which shall not be less than 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 Illinois. Certified checks and bank drafts must be made payable to the Peoria Housing Authority. The bid guarantee shall ensure the execution of the contract and furnishing of a method of assurance of completion. Failure to submit bid guarantee with the bid shall result in rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

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The Peoria Housing Authority intends to award one contract on the basis of lowest and most responsible and responsive base bid for all work to be performed in the above referenced project. The successful bidder must be prepared to begin work immediately upon notification of award.

No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids without prior written consent of the Peoria Housing Authority.

Bidders shall carefully examine the documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The Peoria Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding process. Award contingent upon available funding.

AN EQUAL OPPORTUNITY EMPLOYER BY THE ORDER OF THE EXECUTIVE DIRECTOR OF THE PEORIA HOUSING AUTHORITY

Contact Person: Contract Administrator, Pam Pesha-Ahten

Ms. Jackie L. Newman
Chief Executive Officer

Section 2.0 Introduction & Company Information

The Peoria Housing Authority was organized in 1937 as a municipal corporation to provide federally subsidized housing and housing assistance to low-income families. Appointed by the Mayor of the City of Peoria, the Peoria Housing Authority is governed by a seven-person Board of Commissioners. The Chief Executive Officer (CEO) is currently the only executive level staff person with the responsibility of not only the total management of the organization but also the day to day operations.

As the housing authority is funded by the Department of Housing & Urban Development (HUD), the housing authority is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR). In addition, the housing authority has a board approved procurement policy that details expectations for procurement of all goods and services.

Housing services include a combination of housing choice vouchers, public housing and affordable housing. The Peoria Housing Authority is committed to providing affordable housing opportunities for all of the citizens living in an area generally known as "Central Illinois." In addition, through the development of strong partnerships with current residents and appropriate community agencies, the Peoria Housing Authority seeks to develop new programs (Housing, Social, Educational) to enhance the quality of life for residents, thereby offering numerous opportunities for self-sufficiency.

The PHA provides federally subsidized housing and housing assistance to low-income families and manages two (2) multi-family apartment complexes, one (1) senior apartment complex, one (1) hundred and eighteen (118) scattered site units located throughout the City of Peoria, thirty

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(30) public housing units at RiverWest. RiverWest South, LP will also be serviced under this contract and consist of seven (7) original units at RiverWest South with an additional twenty-six (26) units built with tax credit funding. The 26 units at RiverWest South LP are taxable units

Section 3.0 The Agency's Reservation of Rights

1. **Right to Reject, Waive, or Terminate the IFB:** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
2. **Right to Not Award:** Not to award a contract pursuant to this IFB.
3. **Right to Terminate:** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
4. **Right to Determine Time and Location:** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
5. **Right to Retain Bids:** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer.
6. **Right to Negotiate:** Negotiate the fees proposed by the bidder entity.
7. **Right to Reject Bid:** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-required services.
8. **No Obligation to Compensate.** Have no obligation to compensate any bidder for any cost incurred in responding to this IFB.
9. **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the IFB packet from the PHA website at www.peoriahousing.org and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the Contract Administrator in writing within 4 days of the discovery of any item listed herein or of any items that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
10. **Right to Reject – Obtaining Competitive Solicitation Documents.** The website is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda), Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the website.

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Section 4.0 Scope of Services

See section 011000 – Work Summary

Section 5.0 Bid Evaluation

1. **Public Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the Contract Administrator, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount of bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening

and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidders that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember as detailed in Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

1.1 **Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of sections.”

2. **Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness, (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

3. **Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4. **Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

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Section 6.0

Contract Award

1. **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
 1. By completing, executing and submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or electronic version. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
 2. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB.

2.1 Contract Forms. The Agency will not execute a contract on the Contractor's form – contract will only be executed on the Agency form (please see sample contract), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clauses that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

2.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained with ANY of the HUD forms included as a part of this IFB.

2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

2.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the proposed pursuant to the IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contracting Officer (CO). Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the

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Contractor as a result of the proposed contract; either as determined by the CO.

3. **Contract Period.** The Agency anticipates that it will award a contract for the period of 45-days
4. **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:
 - 4.1 **Workers Compensation Insurance.** A certificate evidencing the bidder current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Worker's Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 4.2 **General Liability Insurance.** A certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each claim, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000.
 - 4.3 **Automobile Insurance.** A certificate showing the bid's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 - 4.4 **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services in the City of Peoria, Peoria County, and/or State of Illinois.
5. **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations.
6. **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
7. **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 5 work days of notification by the Agency.

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Section 7.0

Bid Form

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Plans and Specifications including this Bid Form, the Non-Collusive Affidavit, the Wage Determination, the Technical Specifications and Addenda, if any thereto, on file in the office Peoria Housing Authority, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required.

The following principals shall govern the competitive bidding process:

1. The Peoria Housing Authority will award one contract to the acceptable Contractor submitting the lowest responsible and responsive base bid.
2. The contract will be a fixed price contract. The total contract amount shall not be exceeded without a written Change Order.
3. Items may be varied as needed to complete the work. The Bidder is advised to include in each of the items the proportional amounts of labor and material costs, overhead, profit, taxes and fees.
4. The Peoria Housing Authority is **tax-exempt** and **late fees** cannot be imposed.
5. The current Prevailing Wage Determination is included in Section 8.12. Contractor responsible for utilizing all modifications issued by the Department of Labor prior to bid due date. Modifications can be located at www.wdol.gov/wdol/scafiles/davisbacon/IL3.dvb.
6. In this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

BIDDER proposes to perform all work required in strict accordance with the work scope, specifications and bid documents at the Administration Building. This bid form is due to the Peoria Housing Authority, 100 S. Richard Pryor Place **Thursday, April 25, 2019 at 2:00 p.m.**

Base Bid # 55	\$ _____
Base Bid # 204	\$ _____
Contingency	\$ <u>700.00</u>
Total Bid	\$ _____

Grand Total Written Bid _____

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THE BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDA: (Failure to acknowledge may cause bid rejection):

No. _____ Dated _____ No. _____ Dated _____ No. _____ Dated _____

The Bidder agrees to furnish all labor, materials, equipment and services required to complete the work and project as described and required by the Contract Documents.

I agree to be substantially complete within **45 (forty-five days)**. If contractor fails to complete work within specified time in contract, the contractor shall pay the PHA as liquidated damages, the sum of **\$150.00** for each day of delay. In submitting this bid, it is understood that the right is reserved by the Peoria Housing Authority to reject any and all bids.

DATE: _____

SEAL: _____

SIGNATURE OF BIDDER _____

PRINT NAME OF BIDDER _____

COMPANY _____

TITLE _____

ADDRESS _____

PHONE _____

FEDERAL IDENTIFICATION # _____

EMAIL _____

ATTEST:

NOTARY PUBLIC

**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 and 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 —

Peoria Housing Authority
Attn: Director of Modernization and Development
100 S. Richard Pryor Place
Peoria, IL 61605

[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.

Required Bid Documents to Be Included in the Bid Packet

Bid Form and Addendum Acknowledgements

Bidder's Qualifications

Non-Collusive Affidavit

Certifications and Representations of Offerors HUD-5369-C

Contractor's Affidavit

Section 3 Clause

Section 3 Assurance

Subcontractor Participation Schedule

EEO Statement

Certification of Payments to Influence Transactions HUD-50071

Disclosure of Lobbying Activities HUD

These items must be submitted with your bid. Items must be notarized if needed and/or signed. Failure to submit the above listed items may result in rejection of bid. The above listed forms are included in the Specification Booklet.

When a contract is awarded you are required to be registered in:

System of Award Management (SAM) = www.login.gov
eProcurement – Information located on our website www.peoriahousing.org

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

(Name of Principal)

as PRINCIPAL, and

(Name of Surety) as SURETY

are held and firmly bound unto **THE PEORIA HOUSING AUTHORITY** hereinafter

called the "LOCAL AUTHORITY," in the penal sum of _____
_____ DOLLARS

lawful money of the United States, for the payment of which sum will 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 _____ 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 thereof, 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 Local Authority 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, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority 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-bonded parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party begin hereto affixed and these presents 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)

Attest:

(Corporate Principal)

Sample

(Business address)
By _____ Affix
Corporate Seal

(Corporate Surety)

By _____ Affix
Corporate Seal

(Power-of-Attorney for person signing for Surety Company must attached to bond).

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 this signature, and his signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

 (Corporate Seal)

Statement of Bidder's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. This information may be submitted in a separate Sealed Envelope marked "Bidder's Qualifications." In the event your bid is not selected for award, this envelope will not be returned to the Contractor, but will remain in contract file "unopened."

1. Name of Bidder:
2. Permanent Main Office Address:
3. Year Organized:
4. State(s) of Incorporation:
5. How many years have you been engaged in the contracting business under your present firm name?
6. Have you ever failed to complete any work awarded to you? If so, where and why?
7. Have you ever defaulted on a contract? If so, please explain when and why?
8. Provide contact name and number for last five contracts for similar work.
9. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Peoria Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____ 20 _____

(Name of Bidder)

By: _____

Title: _____

State of _____ ss.

County of _____

_____ being duly sworn deposes and says that he
or she attests all foregoing questions and all statements therein are true and correct.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

My Commission Expires

(Bidder may submit additional information if desired).

BALANCE SHEET AS OF: _____

NAME OF FIRM: _____

CURRENT ASSETS:

Cash	_____
Joint Venture Accounts	_____
Accounts Receivable	_____
Notes Receivable	_____
Accrued Interest on Notes	_____
Deposits (Investments)	_____
Materials and Prepaid Expense	_____

Subtotal Current Assets _____

Fixed Assets (net) _____

Other Assets _____

TOTAL ASSETS _____

CURRENT LIABILITIES:

Accounts Payable	_____
Notes Payable	_____
Accrued Interest on Notes	_____
Provision for Income Taxes	_____
Advances Received from Owners	_____
Accrued Salaries	_____
Accrued Payroll Taxes	_____
Other	_____

TOTAL CURRENT LIABILITIES _____

OTHER LIABILITIES:

TOTAL OTHER LIABILITIES _____

CAPITAL:

Capital Stock:	_____
Authorized and Outstanding Shares,	_____
Par Value	_____
Earned Surplus	_____

TOTAL LIABILITIES AND CAPITAL..... _____

Income Statement

Company Name:

All numbers in \$000

Period ending date

Revenue	Current Month		Year to Date	
	Amount	% of Sales	Amount	% of Sales
Gross sales				
<i>Less sales returns and allowances</i>				
Net Sales				
Cost of Sales	Current Month		Year To Date	
	Amount	% of Sales	Amount	% of Sales
Beginning inventory				
<i>Plus goods purchased/manufactured</i>				
Total goods available				
<i>Less ending inventory</i>				
Total Cost of goods sold				
Gross Profit (loss)				
Cost of Sales	Current Month		Year To Date	
	Amount	% of Sales	Amount	% of Sales
Selling				
Salaries and wages				
Commissions				
Advertising				
Depreciation				
Total selling expenses				
General/Administrative				
Salaries and wages				
Employee benefits				
Payroll taxes				
Insurance				
Rent				
Utilities				
Depreciation and amortization				
Office supplies				
Travel and entertainment				
Postage				
Equipment maintenance and rental				
Interest				
Furniture and equipment				
Total General/Administrative expenses				
Total operating expenses				
Net income before taxes				
Taxes on income				
Net income after taxes				
Extraordinary gain or loss				
Income tax on extraordinary gain				
Net Income (Loss)				

Must be submitted with bid.

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

(Name) _____ BEING FIRST DULY

SWORN, THAT HE/SHE IS THE (*see below) _____

MAKING THE FORESEEING 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 ANY OTHER BIDDER, OR 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 PEORIA HOUSING AUTHORITY OR ANY PERSON INTERESTED IN THE PROPOSED CONTRACT, AND THAT ALL STATEMENTS IN SAID PROPOSAL OF BID ARE TRUE.

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

*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 _____ 20____.

NOTARY SIGNATURE: _____

MY COMMISSION EXPIRES: _____ 20____.

PERFORMANCE BOND FORM

PROJECT: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

and Principal, and _____

a corporation of the State of Illinois, as Surety, are held and firmly bound unto **PEORIA HOUSING AUTHORITY**, as Obligee, in the amount of _____

_____ **DOLLARS** (\$ _____)

for the payment thereof Principal and Surety bonds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has, by written agreement dated _____ 20____, entered into a contract with Obligee for _____

in accordance with Contract Documents prepared by the **PEORIA HOUSING AUTHORITY**, which Contract is, by reference, made a part hereof and is hereinafter referred to as the "Contract."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and faithfully perform the Contract and all modifications thereof, and during the life of any guaranty required under the Contract, and if Principal shall fully secure and protect the Obligee from all liability in the premises and from all loss or expense of any kind, including all court costs and attorneys' fees made necessary or arising from the failure, refusal or neglect of Principal to comply with all obligations assumed by Principal in connection with the performance of the Contract and all modifications thereof, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

Surety hereby waives notice of modifications of the Contract, including extension of time for the performance thereof.

Whenever Principal shall be and is declared by Obligee to be in fault under the Contract, Obligee having performed Obligee's obligation thereunder, Surety shall, within ten (10) days after notice of such default, take over and complete the Contract and become entitled to payment of the balance of any monies due or to become due to such defaulted Principal.

No right of actions shall accrue on this Bond to or for the use of any person of corporation other than the Obligee named herein.

Signed and sealed this _____ day of _____ 20 _____

ATTEST:

Contractor

Secretary

By: _____
Title

Surety

(SEAL)

By: _____
Attorney-in-Fact

Sample

PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) _____

a (2) _____

organized under the laws of the State of Illinois, and regularly authorized to the business

in the State of (3) _____, as Surety, are

held and firmly bound unto **PEORIA HOUSING AUTHORITY** hereinafter called the OWNER, in

accordance with a Contract hereinafter referred to, in the penal sum of (5) _____

DOLLARS (\$_____), lawful money of the United States, will and truly be paid unto said

OWNER, for the payment of which we bind ourselves, our heirs, executors, administrators, successors

and assignees, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with the OWNER,

dated _____, 20____ for work designated as _____

located in _____, in conformity with Contract Documents

hereby referred to and made a part hereof, the same, to all intents and purposes, as if written at length

herein, in which Contract the said Principal has contracted to perform the Work specified in said

Contract in accordance with the terms thereof. Contractor Corporation, Partnership or Individual

(1) State in which project is located

(2) Surety

(3) 100 percent of the Contract

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising there under, and shall fully indemnify and save harmless the OWNER for all costs and damage which the OWNER might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which the OWNER may incur, making good any default by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the Prosecution of the WORK, whether by subcontractor or otherwise, and including all insurance premiums on said Work as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantees that the OWNER will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This Bond shall remain in effect for a period of one year from the date of final acceptance.

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his use and benefit.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge that right of any beneficiary hereinunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

(SEAL)

(1) _____

Attest:

By: _____

Title: _____

(SEAL)

Title: _____

Attest:

(2) _____

Attorney-in-Fact

(1) Contractor

(2) Surety

Certificate of Insurance

The Peoria Housing Authority requires all successful bidders to provide verification of insurance prior to beginning work. Any subcontractors must also provide verification to the General Contractor and the Owner prior to beginning work. All insurance shall be carried with companies that 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 shall not allow coverage to lapse and shall furnish evidence of coverage to the Contracting Officer.

The minimum amount required for the General Contractor shall be Comprehensive General Liability coverage of **\$1,000,000** per occurrence. The Automobile Liability Coverage shall cover owned, non-owned, and hired motor vehicles for a combined single limit for bodily injury of not less than **\$1,000,000** per occurrence.

Firms must also provide verification of **Workers Compensation and Employer's Liability** in minimum amounts required by state law.

All certificates of insurance shall provide that no coverage may be canceled or non-renewed by the insurance company without 30 days prior written notice to the Peoria Housing Authority.

The cancellation statement shall only read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

Insurance certificates shall also include the Peoria Housing Authority as an additionally named insured to the Contractor's Comprehensive General Liability and Automobile Liability coverage. Waivers of subrogation are not permissible.

Under description of operations/locations the certificate should reference the project where the work is taking place. The certificate holder will be the Peoria Housing Authority.

Proof of insurance is due prior to contract award.

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within **45** calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than **60** days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: _____

Title: _____

Date: _____

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

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 150.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ ~~1,000,000~~ **\$1,300,000** [Contracting Officer insert amount] per occurrence.

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

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

- (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.

SPECIAL CONDITIONS

SUPERVISION

The Contractor shall provide a full-time (working) Lead Personnel who shall be responsible for all phases of work performed under this Contract.

INSPECTION

The Peoria Housing Authority Senior Asset Manager & Modernization may appoint an inspector as he or she deems proper to inspect the work performed under this Contract for compliance with the Specifications. The Contractor shall furnish all reasonable assistance required by the Inspector for the proper inspection and examination of the work. The Contractor shall follow the directions and instructions of the Contract. Should the Contractor object the Senior Asset Manager & Modernization will be contacted for decision. The Inspector and other authorized representatives of the Peoria Housing Authority shall be free at all times to perform their duties and any attempted intimidation of an inspector by the Contractor or by any of his employees shall be sufficient reason, if the Peoria Housing Authority so decides, to terminate the Contract. Furthermore, such field inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the contract documents. Any work not so constructed shall be removed and made good by the Contractor at his own expense.

WORK SITE

Property damaged by the Contractor or Subcontractors will be repaired at the Contractor's expense.

SECURITY

The Contractor is responsible for the security of the project from the Notice to Proceed date through the Final Inspection date. The Contractor will be responsible for damages caused to the project during these dates.

SCHEDULE

In order to prevent disturbance to resident life and to coordinate work schedules, all on-site work shall be planned between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday unless other requested in advance. Alternative schedules must have prior approval by the Housing Authority. Bidders are encouraged to plan their schedule accordingly to deliver units in the fast turnaround possible.

ON-SITE STORAGE

If during the course of the contract the Contractor finds it necessary to place temporary storage trailers containing materials and/or equipment on Peoria Housing Authority's property, the Peoria Housing Authority will designate an on-site area. However, Peoria Housing Authority assumes no responsibility for such stored material, equipment, buildings or trailers.

RIGHTS OF ENTRY

The right to enter on any site of construction or material storage area is reserved by the Peoria Housing Authority and all Government Agencies involved in any way with the project. Furthermore, the Peoria Housing Authority for such entry right need not give advance notice.

LENGTH OF CONTRACT

Bidder hereby agrees to commence work under the Contract on the date to be specified in the Notice to Proceed and to achieve substantial completion of the project within **forty-five (45) consecutive calendar days**.

EPA REQUIREMENT

EPA and state, tribal, and territorial agencies have several regulations in place to protect the public from lead exposure. PHA wants to ensure that you understand your responsibilities, particularly your responsibilities under the lead-based paint (LBP) Renovation, Repair and Painting (RRP) rule. Please note that the RRP rule and HUD's Lead-Safe Housing Rule (LSHR) frequently affect the same jobs and facilities, and complement each other; you are required to be in full compliance with both regulations. A summary of requirement of each, including where the requirements are unique to each regulation, may be found at: <https://www.epa.gov/sites/porduction/files/documents/rrp-hud-req-oct11.pdf>.

CONTRACT MODIFICATION(S) known as CM from this point forward

Contractor will not complete work outside of the scope or work without discussing the concern with the Construction Inspector. The Construction Inspector will contact the Contract Administrator for approval. If the **Contract Administrator** agrees to the CM the contractor may proceed with the work. It is responsible of the Contractor to provide a written CM request within **24-hours**. The CM must include a breakdown of material, trade classification, estimated time, hourly rate, and over head and profit. This is to be in compliance with the General Conditions HUD-5370. CM will only be paid if work was approved and the CM paperwork received within 24-hours. If work is performed without verbal approval from the Contract Administrator the Contractor will not be paid for the work.

LIQUIDATION DAMAGES

Unless PHA has agreed to extend the contract due to unforeseen circumstances, bidders will be charged liquidation damages in the amount of **\$150.00** for each consecutive calendar day (per unit per day when applicable) until substantial completion of the project is achieved.

COMPETENCE OF WORKERS

Every worker on any part of this Contract shall be competent to perform the task to which he is assigned. A Foreman or Lead Personnel that is capable of directing the work shall do supervision for each crew. Conditions, which require the constant presence of a Peoria Housing Authority Inspector to assure the quality of the work, will not be tolerated. Any worker who does not produce quality workmanship through lack of cooperation of incompetence shall be removed from the job. The judge of quality of workmanship shall be the Peoria Housing Authority representative.

GENERAL CONTRACTOR (GC) RESPONSIBILITY

The GC is responsible for all Sub-Contractor(s) work as it relates to the scope of work. If the Sub-Contractor damages anything in or on the PHA property where work is taking place it is the GC's responsibility to ensure that the property damage is repaired at no additional cost to the PHA.

General Decision Number: IL190003 04/12/2019 IL3

Superseded General Decision Number: IL20180003

State: Illinois

Construction Types: Building and Residential

Counties: Peoria and Tazewell Counties in Illinois.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	01/11/2019
2	03/01/2019
3	04/12/2019

BOIL0060-002 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 39.50	20.74

BRIL0006-006 06/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 33.43	21.09

BRIL0006-013 06/01/2017

PEORIA AND TAZEWELL COUNTIES

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 32.87	21.09

BRIL0006-014 06/01/2016		

PEORIA AND TAZEWELL COUNTIES

	Rates	Fringes
Base Machine Men (Base Machine Operator).....	\$ 30.88	20.72

CARP0237-011 05/01/2017		

PEORIA and TAZEWELL COUNTIES

	Rates	Fringes
CARPENTER (Building)		
Journeyman.....	\$ 32.01	26.09
Piledriverman.....	\$ 33.01	26.09
CARPENTER (Residential).....	\$ 28.81	26.09

CARP1051-002 05/01/2017		

	Rates	Fringes
MILLWRIGHT.....	\$ 31.74	26.71

ELEC0034-004 03/01/2019		

	Rates	Fringes
ELECTRICIAN (Building).....	\$ 37.51	21.67
ELECTRICIAN (Residential).....	\$ 22.78	15.33

ELEV0055-002 01/01/2019		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.21	33.705+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day & Christmas Day

* ENGI0649-003 04/01/2019

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.74	34.50
Group 2.....	\$ 37.71	34.50
Group 3.....	\$ 32.70	34.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Overhead Cranes; Gradall; All Rough Terrain Hydraulic Cranes (Cherry Pickers) 91,000 lbs gross vehicle weight and over require an oiler; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (Single Drum, Dual Drum, Tri-batchers); Blacktop Plant Operators and Plant Engineers; 3-Drum Hoist; Derricks; Hydro Cranes (non-lattice boom truck cranes having three (3) axles or less shall not require an oiler, a dolly shall count as an axle); Shovels; Skimmer Scoops; Koehring Scooper; Draglines; Backhoe; Derrick Boats; 360" Swing Excavators; Locomotive Cranes; Dredge (all types); Guard Rail Machines (machines that cannot be moved forward from the post pounder seat requires an oiler); Motor Patrol; Power Blades-Dumore-Elevating and Similar Types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-Type Back-Filler; Drott Yumbo and Similar Types Considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Tunnel Boring Machine (shall require an oiler); Carts/haul units for a boring machine; Helicopter; Tournapulls - All and Similar Types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and Similar Types; Side Booms; Multiple Unit Earth Movers: .75 cents per hr., for each Scoop over one (1); Creter Crane; Trench Machine; Pumpcrete-Belt Crete- Squeeze Cretes-Screw-Type Pumps and Gypsum, Bulker & Pump- Operator will clean; Formless Finishing Machine; Flaherty Spreader or Similar Types; Screee Man on Laydown Machine; Wheel Tractors (Industrial or Farm-Type w/Dozer-Hoe-Endloader or other attachments); FWD & Similar Types; Vermeer Concrete Saw; Self Propelled Concrete Saw; Material Crusher; Screening Plants; Laser Screed; Span Saw; Lull & Similar Types; Off Road Trucks, Articulating End Dump Vehicles & Similar Types; Concrete & All Recycling Machines

GROUP 2 - Dinkeys; Power Launches; PH One-Pass Soil-Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and Similar Types; Gurries and Similar Types; 1 and 2 Drum Hoists (Buck Hoists and similar types); Chicago Boom; Horizontal Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track- Type) without Power Unit Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Cement Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders;

Vibro Tamper (all similar types) Self- Propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bags; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck-Type Oilers with CDL; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers with CDL; Oil Distributor; Truck-Mounted Saws; All Elevator, permanently installed used for hoisting or lowering building material; Construction Elevator temporarily installed

GROUP 3 - Air Compressor; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Water Pump(s); Light Plants; Generators; Welding Machines; Power Subgrader; Straight Tractor; Trac Air without attachments; Roller: five (5) ton and under on earth or gravel; Form Grader; Crawler Crane, Skid Rig Oilers & Oilers with CDL; Conveyor (1) or (2); Mixer (3) Bag and under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant; Stud Welder

IRON0112-003 05/01/2018

PEORIA and TAZEWELL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.41	28.07

LABO0165-001 05/01/2018

PEORIA and TAZEWELL (Northwest) COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.92	28.63
Group 2.....	\$ 26.32	28.63
Group 3.....	\$ 26.92	28.63

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer - Air Tamper; Bricklayer Tender; Hazardous Waste Worker (Levels C & D); Carpenter Tender; Cement Mason and Sack Shakers; Cement Mason Tender; Chain Saw; Compact Rammer Type; Concrete Form Dismantler; Concrete Form Dismantler in Composite Crew/Carpenter; Concrete Saw; Curing Concrete; Drill Operator, Jackhammer (Open); High Pressure Hose; Paving Breaker; Plaster Tender; Power Wheelbarrows or Buggies; Setting up and using Laser Beam Equipment; Signaling and Spotting of Buckets on Rig or Rig Men; Stone, Tile and Derrick Men; Tool Crib Men; Watchmen; Window Washers; Wrecking, Dismantling old buildings; Wall Men and Housemover

GROUP 2 - Skilled Laborer - Concrete Specialist; Cutting and Acetylene Torch; Gunnite Nozzlemen; Gunnite Pump Men and Pots; Kettlemen and Carriers of men handling hot stuff; Sandblast Nozzle Men; Sandblast Nozzle Men and Pots; Setting up and using Concrete Burning Bars; Wood Block

Setters; Underpinning and Shoring of existing buildings;
Unloading and Handling of all Material Coated with Creosote

GROUP 3 - Asbestos Abatement Worker (removal/encapsulation);
Lead Base Paint Abatement Worker (removal/encapsulation);
Hazardous Waste Worker (Level A & B)

LABO0231-001 06/21/2017

TAZEWELL COUNTY (Southeast)

	Rates	Fringes
LABORER.....	\$ 28.00	24.37
Residential.....	\$ 22.40	24.37

PAIN0157-001 07/01/2018

FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWELL AND
WOODFORD COUNTIES

	Rates	Fringes
PAINTER		
Brush, Spray, Pressure		
Roller, Sandblasting,		
Bridges, & New Structural		
Steel Work.....	\$ 36.85	21.80

PAIN0157-010 05/01/2018

PEORIA AND TAZWELL COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 35.37	21.40

PLAS0018-014 05/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.52	25.22
PLASTERER.....	\$ 29.41	26.01

PLUM0063-001 05/01/2018

	Rates	Fringes
PLUMBER.....	\$ 36.12	23.21

PLUM0353-001 05/01/2018

	Rates	Fringes
PIPEFITTER.....	\$ 39.50	21.19

ROOF0069-001 03/01/2018

	Rates	Fringes
ROOFER.....	\$ 31.50	19.00

SHEE0001-002 05/01/2018		

	Rates	Fringes
Sheet Metal Worker		
Building.....	\$ 33.47	28.31
Residential.....	\$ 25.00	28.31

TEAM0627-001 05/01/2016		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.15	18.30
GROUP 2.....	\$ 36.67	18.30
GROUP 3.....	\$ 36.91	18.30
GROUP 4.....	\$ 37.25	18.30
GROUP 5.....	\$ 38.23	18.30

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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

=====

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

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

This form must be submitted with Bid.

CONTRACTOR'S AFFIDAVIT

I, _____ as _____ of _____ do
(name) (title) (company)

hereby state that _____ is not disbarred from doing federal work:
(company)

I further state that we will make all efforts to check and make sure that any subcontractor(s) we employ is not/are not disbarred from working on any Federal projects.

I further understand that if this information is untrue, then, if we are the lowest bidder, will be grounds for not awarding contract to us.

Signature: _____

Name: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Signature: _____

My Commission Expires: _____

Contracting and Employment Goals

SECTION 3

Hiring Goals

In accordance with Section 3 of the U.S. Department of Housing and Urban Development Act of 1968, the contractor and all subcontractors shall comply with Section 3 hiring goals to the maximum extent feasible. **Thirty percent (30%)** of the aggregate number of new hires and new hire trainees by all contractors and subcontractors will be qualified Section 3 residents with the following order of priority recognized:

- Residents of the development where the work is taking place;
- Residents of other public housing developments managed by PHA;
- HUD YouthBuild participants, if applicable; and
- Other low-income Peoria County residents.

A Section 3 resident is one of the following:

- A public housing resident; or
- An individual who resides in the service area (Peoria County) and whose income does not exceed 80% of the area median income as established by HUD.

FAMILY SIZE	INCOME
1	\$42,700
2	\$48,800
3	\$54,900
4	\$60,950
5	\$65,850
6	\$70,750
7	\$75,600
8	\$80,500
Guidelines as of	April 2018

<http://www.huduser.org>

Detailed estimates of workforce needs' and Section 3 participation will be required prior to contract execution. Contractors will be required to complete all certifications and acknowledgments of Section 3 contracting and employment provisions (Section 3 Assurance and the Section 3 Clause) and to submit signed forms with the bid. Failure to submit these forms may be grounds for considering the bid non-responsive. The contractor is further responsible for ensuring that all of its subcontracts include the Section 3 clause and for ensuring that all subcontractors comply with Section 3 guidelines.

The numerical goals established represent minimum numerical targets, and all prospective contractors shall be advised to seek Section 3 participation to the "greatest extent feasible". Contractors and subcontractors are not expected to terminate existing employees to meet Section 3 requirements nor are they required to continue to employ those Section 3 residents who do not perform satisfactorily. Section 3 applies specifically to new hires and new hire trainees. Contractors and subcontractors are expected to hire Section 3 qualifying residents and/or apprentices before any other persons when hiring is necessary to complete proposed work. Contractors and subcontractors will be required to report all new hires to the Contract Administrator.

Contracting and Employment Goals

Any contractor who does not demonstrate good faith effort in meeting the numerical goals set forth must be prepared to explain why and to document their effort. The Contract Administrator will review the reasons, identify the problems, make recommendations for and require an agreed upon plan of action for achieving a good faith effort.

The Housing Authority can assist Contractors with advertising new hire opportunities. Contractors and subcontractors are responsible for ensuring that these individuals meet applicable requirements. The Housing Authority no longer requires a formal certification form to be complete. However, in the event that a complaint is filed, the Housing Authority will investigate to confirm that the individual is qualified for that preference in hiring.

Contracting Goals

Ten percent (10%) of the total dollar amount of all contracts and subcontracts for building trades work and at least three percent (3%) of the total dollar amount of all other contracts and/or subcontracts related to this specific project will be awarded to qualified Section 3 Business Concerns to the maximum extent feasible. Contractors are required to submit a Subcontractor Participation Schedule with their bid. Failure to include this form in the bid may be grounds for considering the bid non-responsive.

The Peoria Housing Authority, in accordance with Section 3 regulations, requires the general contractor, contractors, and subcontractors (including professional service contracts) to use and document good faith efforts to award contracts to Section 3 business concerns in the following order of priority and to the greatest extent feasible to achieve, at a minimum, the above-stated numerical goals:

- Category 1: Business concerns that are 51% or more owned and operated by residents of the development where the work is taking place, or whose full-time, permanent workforce includes 30% of these residents as employees.
- Category 2: Business concerns that are 51% or more owned and operated by residents of other developments of the housing authority, or whose full-time, permanent workforce includes 30% of these residents as employees.
- Category 3: Business concerns that are designated HUD Youthbuild programs being carried out in the metropolitan area.
- Category 4: Business concerns that are 51% or more owned and operated by a Section 3 resident (s), or whose full-time, permanent workforce includes no less than 30% of Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors will employ individuals and contract with firms that are qualified to perform the work specified. Individuals and firms will be deemed qualified if they have, or can reasonably obtain, the necessary experience, organization, technical qualifications, skills, facilities, insurance, bonding and/or

Contracting and Employment Goals

licenses to perform work or supply goods or services as proposed, and do not have an unsatisfactory record of integrity, judgment, or performance including past compliance with Section 3 guidelines.

Contractors are responsible for ensuring that subcontractors are currently registered or become registered prior to contract execution with the Peoria Housing Authority through the ePrismSoft software program. Registration instructions follow.

Register Your Business Online:

https://ha.economicengine.com/requests.html?company_id=1628

The Peoria Housing Authority, Illinois continues to work diligently towards improving minority and Section 3 business participation in contracting and procurement opportunities. As a result, we are partnering with Internet Marketplace / eProcurement. The eProcurement enables timely delivery of contracting opportunities to minority, Section 3 businesses and general contractors with tracking and reporting capabilities.

Take this opportunity to identify your business participation.

The *eProcurement* is *secured* and has your business registration data. We want you to verify and update this information to ensure that we are sending the right business opportunities to the right business and contact person.

These are the steps you need to take to register your business online:

Internet Marketplace = eProcurement

Dear Contractors and Supplier, please follow the instructions to register your company to be able to receive our bid notifications via email in the future. We are starting this process to save monies associated with phone, fax, and mailing costs of bids, along with helping to document communication between our buyers and you as a supplier. This also ensure PHA with better tracking and reporting capabilities

DIRECTIONS TO ACCESS INTERNET MARKETPLACE

1. https://ha.economicengine.com/requests.html?company_id=1628
3. Click on "Register Your Company"
4. Enter your company name and click on "Search Companies"
5. If no company was found, click on "Click here to create a new one". (If your company was found, follow instructions to sign up as a salesperson for your company. You will submit and once the contact person that had signed up previously for your company verifies your information, you will then be emailed a password.)
6. Fill out all required fields with information about your company on the first page, check off all commodity/service codes on the next page. Once you receive a thank you for registering page, click on "Continue".
7. Click blue login button located in the upper left hand area.
8. Enter your email address and password to enter our marketplace. You will be prompted to check a site usage agreement before entering our Marketplace. Once you check this box and hit submit, you

Contracting and Employment Goals

will then be allowed to enter. THERE IS NO COST TO RECEIVE SOLICITATIONS FROM OUR AGENCY THROUGH THE HOUSING AGENCY MARKETPLACE.

9. If we come up when you enter our marketplace, click on the request and follow instructions. If you enter on any other page, click on Scan Solicitations by Agency on the left hand menu area, click on our link. From there you will be able view any live solicitations along with following directions to download documents and instructions on how to submit your response.
10. If you have any questions pertaining to our marketplace, call customer support at 1-866-526-9266, or email customer support at support@economicengine.com They are available from 9 a.m. Eastern to 4 p.m. Pacific (except Holidays).

Please complete the following information and return this page to our Contracts Office by fax. Failure to complete and return this form could be grounds to remove your firm from our bidder's list. We look forward to your timely reply.

Do you intend to follow the above detailed directions to access the internet site, register and follow the bid instructions provided online? YES ___ NO___. If "NO," please explain following as to why:

Blank of page left blank intentionally

Contracting and Employment Goals

SECTION 3 CLAUSE

- 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. 1701 u. (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 for minimum number of 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 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 3 (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).

Company Name

Authorizing Signature

Date

Contracting and Employment Goals

Section 3 Assurance Attachment A

Workforce Projection – Section 3

Job Category	Total Estimated Positions Needed for Project	Number of Positions Held by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Held by Section 3 Residents
<u>Supervisor</u>				
<u>Professional</u>				
<u>Technical</u>				
<u>Office/Clerical</u>				
<u>Other:</u>				
Identify Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				
Identify Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				
Identify Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				

If necessary, please feel free to make additional copies for other trade categories.

Company Name

Project Name

Authorizing Signature

Contracting and Employment Goals

SECTION 3 ASSURANCE

I. We the undersigned, _____, as official Representative of
(Representative Name)

_____ agree to comply with Section 3 requirements for the
(Contractor Name)

_____. It is understood that failure to comply may result in
(Project Name)

the following sanctions: cancellation, termination, or suspension in whole or in part of this contract.

II. 1. Number of positions needed for this project _____

Occupational Categories: (Provide Detail in Attachment A)

2. Number of positions that will be filled by your regular, permanent employees: _____

3. Number of positions projected to be filled by low-income area residents: _____

4. Number of subcontractors to be utilized for the project: _____

5. Of these subcontractors, number which are Section 3 subcontractors: _____

6. Number of businesses/suppliers to be utilized: _____

7. Of these, number which are Section 3 businesses: _____

8. Completed Subcontractor Participation Schedule Included: _____

Authorizing Signature: _____

Date: _____

Contracting and Employment Goals

Subcontractor Participation Schedule: Complete the schedule below for subcontractors most likely to be used on the project. List subcontractors in order of preference. Please note whether or not subcontractors are MBE/WBE/DBE/Section 3 Business Concerns (S3BC) as registered in ePrismSoft software (Human Capital Development, Gabe Jaja). Include the approximate percentage of total bid amount.

Subcontractor Name	Certification Status (If Applicable)			% of Total Bid
	MBE	WBE	S3BC	

% MBE of Total Bid _____

% WBE of Total Bid _____

% S3 BC of Total Bid _____

Authorizing Signature:_____

Date:_____

Contracting and Employment Goals

EQUAL EMPLOYMENT OPPORTUNITY **SMALL BUSINESS, MINORITY AND WOMEN'S ENTERPRISES** **AFFIRMATIVE ACTION PLAN** **STATEMENT OF POLICY**

It is the policy of this company, _____ to provide Equal Employment Opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive Orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and opportunities in employment. At present _____% of our workforce are minorities and _____% of our workforce are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Peoria Equal Opportunity Compliance Division for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in Peoria or counties of Peoria and Tazewell and to seek disadvantaged, minority, and women business enterprises as subcontractors in the same geographical area in which we usually seek subcontractors and suppliers.

If we cannot meet our contract goal using minority business enterprises and women business enterprises from our geographical area, we shall expand our search to a reasonable wider geographical area.

GOAL REQUIREMENTS:

The combined contract minority and women business enterprise goal is (20%).

_____ is the official who will be responsible for implementing the above policy statement.

Authorizing Signature

Company Name

Date

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

PRINT

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

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

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

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

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



**Contract Agreement
000-00-00-IFB**

THIS AGREEMENT made this _____ day of _____ the year **Two Thousand and Nineteen**, and between _____ by . hereinafter called the “Contractor” and the **Housing Authority**, hereinafter called the “Local Authority”. **Peoria**

WITNESSETH, that the Contractor and the Local Authority for the consideration stated herein mutually agrees as follows:

ARTICLE 1. The Contract Documents: The Contract consists of this Agreement, the Invitation for Bid and its attachments, all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto. These documents form the Contract, and all are as fully a part of the Contract as if attached to the Agreement or repeated herein. An enumeration of the Contract Document appears in Article 7.1.

ARTICLE 2. The Statement of Service: The Contractor shall furnish all labor, materials and equipment to perform and complete all work for “**Harrison Homes Unit Renovation**” pursuant to the scope of services described within the Invitation For Bid and its attachments.

ARTICLE 3. Project Representative: **The Modernization Department.**

ARTICLE 4. Time of Completion: This contract shall begin on the **13th day of January, 2018**, pursuant to terms in Article 5, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. The Contractor shall commence all work under the Contract on the date stipulated in the “Notice to Proceed” and shall complete said work within **forty-five (45) consecutive** calendar days thereafter.

ARTICLE 5. Contract Sum: The Local Housing Authority shall pay _____, directly for the performance of the work, subject to additions and deductions by PHA amendments as determined in its best interests. This is a fixed price contract for the sum of **Fourteen Thousand Seven Hundred and Sixty-Three Dollars (\$14,763.00).**

ARTICLE 6. Payments: Based upon applications for payment submitted to the Project Representative by the Contractor for materials incorporated in the work and certificates for payments issued by the Modernization Department, the Local Authority shall make payments to the Contractor as materials are satisfactorily delivered and within thirty (45) calendar days as long as the Contractor has provided appropriate documentation detailed within the Invitation to Bid.

ARTICLE 7. Miscellaneous Provisions:

7.1 The Contract Documents, which constitute the entire agreement between the Local Authority and the Contractor, are listed in Article 1 and, except for modifications and services issued after execution of this Agreement, are enumerated as follows:

- a. This Agreement.
- b. IFB Documents including Bid Form
- c. Representations & Certifications and Other Statements of Bidders (HUD-5369-A)
- d. Instructions to Bidders (HUD-5369)
- e. General Contract Conditions (HUD-5370)
- f. Statement of Bidder's Qualifications
- g. Non-Collusive Affidavit
- h. Certificate of Insurance
- i. Contractor Affidavit
- j. Section 3 Clause
- k. Section 3 Assurance
- l. Section 3 Subcontractor participation Schedule
- m. Section 3 EEO Statement
- n. Certificate of Payments to Influence Federal Transactions
- o. Disclosure of Lobbying Activities
- p. Davis Bacon Wage Decision per HUD regulations

7.2 Indemnity:

7.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Local Authority and their respective officers, directors, agents, consultants and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from or in connection with the performance of the Work provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act of omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable and such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself). The foregoing obligation shall not be construed to negate, abridge or to otherwise reduce any other right or obligation of indemnity or contribution, which would otherwise exist as to any party or person described in the Contract Documents. Nothing herein shall allow a party to be indemnified against its own negligence.

7.2.2 In claims against any person or entity indemnified under Subparagraph 7.2.1 by an employee of the Contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 7.2.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

7.3 Safety Precautions and Programs:

7.3.1 As between the Local Authority and the Contractor, the Contractor shall be solely responsible for the initiating, maintaining and supervising all safety precautions and programs and site security in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work, materials and equipment to be incorporated herein, including but not limited to, theft of or vandalism to materials delivered to and stored at the site to be used in or incorporated into the Work.

The Contractor shall give notices and comply with applicable laws, rules ordinances, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor or anyone employed directly or indirectly by the Contractor, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Subparagraph 7.3.1 except for damage or loss attributable to acts or omissions of the Local Authority or by anyone for whose acts the Local Authority may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Service Provider under paragraph 7.2.

7.4 Additional Insured:

The Contractor or anyone directly or indirectly employed by the Contractor, or by anyone whose acts they may be liable and for which the Contractor is responsible shall name the Peoria Housing Authority as additional insured on a primary, non-contributory basis on general and commercial liability (primary and umbrella) and automobile (primary and umbrella) insurance for any liability arising directly or indirectly from the work undertaken pursuant to this agreement. The Certificate of Insurance must be provided in accordance with the IFB documents.

7.5 Submittals:

The Contractor or anyone directly or indirectly employed by the Contractor, or by anyone whose acts they may be liable and for which the Contractor is responsible must submit the following prior to the start of any work:

1. Authorization on company letterhead for signature other than an officer on payroll report (if applicable);
2. Certificate of Liability Insurance (Workers Compensation, Commercial, General Liability, Auto Liability);

OWNER: Peoria Housing Authority

CONTRACTOR: John Doe Construction

(Seal)

(Seal)

BY: _____

BY: _____

TITLE: Chief Executive Officer

TITLE: _____
(Service Provider)

DATE: _____

DATE: _____

BUSINESS ADDRESS:

BUSINESS ADDRESS

100 S. Richard Pryor Place

1001 Business Lane

Peoria, IL. 61605

Whoville, IL. 00000

ATTEST:

ATTEST:

BY: _____

BY: _____

TITLE: Chief Financial Officer

TITLE: _____

DATE: _____

DATE: _____

Internet Marketplace = eProcurement

Dear Contractors and Supplier, please follow the instructions to register your company to be able to receive our bid notifications via email in the future. We are starting this process to save monies associated with phone, fax, and mailing costs of bids, along with helping to document communication between our buyers and you as a supplier. This also ensure PHA with better tracking and reporting capabilities

DIRECTIONS TO ACCESS INTERNET MARKETPLACE

1. https://ha.economicengine.com/requests.html?company_id=1628
3. Click on "Register Your Company"
4. Enter your company name and click on "Search Companies"
5. If no company was found, click on "Click here to create a new one". (If your company was found, follow instructions to sign up as a salesperson for your company. You will submit and once the contact person that had signed up previously for your company verifies your information, you will then be emailed a password.)
6. Fill out all required fields with information about your company on the first page, check off all commodity/service codes on the next page. Once you receive a thank you for registering page, click on "Continue".
7. Click blue login button located in the upper left hand area.
8. Enter your email address and password to enter our marketplace. You will be prompted to check a site usage agreement before entering our Marketplace. Once you check this box and hit submit, you will then be allowed to enter. THERE IS NO COST TO RECEIVE SOLICITATIONS FROM OUR AGENCY THROUGH THE HOUSING AGENCY MARKETPLACE.
9. If we come up when you enter our marketplace, click on the request and follow instructions. If you enter on any other page, click on Scan Solicitations by Agency on the left hand menu area, click on our link. From there you will be able view any live solicitations along with following directions to download documents and instructions on how to submit your response.
10. If you have any questions pertaining to our marketplace, call customer support at 1-866-526-9266, or email customer support at support@economicengine.com They are available from 9AM Eastern to 4PM Pacific (except Holidays).

Please complete the following information and return this page to our Contracts Office by fax. Failure to complete and return this form could be grounds to remove your firm from our bidder's list. We look forward to your timely reply.

Do you intend to follow the above detailed directions to access the internet site, register and follow the bid instructions provided online? YES ___ NO___. If "NO," please explain following as to why:

ACQUISITION CENTRAL

www.acquisition.gov



Acquisition Systems

Acquisition Workforce

For Buyers

For Citizens

For Sellers

Frequently Asked Questions

Policy & Regulations

Federal Acquisition Regulation (FAR)
General Services Acquisition Manual (GSAM)
Office of Federal Procurement Policy (OFPP)
AbilityOne
Code of Federal Regulations
Agency Supplemental Regulations
Federal Register
Regulations.gov
Acquisition Center Excellence (ACE) for Services
Civilian Agency Acquisition Council (CMC)
Rental Management Service (FMS) Treasury Offset Program
NAICS (North American Industry Classification System)
Product Service Code Manual
VETSIZ.gov

System for Award Management (SAM)

The System for Award Management (SAM) is online. SAM replaces CCR, FedReg, ORCA, and EPLS. If you have been using those systems, you should now go to www.sam.gov to find your information. Training tools are available on the SAM website to help you get familiar with SAM. Start by downloading www.sem.gov, and then click on the SAM Help tab. Under User Help you will find the Master Guide, 111 Steps, as well as Quick Start Guides and Helpful Hints that will help you achieve your goals, migrate your files, perform updates, and search for the information you need. You can also view those guides here on Acquisition.gov.



PLEASE NOTE: SAM is completely free of charge for both registrants and users.

If you had an active record in CCR, you have an active record in SAM. Unless a change in your business circumstances requires a change in order for you to be paid, you do not need to update your information. On October 15, 2011, SAM will end its registration period. You can see the registration files for the period from 10/15/11 to 10/15/12 on www.sam.gov and typing the DUNS number or business name into the search box.

Other Information

Emergency Contacting Information
Federal Agency Procurement
Forecasts
Pre Solicitation Notices

Major Initiatives

Federal Sentee Desk (FSO)
7 Steps to Performance Based
Services Acquisition Guide
System for Award Management (SAM) Overview Briefing
USASpending

Federal Financial Assistance Information

Catalog of Federal Domestic
Assistance (CFDA)

Helpful Hints

Public Users

Public Search - Identifying Excluded Entities

Government Users

Identifying Excluded Entities

Identifying Entities Registered for Contracts

Identifying Entities Registered for Grants

Guidance for Small Business Information

Quick Start Guides

Registering for Contracts - What you need to do to become eligible for government contracts

Registering for Grants and Federal Assistance - What you need to do to become eligible for grants and federal assistance

Exclusions - Changes from EPLS to SAM

Federal Administration - Managing your users in SAM

Following Roles - Moving your role(s) from EPLS and CCR to SAM

For Federal Administrators - Managing your user 21:15 to your email

Federal Employees - Navigating through SAM 111:15 a government user

Search- Using the search functionality in SAM

Help number.. 1-866-606-8220.....

Exclusion Records

What changes me from EPTs to SAM?

How do I search for exclusion records in SAM?

How do I search for exclusion records in SAM using multiple names?

How do I search for exclusion records in SAM using SSNs or TINs?

How do I use the SAM Exclusion Elderly?

User Guide

Sam User Guide

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GSA(E.GOV)FAIDAUjCAOC

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 **SUMMARY**

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.

1.2 **PROJECT INFORMATION**

A. Project Identification: Harrison Homes Mold Remediation

1. Project Location: 2613 S. Montana # 55 and 2707 W Trewyn # 204 Peoria, IL 61605

B. Owner: Peoria Housing Authority, 100 S. Richard Pryor Place, Peoria, IL 61605

1. Owner's Representative: Pamela Pesha-Ahten, (309) 676-8736 Ext. 14024. Email: ppesha-ahten@pha.peoria.il.us

1.3 **SCOPE OF WORK**

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removal of kitchen cabinets & counter tops.
2. Removal of peeling and damaged plaster.
3. Furring of exterior walls.
4. Replacement of window stool.
5. Replacement of 4" vinyl base.
6. Replacement of all outlet, switch, GFI plates (ivory).
7. Replacement of plumbing products

8. Removal and re-installation of surface mounted raceway, boxes, receptacles, and switches. Reconnection of previously demolished surface mounted raceway, boxes, receptacles, and switches.
9. Stripping and waxing of flooring,
10. Removal of light fixture between ceiling beams in kitchen and replace with 10" drum fixture.
11. Prepping, painting and cleaning throughout entire unit.
12. Removal and replace of interior doors.

1.4 ACCESS TO SITE

- A. **General:** Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. **Use of Site:** Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations to both stair halls
- C. **Condition of Existing Building:** Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. **Condition of Existing Grounds:** Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. **Full Owner Occupancy:** Owner will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

- A. **Work Restrictions, General:** Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. **On-Site Work Hours:** Limit work in the existing building to normal business working hours of 8:00 a.m. to 0 p.m., Monday through Friday, unless otherwise indicated.
 - 1. **Early Morning Hours:** If approved by the housing authority.
- C. **Restricted Substances:** Use of tobacco or tobacco products and other controlled substances within the _____ is not permitted.
- D. **Employee Identification:** Provide identification tags or clothing for Contractor personnel working on Project site. Require personnel to use identification tags at all times or wear clothing with the contractor name or logo.

1.7 **QUALITY ASSURANCE**

- A. In the installation of this Work the Contractor shall comply with the laws, ordinances and rules of the City of Peoria and the State of Illinois.
- B. All equipment and materials shall be new and shall be installed and complete in a conscientious manner. The OWNER shall have the authority to reject any item, which, in his opinion, does not present an orderly and reasonably neat appearance, provided that such item can be properly installed in such an orderly way by usual methods,
- C. The specifications are intended to include all details of a complete installation for the purpose specified; however, the Contractor shall be responsible for all details, which may be necessary to properly install, adjust, and place in operation the complete installation. the Contractor shall assume full responsibility for additional cost, which may result from unauthorized deviations from Specifications.

1.8 **USE OF PREMISES**

- A. The Contractor shall rigidly enforce the following vehicle use rules:
 - 1. Keep all vehicles, mechanized, or motorized equipment locked at all times, when parked or unattended on the Owner's premises.
 - 2. Contractor will protect existing PHA roadways and properties from damage from heavy equipment or trucking
 - 3. No vehicles shall be driven on the ground. Contractor will be responsible for damage that occurs if vehicle are driven on the ground by GC or Sub-Contractor(s).

2613 S. Montana Unit 55

Scope of Work

General Scope & Information:

Prep (patch) all walls, floors, hand rails, window & door frames, etc. for painting
Skim coat where needed
Prime & painter – Sherwin Williams = Antique White Latex Semi-Gloss DS1625 Pro-200 &
Primer - Problock B21W20
Ensure doors stops are at each door (interior & exterior doors)
Remove and replace all outlet, switch, cable, and GFI covers – ivory
Remove old land line conduit/wires and/or cap off
Ensure all windows are present and are in proper working condition
Ensure all screen are present for each window and there are no cuts, holes, etc. in screening material
Install bulbs throughout the unit
Replace all smoke alarms throughout unit matching existing
Remove all debris from PHA site
Remove washer hook up under kitchen sink
Remove stickers from walls and/or ceilings
Install new magnetic weather strip on entry doors
Window panes in poor shape will be replaced or have a metal sleeve placed over them

Where products are identified: or approved equal applies

Kitchen:

Remove old Refrigerator & Stove. Following all applicable state and local laws.
Remove upper and lower cabinets
Remove light fixture
Remove washer hook up under sink and cap off
Remove counter top, back drop and 6" ledge
Remove rangehood
Remove 4" vinyl base
Remove 2-bowl stainless steel sink, faucet and misc. plumbing

Replace gas four burner stove # 1160351 - 30" electronic ignition, white, without oven window
Replace upper and lower cabinets = gunstock 484 series
Replace with 10" round drum style fixture with LED bulbs energy star # 760195 flush mount
Replace laminate countertops & back drop & 6" ledge = # 3526-58 Travertine
Replace Refrigerator# 852884 - 18 c.f. energy star rated with wire racks, 2 drawer bins
Replace rangehood - Broan = 466268 24" or 466270 30", white ductless
Replace 4" vinyl base = Johnsonite 4" x 48" x 1/8" black (30 piece per box)
Replace 2-bowl stainless steel sink & Misc. plumbing – 2-SS braided supply lines 20", P-trap, double sink outlet waste, sink strainers, angle stops, etc.

Replace faucet two knob w/o sprayer - Delta = # 2102 - 8" center long spout ½" IPS shank
Replace one window screen
Repair one window screen

Utility Closet:

Ensure electrical box door closes properly
Scrape, prep and paint floor - Sherwin Williams Bronzetone Enamel Pro 200 B54T2404 – 6401-18709
Ensure there is a pull chain on the ceiling light fixture

Living Room:

Remove 4" vinyl base
Remove curtain bracket from window

Repair holes in plaster walls
Repair wall below and around window
Repair window screen

Closet:

Scrape, prep and paint floor - Sherwin Williams Bronzetone Enamel Pro 200 B54T2404 – 6401-18709
Paint walls, rod and shelf in closet – Antique White

Storm & Entry Doors:

Replace closures
Ensure proper operation of storm doors
Prep and paint entry doors
Replace magnetic weather strip around entry doors

Stairwell & Landing:

Prep and paint walls, stairs, handrail, closet shelving on landing, door frames,

Bedroom Front # 1:

Remove interior 30" door
Remove existing light fixture

Replace light fixture = Seasons 1-Light wall scone w/turn switch Satin Nickel Frosted Glass # 320318
Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)
Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)
Replace door knob = 2218740 kwikset cove venetian bronze passage knob
Replace one window screen

Bedroom Front # 2:

Remove interior 30" door

Remove existing light fixture

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318

Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)

Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)

Replace door knob = 2218740 Kwikset cove venetian bronze passage knob

Replace 4" pipe insulation

Repair two window screens

Repair window wall approximately 12' area

Bedroom Front # 3:

Remove interior 30" door

Remove existing light fixture

Remove paint from existing 4" vinyl base

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318

Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)

Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)

Replace door knob = 2218740 Kwikset cove venetian bronze passage knob

Replace window screen

Bathroom:

Remove interior 24" door

Remove toilet

Remove tub and surround and all plumbing fixtures

Replace interior 24" door 5-panel # 4100654 Master Craft

Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)

Replace door knob = 97300-700 Kwikset Juno Venetian bronze privacy knob

Replace pipe insulation

Replace 18" towel bar – Seton chrome wall mount single # 39776

Replace toilet tissue roller (only)

Replace angle stops and ss braided supply links (2) on sink

Replace p-trap to sink

Replace tub, surround and all plumbing fixtures - Delta T13420 1-handle tub & shower w/trim kit

Encase window seal base

Replace toilet - Gerber = 1.28 GPF with 28990 tank & 21952 Bowl Round

Toilet Seat = Bemis 500EC-000 White regular w/lock hinge

Replace ss braided supply line and angle stop

2707 W. Trewyn Unit 204

Scope of Work

General Scope & Information:

Prep (patch) all walls, floors, hand rails, window & door frames, etc. for painting
Skim coat where needed
Prime & painter – Sherwin Williams = Antique White Latex Semi-Gloss DS1625 Pro-200 &
Primer - Problock B21W20
Ensure doors stops are at each door (interior & exterior doors)
Remove and replace all outlet, switch, cable, and GFI covers – ivory
Remove old land line wires and cap off
Ensure all windows exist and are in proper working condition
Ensure all screen exist for each window and there are no cuts, holes, etc. in screening material
Install bulbs throughout the unit
Replace all smoke alarms throughout unit matching existing
Remove all debris from PHA site
Remove washer hook up under kitchen sink
Install 4" vinyl base throughout unit – black
Remove stickers from walls and/or ceilings
All new interior doors to be painted Bronzitone Sherwin Williams
Install new magnetic weather strip on entry doors
Window panes in poor shape will be replaced or have a metal sleeve placed over them

Where products are identified: or approved equal applies

Kitchen:

Remove old Stove
Remove upper and lower cabinets
Remove light fixture
Remove washer hook up under sink and cap off
Remove counter top, back drop and 6" ledge
Remove rangehood
Remove 2-bowl stainless steel sink, faucet and misc. plumbing

Replace gas four burner stove # 1160351 - 30" electronic ignition, white, without oven window
Replace upper and lower cabinets = gunstock 484 series
Replace with 10" round drum style fixture with LED bulbs energy star # 760195 flush mount
Replace laminate countertops & back drop & 6" ledge = # 3526-58 Travertine
Replace rangehood - Broan = 466268 24" or 466270 30", white ductless
Replace 2-bowl stainless steel sink &
Misc. plumbing – 2-SS braided supply lines 20", p-trap, double sink outlet waste, sink strainers, angle stops, etc.

Replace faucet two knob w/o sprayer - Delta = # 2102 - 8" center long spout ½" IPS shank
Replace one window screen

Repair two window screen

Wall repair behind sink and stove area. Approximate size 5' x 3'

Utility Closet:

Ensure electrical box door closes properly

Scrape, prep and paint floor - Sherwin Williams Bronzetone Enamel Pro 200 B54T2404 – 6401-18709

Ensure there is a pull chain on the ceiling light fixture

Living Room:

Remove land phone line conduit and/or cap off

Remove existing curtain bracket

Remove conduit on window wall to make wall repairs

Replace one window screen

Replace conduit to repaired window wall

Repair window wall and wall to left

Remove replace with 4 x 1 wood (prime & painted) or enclose window pane with metal sleeve as noted above, window panes in poor shape will be replaced or have a metal sleeve placed over them

Closet:

Scrape, prep and paint floor - Sherwin Williams Bronzetone Enamel Pro 200 B54T2404 – 6401-18709

Paint rob and shelf in closet

Storm & Entry Doors:

Replace closures

Ensure proper operation of storm doors

Prep and paint entry doors

Replace magnetic weather strip around entry doors

Stairwell & Landing:

Prep, patch, and paint walls, stairs, handrail, closet shelving on landing, door frames

Bedroom Front # 1: (right)

Remove light fixture

Remove screws from walls

Remove 30" interior door

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318
Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)
Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)
Replace door knob = 2218740 Kwikset cove venetian bronze passage knob

Repair window wall approximate size 8' x 4'

Bedroom Back # 3: (right)

Remove door
Remove light fixture

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318
Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)
Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)
Replace door knob = 2218740 Kwikset cove venetian bronze passage knob

Bedroom Front # 2: (left)

Remove door
Remove light fixture

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318
Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)
Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)
Replace door knob = 2218740 Kwikset cove venetian bronze passage knob
Replace two screens

Repair window wall

Bedroom Back # 4 (left)

Remove door
Remove light fixture

Replace light fixture = Seasons 1-Light wall sconce w/turn switch Satin Nickel Frosted Glass # 320318
Replace door 30" wood 5- panel = Mastercraft 30" x 80" Primed (left # 4100659) (right # 4100652)
Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)
Replace door knob = 2218740 Kwikset cove venetian bronze passage knob

Repair window wall

Bathroom # 1: (right)

Remove toilet
Remove 24" door

Remove all caulk around tub and surround

Replace interior 24" door 5-panel # 4100654 Master Craft

Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)

Replace door knob = 97300-700 Kwikset Juno Venetian bronze privacy knob

Replace pipe insulation

Replace two 18" towel bar – Seton chrome wall mount single # 39776

Replace complete toilet tissue holder

Replace angle stops and ss braided supply links (2) on sink

Replace toilet - Gerber = 1.28 GPF with 28990 tank & 21952 Bowl Round

Replace toilet Seat = Bemis 500EC-000 White regular w/lock hinge

Replace ss braided supply line and angle stop to toilet

Replace shower faucet set – Delta T13420

Replace caulk in tub and surround

Repair wall below sink and behind toilet

Secure grab bar in shower

Bathroom # 2 (left).

Remove toilet

Remove 24" door

Remove all caulk around tub and surround

Replace interior 24" door 5-panel # 4100654 Master Craft

Replace door hardware = Grip Fast 3-1/2" oil rubbed bronze hinge (12-pkt)

Replace door knob = 97300-700 Kwikset Juno Venetian bronze privacy knob

Replace pipe insulation

Replace two 18" towel bar – Seton chrome wall mount single # 39776

Replace complete toilet tissue holder

Replace angle stops and ss braided supply links (2) on sink

Replace toilet - Gerber = 1.28 GPF with 28990 tank & 21952 Bowl Round

Replace toilet seat = Bemis 500EC-000 White regular w/lock hinge

Replace ss braided supply line and angle stop to toilet

Install approximately 4 sq. ft of tile under toilet – Armstrong 51904

Repair wall below sink and behind toilet

SECTION 01060
APPLICABLE CODES

1.1 LAWS, ORDINANCES AND STATUTES

- A. The Contractor, subcontractor, material dealer, and any other who provides labor, material, or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with the applicable provisions of all Federal, State, County, and Municipal Laws, ordinances, and statutes, including, but not in any way limited to, the following laws (in addition to those governing asbestos work):
1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956, 91 St. Congress, S.2193, December 29, 1970, including all amendments and bulletins.
 2. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.
 4. Illinois Department of Public Health, "Asbestos Abatement Act and Rules and Regulations", Title 77, Chapter I, Subchapter p, part 855.
 5. The above requirements are to be part of: (a) Contract Documents and (b) Contract between the Contractor and each Subcontractor, or material dealer as though fully written in each contract.

1.2 EMPLOYMENT OF LABOR

- A. The executed contract shall also have a provision for compliance with the President's Executive Order No. 11246 and amendments thereto; that the Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry or physical or mental disability.

1.3 PREVAILING WAGE RATE

- A. Applicable (Refer to Section 8.12). The current Prevailing Wage Determination is included in Section 8.12. Commercial rates and fringe benefits apply. The contractor is responsible for utilizing all modifications issued by the Department of Labor prior to bid due date. Modifications can be located at <http://www.wdol.gov/wdol/scafiles/davisbacon/IL3.dvb>.

SECTION 01140 WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- B. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.3 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. The Owner will provide a site representative. This representative will be at the site daily. Occupied portions of the building may only be accessed when accompanied by PHA staff. Contractors are to familiarize themselves with the PHA normal working calendar, including, holidays, and to plan the work accordingly.
- C. Since the building will be occupied during construction the Contractor is to strictly minimize the amount of time that any element of the building used for egress is in any way obstructed or is unusable.
- D. The Contractor will be responsible for determining the timing of each phase of the work in order to complete the project on time.

SECTION 01340
SUBMITTALS AND SUBSTITUTIONS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. Submittals not required will not be reviewed by the Owner.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Owner.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature and date to each submittal, certify that this coordination has been performed. Unsigned submittals will be returned unreviewed.
- B. Substitutions:
 - 1. The following products do not require further approval except for interface within the Work.
 - a. Products specified by reference to standard specifications such as ASTM and similar standards.
 - b. Products specified by manufacturer's name and catalog model number.
 - 2. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Owner in the form of an addendum.
- C. "Or equal":
 - 1. Where the phrase "or equal", or "or equal as approved by the Owner", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner in the form of an addendum.

2. The decision of the Owner shall be final.

1.3 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, and other items in accordance with the provision of this Section.
- B. Submittal

PART 2 – PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required:
 1. Submit Shop Drawings in the form of three blue line or black line prints of each sheet.
 2. Blueprints will not be acceptable.
- C. Review comments of the Owner will be shown on the sepia transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purpose.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes, data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Engineer.

2.3 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Owner for selection.

PART 3 – EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On re-submittals, cite the original submittal number for reference.

- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Inspector for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of schedule dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions, and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least two working days for review for the Owner following his receipt of the submittal.

3.4 OWNER'S REVIEW

- A. Review by the Owner does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

SECTION 01400 QUALITY CONTROL

1.1 DESCRIPTION

- A. Inspections: All inspections will be made by the Owner or Owner's representative. Inspections may be made of all materials or assembly of materials prior to or after incorporation into the building.
- B. Tests: Except as otherwise specified, contractor shall make all tests for project in the Owner's presence. The cost for the tests, are the responsibility of the Contractor.
- C. Reports and Certifications: Make and submit type written reports of each test. Have each report signed by person(s) making the test. Where specified, furnish manufacturer's certification that materials, equipment, etc. meet or exceed Contract Document requirements.

1.2 SUBMITTALS

- A. Submit electronic copies of each test report and/or certification to:
ppesha-ahten@pha.peoria.il.us
- B. Properly identify each submittal as follows:
 - 1. Project Title.
 - 2. Project Number.
 - 3. Contractor's Name.
 - 4. Item tested or certified.

1.3 PREPARATION

- A. Contractor shall prepare all work, materials, equipment, etc., for testing and cooperate with the testing laboratory for all testing if applicable.
- B. Notify the Owner at least twenty-four hours in advance of the date scheduled for test(s).

1.4 QUALITY CONTROL TESTING

- A. An Independent Testing Firm approved by the Owner and paid for by the Contractor, shall perform all initial testing of materials, assemblies and/or systems to establish performance in accordance with the requirements of these specifications.

1.5 RE-TESTING

- A. For installation and work not in compliance with the Contract Documents, costs for re-testing including all costs for engineering analysis, field personnel and reports, shall be by Contractor.
- B. All re-testing due to failure shall be performed by the Contractor using the same testing laboratory as the initial testing and shall be at the Contractor's expense if applicable.
- C. The Owner reserves the right to require additional testing, which, in his opinion, he deems necessary to ensure proper quality control.
- D. All costs for mix designs, including all costs for Engineer's Analysis, Field Personnel and reports, shall be at the Contractor's expense.

SECTION 01530 BARRIERS

PART 1 - GENERAL

DESCRIPTION

- A. Furnish, install, and maintain suitable barriers and traffic control devices as required to prevent public entry and to protect the Work, existing facilities, trees, and plants from construction operations; remove when no longer needed, or at completion of Work.

- 1. Summary of Work, Section 011000.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with federal, state and local codes and regulations.
- B. Traffic control devices must comply with manual on uniform traffic control devices.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.2 FENCING

- A. Materials to be the CONTRACTOR'S option, minimum fence height 6'. However, the material should be of good appearance.

2.3 BARRIERS

- A. Materials to CONTRACTOR'S option, as appropriate to serve the required purpose.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers and traffic control devices during entire construction period for all areas of construction.

- B. Relocate barriers and traffic control devices as required by progress of construction, for all areas of construction.

3.2 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are not longer needed, and when approved by Owner.
- B. Repair damage caused by installation, and clean the area.
- C. Completely remove temporary traffic control devices when construction of roadways and appurtenances have been completed and permanent traffic controls have been erected.

SECTION 01710 FINAL CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 – PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.
 - 3. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Removal such items to the place designated for their storage.

**SECTION 01710
FINAL CLEANING**

2. Weekly and more often if necessary, inspect all arrangements of materials, stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
 3. Maintain the site in a neat and orderly condition at all times.
 4. The Contractor is responsible for supplying a dumpster on site for removal of all waste material or provides a method to remove waste from the site on a daily basis.
- C. Structures:
1. Weekly, and more often if necessary, inspect the structures and pick up all scrap debris, and waste material. Remove such items to the place designated for their storage.
 2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. "Clean" for the propose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
 3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding materials, equipment and materials required to achieve the necessary cleanliness.

3.2 FINAL CLEANING

- A. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.
- B. Structures:
1. Interior: Floors and walls: All floors and walls to be cleaned, vacuumed, swept, and all VCT tile flooring will be mopped and receive 3 coats of wax prior to final acceptance.
- . General Cleaning:
1. All surface to be thoroughly cleaned. This includes, but is not limited to counter tops, drawers, tubs, sinks, toilets, appliances, closet shelves, light fixtures, etc. prior to final acceptance.

3.3 DAMAGE DURING THE CLEANING PROCESS

- A. In the process of cleaning the unit if any damage occurs it is the responsibility of the General Contractor to ensure that the damage is repaired.

**SECTION 01770
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Provide an orderly and efficient transfer of the completed Work to the Owner.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to contract closeout are described in, but are not necessarily limited to General Conditions, Supplementary Conditions, and Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Owner, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Prepare and submit the notification required the General Conditions.
 - 2. Within a reasonable time after receipt of notification, the Owner will inspect to determine status of completion.
 - 3. Should the Owner determine that the Work is not substantially complete:
 - a. The Owner will promptly so notify the Contractor, in writing, giving the reasons therefore.
 - b. The Contractor will remedy the deficiencies and notify the Owner when ready for re-inspection.
 - c. The Inspector will re-inspect the Work.
- 4. When the Owner concurs that the Work is substantially complete:
 - a. The Owner will prepare a "Certificate of Substantial Completion" accompanied by the Contractor's list of items to be completed or corrected, as verified by the Owner.
 - b. The Owner will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- B. Final Completion:

1. The Contractor will prepare and submit the notice required by the General Conditions.
 2. The Contractor will verify that the Work is complete including, but not necessarily limited to, the items mentioned in the General Conditions.
 3. The Contractor will certify in writing that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
 4. The Inspector will make an inspection to verify status of completion.
 5. Should the Inspector determine that the Work is incomplete or defective:
 - a. The Inspector will promptly so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. The Contractor will remedy the deficiencies promptly, and notify the Owner when ready for re-inspection.
 - c. The Owner will re-inspect the Work.
 6. When the Inspector determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make close submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Operation and maintenance date for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner.
 2. Warranties and bonds.
 3. Evidence of payment and release of liens.
 4. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- D. Final adjustment of accounts:
1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum which were not made previously by Change Orders.

1.4 INSTRUCTIONS

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

SECTION 0 24119 - SELECTIVE DEMOLITION**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section Features:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 01 1000 "Summary" for restrictions on use of the premises, phasing requirements and Owner-occupancy requirements.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and, unless indicated to be salvaged or reinstalled, legal disposal off-site.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item, using methods and equipment to prevent damage to the item, including disposing of items not indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise made manifest, demolition waste becomes property of Contractor.

1.4 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, ensuring that Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate start and stop dates.
 - 3. Use of stairs.
 - 4. Dates of demolition work affecting Owner's continuing occupancy.
 - 5. Dates planned for Owner's partial occupancy of completed Work.
- B. Statement of Refrigerant Recovery: Contractor responsible for ensure proper refrigerant recovery is completed in accordance to EPA regulations.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition such that Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify the Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Ensure refrigerant is removed according to 40 CFR 82 and regulations of authority having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.

- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level, except as scheduled otherwise for phased Work.
 - a. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least 5 hours after flame-cutting operations.
 - 6. Maintain adequate ventilation when using cutting torches.
 - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for extended reuse. Completely refurbish where scheduled.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- B. Other Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 16130 – RACEWAYS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section Features:
 - 1. Surface Mounted Raceways: Metal
- B. Related Requirements:
 - 1. Section 01 1000 "Summary" for restrictions on use of the premises, phasing requirements and Owner-occupancy requirements.

1.2 DEFINITIONS

- A. ASTM International (ASTM): ASTM E 814 - Standard Test Method for Fire Tests of Penetration Firestop Systems.
- B. National Fire Protection Association (NFPA): NFPA 70 - National Electrical Code
- C. Underwriters Laboratories INC, (UL):
 - 1. UL 5- Surface Metal Raceways and Fittings
 - 2. UL 94 – Test for Flammability of Plastic MATERIALS FOR Parts in Devices and Appliances
 - 3. UL 514A – Metallic Outlet Boxes

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise made manifest, demolition waste becomes property of Contractor.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheers and descriptive literature on each product to be used
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Indicate raceway layouts, each system component required for complete system, raceway lengths, device types, locations, elevations, details, sections and attachment to other work; identify all circuits.
- C. Samples:
 - 1. Submit three 6-inch lengths of exposed type surface raceways with required color and finish. Show standard color ranges available.
- D. Test Reports: Certified reports from independent testing laboratory supporting compliance of raceway system to specified requirements.
- E. Manufacturer's instructions: Printed installation instructions for each system component; include storage requirements.
- F. Project Record Documents: If variations from approved shop drawings occur during installation of raceway system, submit final as-built drawings indicating such variations.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firms regularly engaged in manufacture of raceway and box distribution products and systems of the types and sizes required, whose products have been in satisfactory use in similar service for not less than 10 years. Provide raceway and box distribution systems produced Wiremold.
- B. Electrical Components, Devices, and Accessories: Comply with requirements of applicable local codes, NEC, UL, and NEMA Standards pertaining to indoor service poles and architectural columns. Listed and labeled in accordance with NFPA 70, Article 100.
- C. Electrical Boxes and Fittings: Comply with requirements of applicable local codes, NEC, UL, ETL, and NEMA Standards pertaining to boxes and fittings. Listed and labeled in accordance with NFPA 70, Section 300-21.
- D. Accessibility Compliance: Design device flange to meet ADA Accessibility Guidelines as to changes in floor and ground surface levels. Flanges shall be beveled so the slope is no greater than 1:2.

1.6 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Acceptable Manufacturer: Wiremold(r), which is located at: 60 Woodlawn St.; West Hartford, CT 06110; Toll Free Tel: 800-621-0049; Tel: 877-295-3472; Fax: 860-232-2062; Email: request info (customer.support-wm@legrand.us); Web: www.legrand.us/Wiremold.aspx

2.2 SURFACE MOUNTED RACEWAYS

- A. General
 - 1. System: Provide surface raceway systems for branch circuit and data network voice, video and other low-voltage wiring. Surface raceway system components necessary for a complete installation shall consist of the following:
 - a. Components: Raceway bases, covers, fittings and device mounting plates.
 - b. Components: Raceway bases, covers, fittings and device mounting plates, pre-divided raceway bases, dual covers
 - 2. Configuration: Raceways shall be one-piece, or two-piece design with base and snap-on cover, or three-piece design with base and two snap-on covers which snap side by side on a common base. Base shall be dividable with a fixed barrier for up to 4 compartments. Raceway shall be available in widths of 3/4 inch to (10-inch 19 mm) to (254 mm) and depths of 17/32 inch to 5 inch (13 mm to 127 mm). Provide raceways from a company that can provide custom sizes if required. Raceway covers shall be available in tamper-resistant form with screws on access plates and covers of fittings, but not on standard cover lengths.
 - 3. Fittings:
 - a. Fittings shall include flat, couplings for joining raceway sections, wire clips, and device mounting brackets and plates as applicable. Where required, provide tamper-resistant form, dividable with barriers and matching the size of the accompanying raceway base.

- b. Provide full capacity corner elbows to maintain a controlled 2-inch (51 mm) cable bend radius, meeting the specification for Fiber Optic and UTP cabling and exceeding the TIA/EIA-569-A requirements for communications pathways.
 - 4. Device Brackets and Plates: Provide in sizes to match the raceway width and with mounting holes located to ensure proper mounting of devices in up to 4 compartments. Device plates shall be available in any length from 6 inches to 60 inches (152 mm to 1524 mm), with cutouts to accommodate various combinations of power and communications devices in up to 4 compartments. Provide 6 inch and 12 inch (152 mm and 305 mm) long device plates with a flange to overlap the joint of adjacent cover as applicable.
- B. Classification
 - 1. Compliance: Raceway and System Components
 - a. UL and CUL listed.
 - b. ETL and CETL listed.
 - 2. Larger 2 and 3 channel non-metallic raceways shall be UL Listed under File Nos. E90378 Guide RJTX and E90377 Guide RJYT, respectively.
 - 3. Surface raceways shall be suitable for use in dry interior locations only, as covered in Article 386 of the National Electrical Code.
 - 4. Surface metal raceways and fittings shall be listed by Underwriters Laboratories under File Number E4376, Listing and Classification Number RJBT and File Number E41751, Listing and Classification Number RJPR respectively.
 - 5. Systems shall comply with UL Standard UL5 for Surface Metal Raceways.
 - 6. Surface raceways shall be suitable for use in dry interior locations only, as covered in Article 388 of the National Electrical Code.
- C. Product Requirements: Surface metallic raceway for dry interior locations
 - 1. Metal Components: UL listed, conforming to specifications of UL5.
 - 2. Plastic Components: UL listed, exhibiting non-flammable, self-extinguishing characteristics when tested in accordance with UL 94, V-O
- D. Surface Metal Raceways
 - 1. Acceptable Product: Wiremold DS4000 Series Raceway Three-Piece Dual-Channel Steel Raceway by Wiremold.
 - 2. Material: Galvanized steel, minimum thickness 0.040 inch (1 mm).
 - 3. Finish:
 - a. Manufacturer's standard Designer Ivory
 - b. Factory-applied polyester topcoat applied over ivory base suitable for field- applied topcoat.
 - 4. Steel Device Brackets and Plates: Steel overlap device plate for horizontal installation of devices. Plate shall overlap cover to conceal seam.
 - 5. Adjustable Length Raceway Couplings: Provide raceway base sections with adjustable couplings. Each pair of couplings works in conjunction with the raceway base's scored lines to allow less accurate field cuts. The coupling shall accommodate 4 inches (102 mm) of lateral movement and facilitate the ability of the raceway to maintain coordination with the wall framing as required. Each coupling shall provide a means of adding supplemental ground screws.
 - 6. Fittings: Fittings shall include flat, internal and external elbows, tees, entrance fittings, wire clips, cover clips, couplings, support clips, and end caps. Covers for fittings shall

overlap adjoining raceway covers a minimum of 3/8 inch (10 mm). Fittings shall be color matched to the raceway. Supply fittings with a base where applicable to eliminate mitering. Provide fittings with adjustable couplings that integrate with the raceway base. Provide a take-off fitting supporting dual services to adapt to existing flush wall boxes and other series of metallic raceways. Fittings shall have provisions to accept tamper resistant fasteners to fully secure the raceway.

- a. Obstacle Avoidance and Offset Fittings: Provide fittings as required to bypass large and small obstacles and small offsets in supporting wall. Small obstacle avoidance fitting capable of being converted into a take off fitting to transition to other metallic raceways.
7. Device Brackets and Plates:
- a. Forward Fittings: Provide device brackets to install single-gang devices horizontally in either channel within the raceway. Provide horizontal device brackets with a single gang face plate. Horizontal device mounting brackets shall be a single piece with integral auxiliary grounding points. Device brackets and activation face plates shall allow the electrical or communications devices to face forward from the sidewall of the raceway.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions under which raceways and boxes are to be installed. Do not proceed with installation until substrates have been properly prepared and deviations from Manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

3.2 PREPARATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from Manufacturer's recommended installation tolerances and conditions.

3.3 INSTALLATION – GENERAL

- A. Install in accordance with manufacturer's instructions for system components and approved shop drawings. Coordinate installation with adjacent work to ensure proper clearances and to prevent electrical hazards.
- B. Install in accordance with complete system instruction sheets.
- C. Install enclosures to be mechanically continuous and connected to all electrical outlets, boxes, device mounting brackets, and cabinets, in accordance with manufacturer's installation sheets.
- D. Install enclosures to be electrically continuous and bonded in accordance with the National Electric Code for proper grounding.
- E. Mechanical Security: Raceway systems shall be mechanically continuous and connected to all electrical outlets, boxes, device mounting brackets, and cabinets, in accordance with Manufacturer's installation sheets.
- F. Electrical Security: Metal raceway shall be electrically continuous and bonded in accordance with the National Electric Code for proper grounding.

- G. Raceway Support: Raceway shall be supported at intervals not exceeding 5 feet (1524 mm) or in accordance with Manufacturer's installation sheets.
- H. Accessories: Provide accessories as required for a complete installation, including insulated bushings and inserts where required by manufacturer.
- I. Unused Openings: Close unused raceway openings using manufacturer's recommended accessories.

3.4 PROTECTION

- A. Clean exposed surfaces using non-abrasive materials and methods recommended by manufacturer.
- B. Protect installed products until completion of project.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION