

# **PROJECT MANUAL**

INCLUDING

**Specifications for Construction**

FOR

## **Cayce 5-4 Roof and Security Door Replacements**

FOR

**Metropolitan Development and Housing Agency  
Nashville, Tennessee**

**DATE: February 18, 2021**

Prepared by:

**Melvin Gill Architects  
1821 Ed Temple Boulevard  
Nashville, Tennessee  
615/242-GILL (4455)**



DOCUMENT 00 00 10

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PROJECT DIRECTORY

Owner: Metropolitan Development and Housing Agency  
Attention: Mr. Thomas Raybon, Construction Inspector  
712 South Sixth Street  
Nashville, Tennessee 37206  
(615) 252-6734

Architect: Melvin Gill Architects  
Attention: Mr. Melvin Gill, RA  
1821 Ed Temple Boulevard  
Nashville, Tennessee 37208  
(615) 242-4455



Architect of Record

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## INVITATION FOR BIDS

The Metropolitan Development and Housing Agency (MDHA) will receive bids for Cayce 5-4 Roofing and Security Doors.

The Invitation for Bids for Cayce 5-4 Roofing and Security Doors is available for viewing on MDHA's Procurement Housing Agency Marketplace Site.

Access URL: [https://ha.internationaleprocurement.com/requests.html?company\\_id=51162](https://ha.internationaleprocurement.com/requests.html?company_id=51162)

Or through MDHA's website Access URL: <http://www.nashville-mdha.org/>, highlight "Construction"//Click on "Procurement"//Click on the Blue "here" link within the sentence "Click here to view Procurement Opportunities!"

**Bids will be received electronically via Housing Agency Marketplace or via hand delivery to the MDHA Construction Department, located at 712 South 6th Street, Nashville, T N 37206. All Bids must be received before 2:00 p.m. Central Standard Time (CST) on March 16, 2021.**

**A pre-bid meeting will be held "electronically only" via WebEx on February 25, 2021 at 10:00 a.m. Central Standard Time (CST).**

To have access to the WebEx information you may view by clicking on the URL link:

[https://ha.internationaleprocurement.com/requests.html?company\\_id=51162](https://ha.internationaleprocurement.com/requests.html?company_id=51162)

or copy and paste it or type into your browser. If you need assistance with Housing Agency Marketplace please call Lynn Lassiter at (615) 252-8477 or Yolanda Flakes at (615) 252-6734.



## MODIFICATIONS TO HUD 5369 FORM

HUD form 5369 form (10/2002) is modified as follows:

Section 1 (b), - Bid Preparation and Submission, add the following

The below listed forms are required to be completed in their entirety and submitted in order as they are listed. Failure to submit these documents in specific order and their entirety could result in being considered non-responsive.

- i. Contractor/Subcontractor License Information Form
- ii. Bid Form
- iii. Bid Bond
- iv. Representations, Certifications, and other Statement of Bidders (HUD 5369-A)
- v. Form of Non- Collusive Affidavit (must be notarized)
- vi. AIA Document A305TM- 1986, Contractor's Qualification Statement (Must be notarized)
- vii. Form 2001-Diversity Business Enterprise Program Solicitation Certificate
- viii. Form 2002 - Diversity Business Enterprise Joint Venture Agreement
- ix. Form 2003- Diversity Business Enterprise Utilization Commitment Plan
- x. HUD Section 3 Certification and Compliance Agreement
- xi. Drug Free Affidavit

Section 1 (d), - Bid Preparation and Submission, and add the following subparagraphs:

- i. On hand delivered bids in sealed envelopes, the "Contractor/Subcontractor License Information Form" or same information shall be completed and placed on the outside of the envelope. When electronic bids are being accepted, the "Contractor/Subcontractor License Information Form" or same information shall be completed and be the first page in the bid package submittal. The Bidder shall show Name of Project, Solicitation Number (if applicable), Due Date and Time of Bid, Contractor's State License, applicable Subcontractor's State License number, expiration date(s), and that part of classification applying to the Bid. Subcontractor(s), if applicable, that shall be shown on the "Contractor/Subcontractor License Information Form" are those who will perform Plumbing, HVAC/ Mechanical, Electrical, Masonry (if masonry exceeds \$100,000 including material and labor), and Geothermal. For Geothermal, list the TDEC Geothermal license number, classification and expiration date. If the Bidder will be performing that work with the Bidders own forces, so state.
- ii. Noncompliance with these instructions will result in the bid envelope not being opened nor bid being considered.
- iii. Bids submitted via a 3rd party courier shall be assembled in the same manner as a hand delivered bid and then inserted into a mailing envelope clearly marked "Sealed Bid Enclosed" on the face thereof.
- iv. To submit Bids, follow Invitation to Bid. It is the Bidder's responsibility to ensure receipt of (his or her) Bid, before time set and at place identified for receipt of Bids

Section 2 (a), Explanations and Interpretation to Prospective Bidders, add the following:

**Questions must be received via our “Housing Agency Marketplace” or email [melvin@melvingillarchitects.com](mailto:melvin@melvingillarchitects.com) on your letterhead by 2:00 p.m. Central Standard Time (CST) March 4, 2021.**

Section 3(b), Amendments to Invitations for Bids, Remove the paragraph and substitute the following:

Bidders shall acknowledge receipt of any amendment(s) and/or addenda to this solicitation by identifying the amendment(s) and/or the addenda number and date on the bid form. Bids which fail to acknowledge amendment(s) and/or addenda issued will result in the rejection of the bid if the amendment(s) and/or the addenda contained information which substantially changed the PHA’s/ IHA’s requirements.

Section 3(c), Amendments to Invitations for Bids, Remove the paragraph and substitute the following:

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

Section 5(g), Late Submissions, Modifications, and Withdrawal of Bids, Remove the paragraph and

Substitute the follow:

Bids may be withdrawn by written notice, in person or by electronic submission if Notice of Withdrawal is received before the exact time set for the opening of the bids.

Section 6, Bid Opening: Remove the paragraph and substitute the following:

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read in person or electronically on the date, time and place as specified in the solicitation. Bidders and other interested persons may be present with the exception when bids will be opened electronically only. When the solicitation indicates bids will be opened electronically only, the information to view will be provided in the solicitation or amendment(s)/addenda.

Section 7(b), Service of Protest, Add the following:

**Brent Grubb, Acting Contracting Officer,  
712 South Sixth Street, Nashville, TN 37206.**

Section 10(a), Assurance of Completion, Remove the paragraph and substitute the following:

The successful bidder shall provide a Payment and Performance Bond in the amount of 100% of the contract amount prior to the issuance of any Notice to Proceed.

Section 12, Indian Preference Requirements, -Delete this section in its entirety.

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

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

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# 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 bidder at 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 no responsible and ineligible for award.

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## 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 —

[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.

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(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

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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.

## Contractor/Subcontractor License Information Form

**\*\* VERY IMPORTANT NOTICE \*\***

This form **SHALL** be completed and submitted with your Bid per the instructions below or your bid will be considered **NONRESPONSIVE**.

- 1) On hand delivered bids in sealed envelopes, this form or same information shall be completed and placed on the outside of the envelope. When electronic bids are being accepted, this form or same information shall be completed and be the first page in the bid package submittal. The Bidder shall show name of Project, Solicitation Number (if applicable), Due Date and Time of Bid, Contractor's State License, applicable Subcontractor's State License number, expiration date(s), and that part of classification applying to the Bid. Subcontractor(s), if applicable, that shall be shown on this form are those who will perform Plumbing, HVAC/Mechanical, Electrical, Masonry (if masonry exceeds \$100,000 including material and labor), and Geothermal. For Geothermal, list the TDEC Geothermal license number, classification and expiration date. If the Bidder will be performing that work with the Bidders own forces, so state.
- 2) Noncompliance with these instructions will result in the bid envelope not being opened nor bid being considered.
- 3) Bids submitted via a 3rd party courier shall be assembled in the same manner as a hand delivered bid and then inserted into a Mailing envelope Clearly marked "Sealed Bid Enclosed" on the face thereof.

<b>Name of Project:</b>	
<b>Solicitation #</b>	
<b>Due Date &amp; Time of Bid:</b>	
<b>Contractor Name:</b>	
License Number	
Expiration Date	
Classification	
<b>SUBCONTRACTORS:</b>	
<b>Plumbing Contractor:</b>	
License Number	
Expiration Date	
Classification	
<b>HVAC/Mechanical Contractor:</b>	
License Number	
Expiration Date	
Classification	
<b>Electrical Contractor:</b>	
License Number	
Expiration Date	
Classification	
<b>Masonry Contractor:</b>	
License Number	
Expiration Date	
Classification	
<b>Geothermal Contractor:</b>	
License Number	
Expiration Date	
Classification	



## MODIFICATIONS TO HUD 5369-A FORM

HUD 5369-A (11/92) is modified as follows:

Section 8, **Indian-Owned Economic Enterprise and Indian Organization Representation**, Remove this section in its entirety

Section 12, **Previous Participation Certificate**, - Remove this section in its entirety

**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)

**BID FORM**

PROPOSAL OF:

\_\_\_\_\_

(Name of Bidder)

\_\_\_\_\_

(Address of Bidder)

organized and existing under the laws of the State of \_\_\_\_\_ and doing business as a \_\_\_\_\_ (insert "a corporation", "a partnership" or "an individual" or otherwise as applicable).

**TO THE: METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
712 SOUTH SIXTH STREET  
NASHVILLE, TENNESSEE 37206**

In compliance with your Advertisement for Bids, Bidder hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services and other necessary supplies, in strict accordance with the terms and conditions of plans, specifications and Contract Documents within the number of consecutive calendar days and at the prices set forth below for:

**Tear off existing and install new asphalt shingles on five buildings. Remove existing security doors on eleven buildings and install new security doors.**

By submitting this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder agrees, upon receipt of the Notice of Award accompanies by the Contract and Agreement (C&A) and all required attachments, to cause same to be properly executed and returned to the MDHA within fifteen (15) days thereafter. Bidder further agrees, upon receipt of the Notice to Proceed, to commence work on the project immediately thereafter and to complete the project within **150 consecutive calendar days** after receipt of said Notice to Proceed. Ligated Damages shall be assessed at **\$200.00 per day** for each day of un-excusable delay.

The Bidder agrees to furnish and construct all work as shown on the contract documents for a Base Bid of (show amount in both words and figures).

\_\_\_\_\_ & \_\_\_\_\_ /100 Dollars,

\$ \_\_\_\_\_.

Unit Price item definitions are as follows:

ITEM	RELATED SECTIONS	BASE QUANTITY	UNIT	UNIT PRICE	WORK INCLUDED
1		200	Square Feet	\$	Remove and replace damaged 1" X 6" roof decking as needed-verification required by A&E or owner prior to removal

1. In submitting this bid, it is understood that the right is reserved by the Metropolitan Development and Housing Agency to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening therefore, or at any time thereafter before this bid is withdrawn, the undersign agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
  
2. Security in the sum of five percent (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.
  
3. By signing and submitting this bid, the Contractor recognizes the requirement for 5% retainage of payment and provisions of the statute T.C.A. 66-11-144, of the State of Tennessee.
  
4. The bidder represents that he (\_\_\_) has, (\_\_\_) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 1114 or 11246, or the Secretary of Labor that he (\_\_\_) has, (\_\_\_) has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractor, will be obtained, prior to subcontract awards. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
  
5. The Bidder acknowledges that he (or she) has received the following Addenda. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.
  - A. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
  - B. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
  - C. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

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

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

\_\_\_\_\_  
**(NAME OF BIDDER)**

**OFFICIAL ADDRESS & PHONE NUMBER:**

\_\_\_\_\_

\_\_\_\_\_

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

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

# Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2577-0088 (exp.10/31/2000)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Executive Orders 12432 and 11625 requires Federal agencies to promote Minority Business Enterprise (MBE) participation in their programs and prescribes additional arrangements for developing and coordinating a National Program for MBE. Pursuant to Executive Order 12432, the Department of Commerce requires an annual report on MBE achievements. The information provided on Public and Indian Housing Programs will be used to monitor and evaluate HA performance and to develop and submit the Annual Report to the President. Responses to the collection of information are voluntary. The information requested does not lend itself to confidentiality

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if: PHA <input type="checkbox"/> IHA <input type="checkbox"/>	2. Location (City, State, ZIP Code)
---	---	-------------------------------------

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period <input type="checkbox"/> (Annual-FY)	5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code.	6. Date Submitted to Field Office
----------------------------	--	---	--	-----------------------------------

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontract 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.										
									Name	Street	City	State	Zip Code						

- |  |  |  |
|--|--|--|
| <b>CPD:</b><br>1 = New Construction<br>2 = Education/Training<br>3 = Other | <b>7c: Type of Trade Codes:</b><br><b>Housing/Public Housing:</b><br>1 = New Construction<br>2 = Substantial Rehab.<br>3 = Repair<br>4 = Service<br>5 = Project Mangt.<br>6 = Professional<br>7 = Tenant Services<br>8 = Education/Training<br>9 = Arch./Engrg. Appraisal<br>0 = Other | <b>7d: Racial/Ethnic Codes:</b><br>1 = White Americans<br>2 = Black Americans<br>3 = Native Americans<br>4 = Hispanic Americans<br>5 = Asian/Pacific Americans<br>6 = Hasidic Jews |
|--|--|--|

- 5: Program Codes** (Complete for Housing and Public and Indian Housing programs only):
- |                                      |                           |
|--------------------------------------|---------------------------|
| 1 = All insured, including Section 8 | 5 = Section 202           |
| 2 = Flexible Subsidy                 | 6 = HUD-Held (Management) |
| 3 = Section 8 Noninsured, Non-HFDA   | 7 = Public/Indian Housing |
| 4 = Insured (Management)             |                           |



This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed

for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish

income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

### Community Development Programs

**1. Grantee:** Enter the name of the unit of government submitting this report.

**3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

**7d. Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm. Previous editions are obsolete.

### Multifamily Housing Programs

**1. Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report.

**3. Contact Person:** Same as item 3 under CPD Programs.

**4. Reporting Period:** Check only one period.

**5. Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

### Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

**1. Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

**3. Contact Person:** Same as item 3 under CPD Programs.

**4. Reporting Period:** Check only one period.

**5. Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

**Bid Bond**

CONTRACTOR:  
(Name, legal status and address)

<< >>< >  
<< >>

SURETY:  
(Name, legal status and principal place of business)

<< >>< >  
<< >>

OWNER:  
(Name, legal status and address)

<< >>< >  
<< >>

BOND AMOUNT: \$ << >>

PROJECT:  
(Name, location or address, and Project number, if any)

<< >>  
<< >>  
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

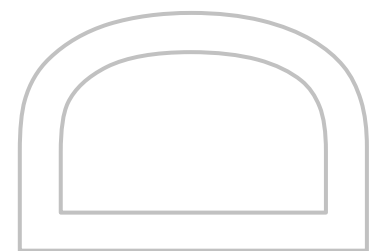
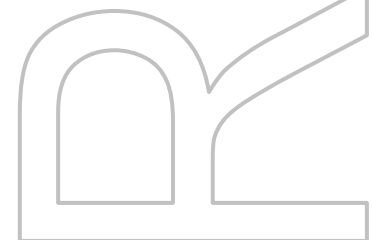
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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Signed and sealed this « » day of « », « »

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

« »  
(Contractor as Principal) (Seal)

« »  
(Title)

« »  
(Surety) (Seal)

« »  
(Title)





**CONTRACTOR DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF TENNESSEE**

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

- 1. Now Comes Affiant, who being duly sworn, deposes and says:**
- 2. He/She is the principal officer for \_\_\_\_\_**  
\_\_\_\_\_
- 3. That the bidding entity has submitted a bid to \_\_\_\_\_**  
\_\_\_\_\_ **for the construction of \_\_\_\_\_**  
\_\_\_\_\_.
- 4. That the affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Tennessee Code Annotate 50-9-113.**
- 5. That this affidavit is made on personal knowledge.**

**Further affiant saith not.**

\_\_\_\_\_  
**AFFIANT**

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

**Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.**

**Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
**Notary Public**

**My commission expires: \_\_\_\_\_, 20\_\_**

# DRAFT AIA<sup>®</sup> Document A305<sup>™</sup> - 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: <>

ADDRESS: <>

SUBMITTED BY: <>

NAME: <>

ADDRESS: <>

PRINCIPAL OFFICE: <>

[ <> ] Corporation

[ <> ] Partnership

[ <> ] Individual

[ <> ] Joint Venture

[ <> ] Other <>

NAME OF PROJECT: (if applicable) <>

TYPE OF WORK: (file separate form for each Classification of Work)

[ <> ] General Construction

[ <> ] HVAC

[ <> ] Electrical

[ <> ] Plumbing

[ <> ] Other: (Specify) <>

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? <>

§ 1.2 How many years has your organization been in business under its present business name? <>

§ 1.2.1 Under what other or former names has your organization operated?

<>

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: <>

§ 1.3.2 State of incorporation: <>

§ 1.3.3 President's name: <>

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.4 Vice-president's name(s)

<< >>

§ 1.3.5 Secretary's name: << >>

§ 1.3.6 Treasurer's name: << >>

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: << >>

§ 1.4.2 Type of partnership (if applicable): << >>

§ 1.4.3 Name(s) of general partner(s)

<< >>

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: << >>

§ 1.5.2 Name of owner:

<< >>

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

<< >>

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

<< >>

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

<< >>

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

<< >>

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

<< >>

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

<< >>

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

<< >>

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

<< >>

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

<< >>

§ 3.4.1 State total worth of work in progress and under contract:

<< >>

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

<< >>

§ 3.5.1 State average annual amount of construction work performed during the past five years:

<< >>

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

<< >>

## § 4 REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

## § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);



Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

<< >>

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

<< >>

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

<< >>

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

<< >>

§ 6 SIGNATURE

§ 6.1 Dated at this << >> day of << >> << >>

Name of Organization: << >>

By: << >>

Title: << >>

§ 6.2

<< >>

M << >> being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this << >> day of << >> << >>

Notary Public: << >>

My Commission Expires: << >>

Project Name	Contractor Name
Funding Source	Contractor Address
Project Location	
Description of Work	Contractor Representative
	Original Contract Amount
	Adjusted Contract Amount
	Original Contract Completion Date
	Adjusted Completion Date
	Actual Completion Date

Evaluation Prepared by:

Signature

Date

	3-Above Average	2-Average	1-Below Average	3	2	1	III/A
1	Did the contractor communicate with the A&E or project representative per the contract documents? For Rehab projects did the contractor communicate with the homeowner?						
2	Were the submittals complete and submitted in a timely manner? Were substitutions submitted in accordance with the specifications?						
3	Did the contractor complete the project in the specified contract time (including all approved time extensions)?						
4	Did the contractor adequately staff the project?						
5	Did the contractor provide an accurate, detailed construction schedule and continue to update the schedule as the project progressed?						
6	Did the contractor maintain a clean, orderly jobsite?						
7	Did the contractor promptly pay the subcontractors and/or suppliers?						
8	Was the contractor represented at progress meetings by a person with decision-making authority?						
9	Are the materials and workmanship in compliance with the contract documents?						
10	Did the contractor (and superintendent) have a complete working knowledge of the project?						
11	Did the contractor coordinate disruption of facility operations with the appropriate parties? For Rehab projects, did the contractor notify the homeowner of scheduled activities?						
12	Did the contractor properly manage the project? Cause any undue delays?						
13	Did the contractor work to actively resolve problems?						
14	Did the contractor coordinate work between the subcontractors?						
15	Was the supervision of the work in accordance with the contract documents?						
16	Was the punch list addressed and completed in a timely manner?						
17	Did the contractor comply with applicable Section 3, DBE, Davis Bacon and payroll requirements?						
18	Did the contractor submit accurate pay applications with all appropriate backup?						
19	Were drawings, specifications, submittals, RFI's, ASI's, etc. available on the jobsite?						
	Did the Contractor accurately and completely provide the following?						
20	Accurate and complete record documents (record drawings)?						
21	Certificate of Occupancy provided? Final acceptance from codes department?						
22	Complete O&M Manuals? Test and balance reports (if required)?						
23	Training provided in accordance with specifications?						
24	Attic stock provided per specifications?						
25	Contract Close-out Documents						
26	Would you recommend this contractor for future work? (All "below average" scores require written explanation.)						

**Construction Contractor Performance  
Evaluation**

COMMENTS: All "Below Average" responses must be explained. Also include exceptional or significant deficient details. Use additional pages if necessary.

# Contractor Performance Evaluations

---

Construction Department Projects

Average or Above Average:

No action required

Below Average:

1 <sup>st</sup> Review	call in for meeting with appropriate construction department staff
2 <sup>nd</sup> Review	thirty day suspension from bidding
3 <sup>rd</sup> Review	ninety day suspension from bidding
4 <sup>th</sup> Review	one hundred and eighty day suspension from bidding
5 <sup>th</sup> Review	one year suspension from bidding
	one year suspension to continue with each subsequent below average rating

Each project completed with an Average or better review will move contractor back one level. After completion of three projects with an Average or better evaluations, the contractor will return to full standing.

Counseling only applies to the first below average performance evaluation. All future below average evaluations begins at thirty day suspension level.

# Metropolitan Development and Housing Agency

712 SOUTH SIXTH STREET \* NASHVILLE, TENNESSEE \* TELEPHONE (615) 252-8421

MAILING ADDRESS: P.O. BOX 846 NASHVILLE, TENNESSEE 37202

TELEPHONE DEVICE FOR THE DEAF (615) 252-8599

## CONTRACT

**THIS AGREEMENT** made this \_\_\_\_\_ by and between \_\_\_\_\_ a partnership doing business under the laws of the State of Tennessee, hereinafter called the "Contractor", and the **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, Nashville, Tennessee, a public body and a body corporate and politic, created under the provisions of the Housing Authorities Law, of the State of Tennessee, hereinafter called the "Metropolitan Development and Housing Agency", or "MDHA".

**WITNESSETH**, that the Contractor and MDHA for the consideration stated herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK** The contractor shall furnish all supervision, labor, materials, equipment and services, including all related accessories and specialties for **Cayce 5-4 Roofing and Security** all in strict accordance with the specifications as prepared by **Melvin Gill & Associates**, dated \_\_\_\_\_ which said specifications drawings and addenda, if any, are incorporated herein by reference and made a part thereof.

**ARTICLE 2. THE CONTRACT PRICE** The Metropolitan Development and Housing Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions, the sum of \_\_\_\_\_.

**ARTICLE 3. JURISDICTION AND VENUE** In the event of a Contract dispute or litigation arising out of said Contract, it is understood and agreed that this Contract was executed and performed in Davidson County, and, as such, it is agreed by both parties that venue for said litigation, including an action of Declaratory Judgement, will be in Davidson County.

**ARTICLE 4. ATTORNEY'S FEES.** In the event of litigation rising out of said Contract, it is agreed that if \_\_\_\_\_ is held liable for damages, or is found to have breached the Contract, \_\_\_\_\_ will pay the MDHA's reasonable attorney's fees and expenses involved in the litigation.

**ARTICLE 5. LIQUIDATED DAMAGES.** The Contractor shall pay liquidated damages to the Owner at the rate of **Two Hundred Dollars (\$200.00) per day** for each day of un-excusable delay.

**ARTICLE 6. RETAINAGE.** The Contractor recognizes the requirements for 5% retainage of payment (par. 108, General Conditions, a component part of the contract documents) and provisions of the statute T.C.A. 66-11-144, of the State of Tennessee, providing for retention being escrowed with interest.

**ARTICLE 7. CONTRACT DOCUMENTS.** The Contract shall consist of the following component parts:

- a. This instrument
- b. Supplemental Conditions
- c. General Conditions
- d. Technical Specifications

This Instrument, together with the other documents enumerated in this Article 7, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 7 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in order of preference of the component part of the Contract which each modifies.

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

**METROPOLITAN DEVELOPMENT  
AND HOUSING AGENCY**  
701 South Sixth Street  
Nashville, Tennessee 37206

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

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

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

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

**Brent Grubb**  
**TITLE:** Contracting Officer

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

Payment Bond

CONTRACTOR:  
(Name, legal status and address)

« »« »  
« »

SURETY:  
(Name, legal status and principal place of business)

« »« »  
« »

OWNER:  
(Name, legal status and address)

« »« »  
« »

CONSTRUCTION CONTRACT

Date: « »  
Amount: \$ « »

Description:  
(Name and location)  
« »  
« »

BOND

Date:  
(Not earlier than Construction Contract Date)  
« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 18

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature:  
Name and Title: « »« »

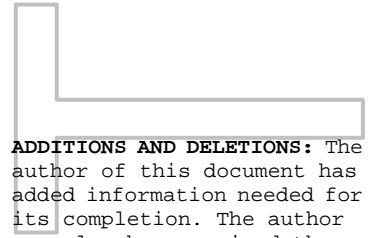
Signature:  
Name and Title: « »« »

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:  
« »  
« »  
« »

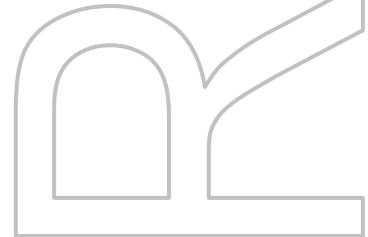
OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party):  
« »  
« »  
« »  
« »  
« »  
« »



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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

Performance Bond

CONTRACTOR: (Name, legal status and address)

<< >>< >>
<< >>

SURETY: (Name, legal status and principal place of business)

<< >>< >>
<< >>

OWNER: (Name, legal status and address)

<< >>< >>
<< >>

CONSTRUCTION CONTRACT

Date: << >>
Amount: \$ << >>

Description: (Name and location)
<< >>
<< >>

BOND

Date: (Not earlier than Construction Contract Date)
<< >>

Amount: \$ << >>
Modifications to this Bond: << >> None << >> See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Signature:
Name and << >>< >>
Title:

SURETY

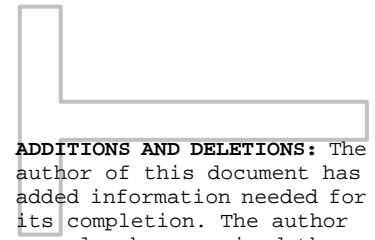
Company: (Corporate Seal)
Signature:
Name and << >>< >>
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
<< >>
<< >>
<< >>

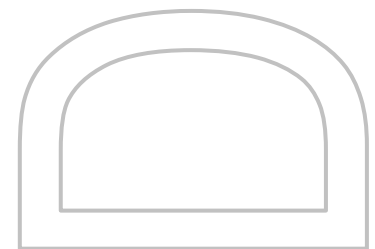
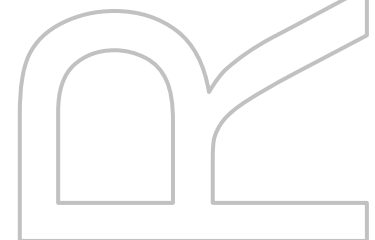
OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)
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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

< >

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature:

Signature:

Name and Title: < >< >

Name and Title: < >< >

Address: < >

Address: < >

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_

SUPPLEMENTAL CONDITIONS TO HUD GENERAL CONDITIONS  
HUDFORM5370

1. Form HUD-5370 (1/2014) is modified as follows:
2. The Metropolitan Development and Housing Agency contemplates the award of a firm fixed price contract resulting from this solicitation.
3. Section 2. Paragraph (c) - The intent of this requirement is to have a job superintendent constantly monitor the quality of work performed and make sure all work is accomplished in accordance with technical specifications . A job superintendent who performs labor and mechanic duties will not be satisfactory to the contracting officer.
- 4. Section 25. Contract Period. 150 consecutive calendar days.**
5. Section 27. Payments. Subparagraph (c) – Contractor to submit three original signed Schedule of Amounts for Contract Payments, Form HUD 51000 (7/97) within 10 calendar days from award date of contract.
6. Section 27. Payments. Subparagraph (d) - Insert ten (10) days.
7. Section 27. Payments. Subparagraph (t) is changed to read as follows:

Except as otherwise provided in State law, the PHA shall retain five (5%) percent of the amount of progress payments until completion and acceptance of all work under the contract.

The PHA shall release and pay all retainages for work completed pursuant to the terms of the contract to the prime contractor within ninety (90) days after completion of such work or within ninety (90) days after substantial completion of the project for work completed, whichever occurs first. Work completed shall be construed to mean the completion of the scope of work and all terms and conditions covered by the contract under which retainage is being held. The prime contractor shall pay all retainages due any subcontractor within ten (10) days after receipt of such retainages from the PHA. Any subcontractor receiving such retainage from the prime contractor shall pay to any sub-subcontractor or material supplier all retainages due such sub-subcontractor or material supplier within ten (10) days after receipt of such retainages.

8. Section 27. Payments. Subparagraph G) insert- Contractor will submit with each pay application a notarized partial release of lien from all persons performing work and supplying materials to the Contractor for this project.
- 9. Section 33 (a) of the General Conditions, HUD Form 5370: \$200.00 per day for each unexcusable day.**
10. Section 36. Insurance. Subparagraph (a)(2) and (a)(3) insert \$1,000,000



11. Section 36. Insurance. Subparagraph (b). Contractor is not required to provide Builders Risk Insurance for this project. However, contractor is responsible for any vandalism or theft of any material or work in place until MDHA accepts the work.

12. Section 36 Insurance. Subparagraph (c). Contractor and all subcontractors shall list MDHA as certificate holder and name MDHA as additional insured.

13. Section 37, Subcontracts, add the following subparagraph:

(f). The Contractor will submit completed copies of HUD Form 2516 identifying all subcontractors and suppliers subcontracted in the amount of \$10,000 or more. HUD Form 2516 can be obtained from [www.hud.gov](http://www.hud.gov). Contractors will submit completed HUD Form 2516 to MDHA at the pre-construction meeting.

14. Section 38. Insert - The MDHA has established a goal of 20% Diversity Business Enterprise participation on this project. Bidders will utilize Forms 2001, 2002 and 2003 to indicate efforts to achieve this goal. DBE Form 2001 will be completed in its entirety indicating efforts to contact DBEs to determine interest in bidding. DBE Form 2002 will be completed if bidding as a Joint Venture. If not bidding as a Joint Venture, submit DBE Form 2002 with bid indicating "Not Applicable". DBE Form 2003 will be completed in its entirety and included with the bid indicating DBEs to be utilized as subcontractors or suppliers for this project. DBE Form 2003 will be completed in its entirety and Bidders will not be allowed to make changes to this document after the bid process. Bidders will be required to submit DBE Form 2004 at the pre-construction meeting for each DBE listed on DBE Form 2003. Efforts indicated on these forms will be part of the evaluation process to determine the most responsive and responsible bid. DBE Form 2005 will be submitted when a Change Order has been approved indicating the Change Order affected any or all DBEs subcontract amounts. DBE Form 2006 will be completed in its entirety and submitted with each pay application.

15. The Metropolitan Development and Housing Agency (MDHA) prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The Agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the basis of non-merit reasons. To file a complaint of discrimination write or call:

Brent Grubb, Contracting Officer  
712 South Sixth Street  
Nashville, TN 37206  
P: (615) 252-8423

**END OF SUPPLEMENTAL CONDITIONS**

# 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

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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", or "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

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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

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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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 no wise 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 \$ \_\_\_\_\_ [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 \$ \_\_\_\_\_ [Contracting Officer insert amount]

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

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

### 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).

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

- (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



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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.

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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.

**FAIR EMPLOYMENT PRACTICE STATEMENT AFFIDAVIT**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

After being first duly sworn according to the law, the undersigned (Affiant) states that he/she is

\_\_\_\_\_ (TITLE) of \_\_\_\_\_

(Contractor) and that by its employment policy, standards, and practices, the Contractor does not subscribe to any personnel policy which permits discrimination or harassment against any qualified employee or job applicant in regard to hiring, promotion, demotion, employment, dismissal, or other terms and conditions of employment due to an employee's or applicant's protected class in violation of applicable federal law or the laws of the State of Tennessee.

Any further Affiant sayeth not.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Type/ Print Name**

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

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

Tennessee Contractor's license Law and  
Rules and Regulations

Title 62 is hereby incorporated by reference and copies may be obtained at MDHA.

## 1. MDHA DIVERSITY BUSINESS ENTERPRISE PROGRAM

The Metropolitan Development and Housing Agency (MDHA) has established a Diversity Business Enterprise (DBE) Program to enhance the participation of minority, women and small business enterprise firms in the Agency's contracting and purchasing activities. The DBE Program is being implemented to increase utilization of minority, women and small businesses and to provide these businesses greater economic opportunity. MDHA's Construction Department is responsible for the Diversity Business Program Administration.

In support of this program, we require architectural/engineering firms, contractors and their subcontractors and other lower-tier subcontractors, vendors and suppliers, who do business with Metropolitan Development and Housing Agency to adopt similar policies. Businesses bidding or proposing on procurements are required to comply with the provisions of the DBE Program. MDHA prohibits discrimination against any person, business or organization in pursuit of its procurement opportunities on the basis of race, color, sex, religion, disability or national origin. MDHA will conduct its contracting and purchasing programs so as to prevent any discrimination and to resolve all allegations of discrimination.

## 2. Diversity Business Enterprise Policy

It is the policy of MDHA to assist minority, women and small business enterprise firms in their aspirations of viability and growth, which support a more stable economic community. To this extent, we join with community agencies and organizations that support these businesses to create greater opportunities for these entrepreneurs in the attainment of mutually beneficial social and economic objectives. Minority, women and small business enterprise firms will be given the maximum practicable opportunity, consistent with efficient performance, to compete for and participate in contracts, subcontracts, purchase orders and other procurement activities.

**3. Definitions For Determining Minority, Women And Small-Owned Firms.** The guidelines for determining minority, women and small-owned firms are defined as follows:

“**MINORITY**” means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- *f* Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- *f* Asian American (a person having origins in any of the original peoples of the Far East. Southeast
- *f* Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

“**MINORITY BUSINESS ENTERPRISE**” shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority

individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.



**SMALL BUSINESS ENTERPRISE AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;**

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in it's field of operation.
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
  1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
  2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
  3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);

4. Not to be owned, controlled, or directed by individuals or groups of individuals who own, control or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

\*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

Minority, women and small-owned firms are required to provide proof of their eligibility in accordance with these guidelines.

#### **4. Utilization of Diversity Business Enterprise Firms**

In order to provide minority, women and small businesses equal opportunity to participate in MDHA's procurements, A/E's and contractors bidding or proposing on Agency procurements are required to solicit the services of minority, women and small business firms. A/E's, and contractors who are awarded contracts, or purchase orders, along with their subcontractors, and other lower-tier subcontractors must commit to utilize Diversity Business Enterprise firms as part of their contractual obligation.

##### **a. Diversity Business Enterprise Program Compliance Forms**

To be considered a responsive bidder or proposer, Diversity Business Enterprise forms 2001, 2002, and 2003 must be completed in its entirety and submitted with the bid/or proposal.

#### **5. MDHA Diversity Business Goal**

A goal of 20% Diversity Business Participation has been established for this project. Contractors will submit with their bid DBE Form 2001 indicating efforts to utilize DBE contractors, DBE Form 2002 if joint venturing with a DBE business and DBE Form 2003 showing commitment to meet established goal and indicating type of work and dollar amount for each DBE business.

#### **6. Program Questions/Information**

Questions regarding the DBE Program and requests for information should be directed to: Metropolitan Development and Housing Agency's Diversity Business Coordinator, Diane Baseheart, 712 South Sixth Street, Nashville, Tennessee 37206, (615) 252-8434 or [dbaseheart@nashville-mdha.org](mailto:dbaseheart@nashville-mdha.org).

**7. MDHA DBE Directory**

To assist Contractors in obtaining the DBE goal for this project, Contractors are encouraged to visit the MDHA Website at [www.nashville-mdha.org/diversity-business-enterprise-program/](http://www.nashville-mdha.org/diversity-business-enterprise-program/). For more information regarding the MDHA DBE program, Contractors are invited to contact Diane Baseheart at (615) 252-8434 or by email [dbaseheart@nashville-mdha.org](mailto:dbaseheart@nashville-mdha.org).

**FORM 2001**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
DIVERSITY BUSINESS ENTERPRISE EQUAL OPPORTUNITY SOLICITATION CERTIFICATION**

COMPANY NAME:	ADDRESS/TELEPHONE:
PROJECT NAME:	DATE FORM SUBMITTED:

**IMPORTANT - THIS FORM MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH BID OR PROPOSAL**

*Please list the name(s) of Minority (M) Women (W) and Small (S) Business Enterprise Firms contacted, and their responses to the above procurement package. If additional space is required, this form may be duplicated.*

Name/Address	Type of Business M/W/S	Type of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. letter, phone, fax)	Response to Solicitation (i.e. interested, not interested, no response)	Company Representative	Telephone/Fax Number

It is hereby certified that the following Diversity Business Enterprise firms were contacted and offered an opportunity to bid or propose on the above procurement. We further certify that the above statements are a true account of Diversity Business Enterprise firm's response to our solicitation.

Company Representative (Name/Title/Signature)	Date
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**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY DIVERSITY BUSINESS  
ENTERPRISE PROGRAM JOINT VENTURE AGREEMENT IMPORTANT - THIS  
DOCUMENT MUST BE SUBMITTED WITH BID OR PROPOSAL**

<b>COMPANY NAME:</b>	<b>COMPLETE ADDRESS/TELEPHONE:</b>
<b>PROJECT NAME:</b>	<b>DATE FORM SUBMITTED:</b>

*Please note: Completion of this form is only required when the Bidder/Proposer enters into a joint venture agreement with a Diversity Business Enterprise Firm.  
Please indicate N/A if the Bidder/Proposer is not a Joint Venture.*

**A. PRIMARY PARTY OF JOINT VENTURE:**

<b>Company Name, Complete Address and Phone Number</b>          Percentage of Joint Venture <input style="width: 50px; height: 20px;" type="text"/>	<b>Diversity Business Enterprise Status: (Check appropriate block)</b> Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business <input type="checkbox"/>
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**PRIMARY PARTY'S TOTAL CONTRIBUTIONS**

<b>Total Cash: \$</b>	<b>Bond Percentage:</b>	
<b>Equipment</b>	<b>Total Cost</b>	<b>Cost</b>

**B. SECONDARY PARTY OF JOINT VENTURE:**

<b>Company Name, Complete Address and Phone Number</b>          Percentage of Joint Venture <input style="width: 50px; height: 20px;" type="text"/>	<b>Diversity Business Enterprise Status: (Check appropriate block)</b> Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business <input type="checkbox"/>
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**SECONDARY PARTY'S TOTAL CONTRIBUTIONS**

<b>Total Cash: \$</b>	<b>Bond Percentage:</b>	
<b>Equipment</b>	<b>Total Cost</b>	<b>Cost</b>

Please attach copy of Joint Venture Agreement and all pertinent information.

**FORM 2003**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY DIVERSITY BUSINESS  
ENTERPRISE (DBE) PROPOSED UTILIZATION PLAN IMPORTANT - THIS DOCUMENT  
MUST BE SUBMITTED WITH THE BID OR PROPOSAL**

<b>COMPANY NAME:</b>	<b>COMPLETE ADDRESS AND PHONE NUMBER:</b>
<b>PROJECT NAME:</b>	<b>DATE FORM SUBMITTED:</b>

The above named company proposes to use the services of the following listed DBE firms. This form may be duplicated if additional space is needed.

**Fill in below if above named company is a certified DBE company and will be self-performing on the project**

DBE NAME/ADDRESS/TELEPHONE	(Please Indicate Status)			Certifying Agency	Type of Work	DBE DOLLARS	DBE %
	MBE	WBE	SBE				
<b>MBE Dollars/Percentage:</b>	\$						
<b>WBE Dollars/Percentage:</b>	\$						
<b>SBE Dollars/Percentage:</b>	\$						
<b>Total DBE Dollars/Percentage</b>							

**Signature/Title:**

**FORM 2004**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
STATEMENT OF INTENT TO UTILIZE DIVERSITY BUSINESS ENTERPRISE FIRMS**

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT COMPLIANCE OFFICER PRIOR TO CONTRACT AWARD**

<b>COMPANY NAME:</b>	<b>COMPLETE ADDRESS/TELEPHONE:</b>
<b>PROJECT NAME:</b>	<b>DATE FORM SUBMITTED:</b>

\_\_\_\_\_ agrees to perform work on the above project as (check one):  
*( Name of DBE Subcontractor or Supplier)*

\_\_\_\_\_ will enter into a formal agreement for the work with \_\_\_\_\_  
*(Name of DBE Subcontractor or Supplier)* A/E or Contractor

conditioned upon the company executing a contract with the MDHA. \_\_\_\_\_ will submit to MDHA proof of  
 \_\_\_\_\_  
 A/E or Contractor

any purchase orders awarded and/or subcontract agreements entered into with the above named DBE Subcontractor/Supplier as documentation of utilization of DBE firms.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/ PURCHASE ORDER PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE

**CONTRACTOR REPRESENTATIVE SIGNATURE, TITLE & DATE**

**DIVERSITY BUSINESS ENTERPRISE FIRM REPRESENTATIVE SIGNATURE, TITLE & DATE**

**FORM 2005**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
CHANGES TO THE DIVERSITY BUSINESS ENTERPRISE UTILIZATION PLAN**

<b>COMPANY NAME:</b>		<b>COMPLETE ADDRESS/TELEPHONE:</b>		
<b>PROJECT NAME:</b>		<b>DATE FORM SUBMITTED:</b>		
SUBMIT THIS FORM WHEN A CHANGE ORDER WILL AFFECT DBE SUBCONTRACTS (ADDITIVE OR DEDUCTIVE)				
<b>DBE NAME ADDRESS &amp; PHONE</b>	<b>TYPE OF WORK</b>	<b>DBE DOLLARS</b>	<b>DBE %</b>	<b>REASON FOR CHANGE</b>
<b>MBE Dollars/Percentage:</b>	\$		%	
<b>WBE Dollars/Percentage:</b>	\$		%	
<b>SBE Dollars/Percentage:</b>	\$		%	
<b>TOTAL DBE DOLLARS &amp; PERCENTAGE:</b>				
<b>Contractor Signature/Title:</b>				
<b>Date:</b>				



**METROPOLITAN DEVELOPMENT HOUSING AGENCY  
 DIVERSITY BUSINESS ENTERPRISE MONTHLY UTILIZATION REPORT  
 RECORD OF PAYMENTS TO DIVERSITY BUSINESS ENTERPRISE FIRMS**

\*\*\*\*PLEASE NOTE: THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

COMPANY NAME: \_\_\_\_\_ COMPLETE ADDRESS/TELEPHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PAY APPLICATION#: \_\_\_\_\_

DBE NAME, ADDRESS & TELEPHONE	Description of Work	MBE Dollars	SBE Dollars	WBE Dollars	Dollars DueThis Period	Total Dollars Paid To-Date	% Of Work Completed	Scheduled Start Date	Scheduled End Date
	Dollars Awarded								
	% of Current Contract								
				TOTAL MBE/SBE/WBE DOLLARS DUE					
					TOTAL MBE/SBE/WBE DOLLARS PAID TO-DATE				

*The undersigned swears that the foregoing statements and information recorded above is correct, and that each of the representations herein set forth is true. "Any misrepresentation will be grounds for termination of contract and for initiating actions under Federal or State laws concerning false statements."*

Name of Company Representative: \_\_\_\_\_ TITLE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**HUD SECTION 3  
BIDDER CERTIFICATION AND COMPLIANCE AGREEMENT**

**The bidder represents and certifies as part of its bid/offer the following:**

**[ ] Is a Section 3 Business concern in accordance with HUD Act of 1968 (12 U.S.C.1701u) (Section 3) Part 135. A Section 3 Business concern means a business concern:**

1. That is 51% or more owned by Section 3 Residents(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

**[ ] Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken:**

1. By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
2. By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable developments(s) owned and managed by the Housing Authority.
3. By providing written notice to all known Section 3 business concern of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
4. By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
5. By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
6. By conducting workshops on contracting procedures and specific contacting opportunities in a timely manner so that Section 3 concerns can take advantage of contracting opportunities.
7. By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, financing, insurance, etc.
8. Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
9. By developing and utilizing a list of eligible Section 3 business concerns.
10. By actively supporting and undertaking joint ventures with Section 3 businesses.
11. By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
12. By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
13. By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
14. By arranging interviews and conducting interviews on the job site.
15. By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hire for employment opportunities.

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

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

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

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Work sequence.
- D. Owner occupancy.
- E. Specification Conventions.

##### 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes:
  - 1. Reroofing five (5) buildings, including replacing deteriorated 1" x 6" wood decking.
    - a. 3 D Type Buildings
    - b. 2 C Type Buildings
  - 2. Install 192 new security doors in the buildings shown on the site plan at the end of this Section.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

##### 1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
  - 1. Owner occupancy.
- B. Access to Site: Limited to areas designated by Owner.
- C. Work: Limited to areas noted in Scope of Work.
- D. Time Restrictions for Performing Work: 7:30 am until 4:00 pm, Monday thru Friday, excluding holidays, unless otherwise approved by Owner.

##### 1.4 WORK SEQUENCE

- A. Construct Work so as to accommodate Owner's occupancy requirements during construction period; coordinate construction schedule and operations with Owner.

## 1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's use of property and Facility.
- C. Schedule the Work to accommodate Owner occupancy.

## 1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

## 1.7 PROJECT INFORMATION

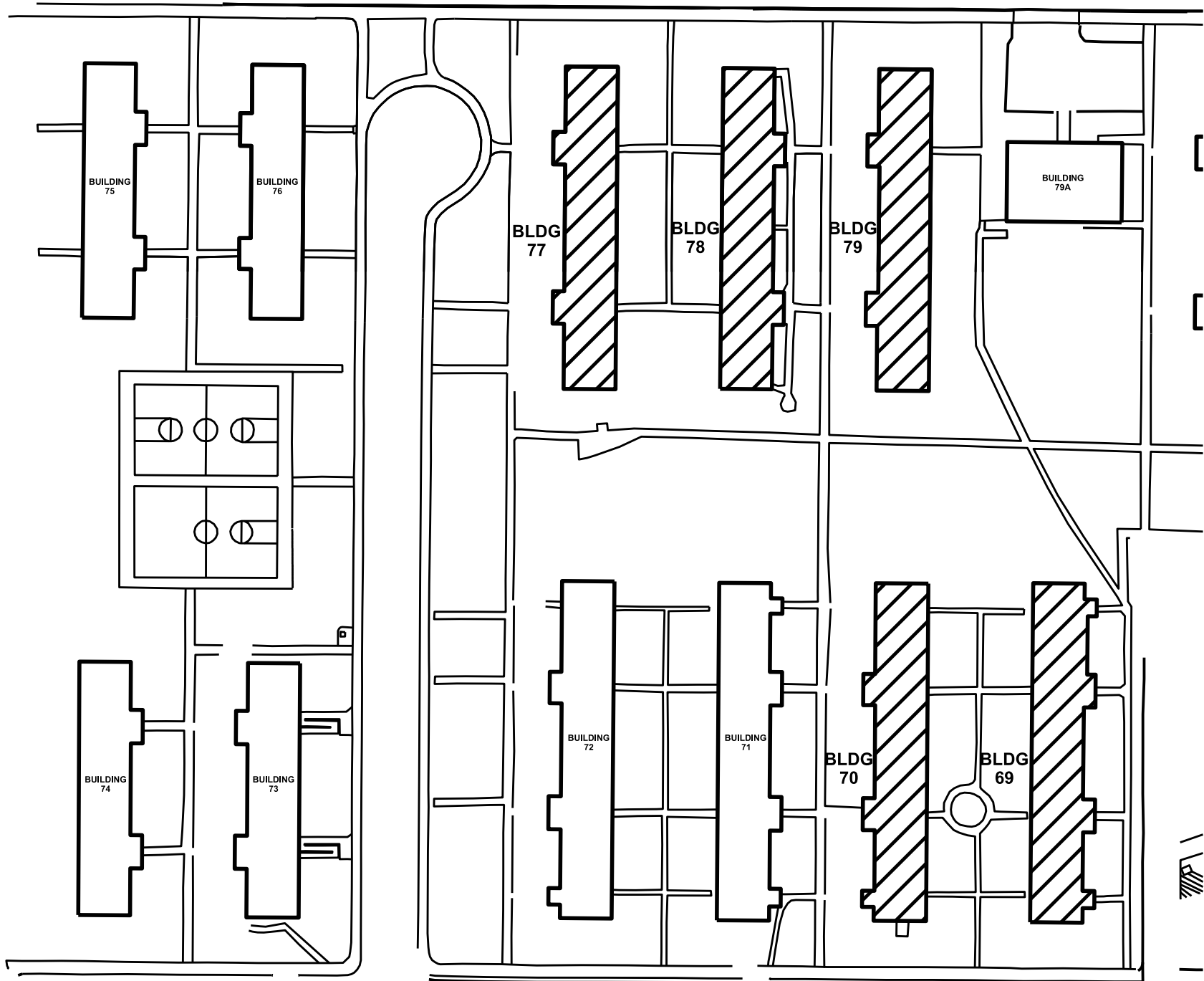
- A. See "site plan" following the end of this section, showing the location of the buildings to be reroofed,
  - 1. Buildings shown hatched are designated to be reroofed.
- B. See "site plan" following the end of this section, showing the location of the buildings in which the security doors are to be placed, unless otherwise noted.
  - 1. All buildings; 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

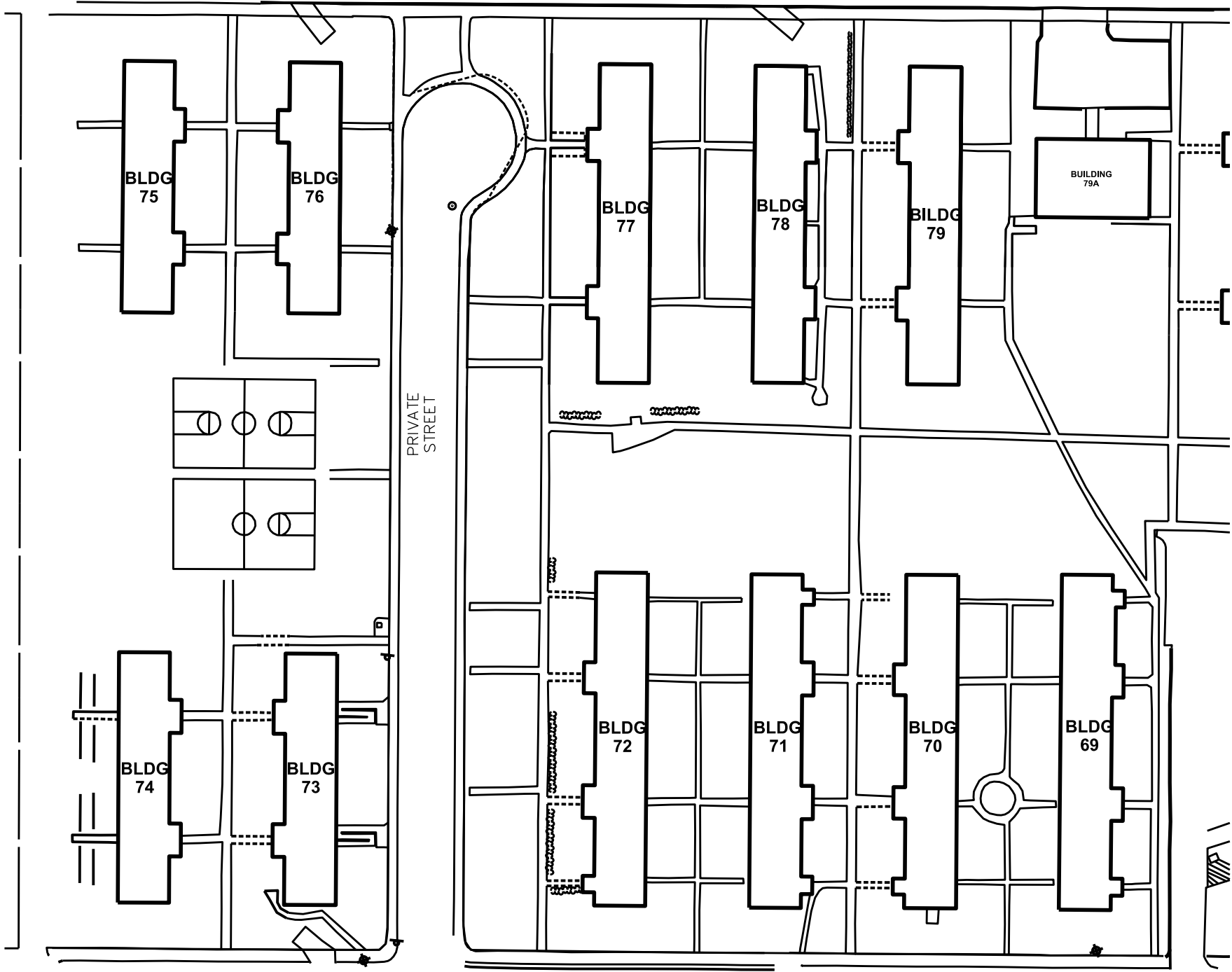
S 8th Street



S 7th Street

POSSIBLE

S 8TH ST



S 7TH ST

POSSIBLE

## SECTION 01 20 00

### PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Schedule of Amounts.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.

##### 1.2 SCHEDULE OF AMOUNTS

- A. Reference Supplemental Conditions to HUD General Conditions 5370 - Form HUD-5370 (1/2014).
- B. Submit three (3) original signed Schedule of Amounts for Contract Payments within 10 calendar days from award of contract.
- C. Format: Utilize Form HUD-51000 (1/2014).
- D. Reference Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs.

##### 1.3 APPLICATIONS FOR PAYMENT

- A. Reference Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs.
- B. Submit four (4) original signed Applications for Payment on forms provided by or acceptable to the Owner and in accordance with FORM HUD 5370.
- C. Content and Format: Utilize Schedule of Amounts for listing items in Application for Payment.
- D. Submit updated construction schedule with each Application for Payment.
- E. Payment Period: Submit at intervals stipulated in the Agreement.
- F. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.

##### 1.4 CHANGE PROCEDURES

- A. Reference Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs.

- B. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- C. The Architect may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within ten (10) days.
- D. Contractor may propose changes by submitting a request for change to Architect and Owner, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation. Document requested substitutions in accordance with Section 01 60 00 - Product Requirements.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- F. Construction Change Directive: Reference Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs. Architect may issue directive instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- H. Change Order Forms: Reference Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- J. Correlation Of Contractor Submittals:
  1. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  2. Promptly enter changes in Project Record Documents.

#### 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price reduced 50 percent at discretion of Architect and/or Owner.



- D. Defective Work will be partially repaired to instructions of Architect and/or Owner, and unit sum/price will be adjusted to new sum/price reduced 50 percent at discretion of Architect and/or Owner.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect and/or Owner to assess defects and identify payment adjustments is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01 26 20

WEATHER DELAYS

PART 1 GENERAL

1.1 EXTENSIONS OF CONTRACT TIME

- A. If the basis exists for an extension of time due to adverse weather, an extension of time may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.3 ADVERSE WEATHER and WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - 1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
  - 2. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
  - 3. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified
  - 4. Sustained wind in excess of twenty-five (25) m.p.h.
  - 5. Standing snow in excess of one inch (1.00")

- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
  - 1. for rain days above the standard baseline;
  - 2. only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,
  - 3. at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Architect.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

#### 1.4 DOCUMENTATION and SUBMITTALS

- A. WEATHER DELAY REPORT: Use a copy of Section 01 26 25 as a Weather Delay Report, indicating for each calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions. Mark the column for the general cause; and, under "Specifics", indicate corresponding measurement of precipitation, temperature, wind, or other influencing factors, and the construction activity that was scheduled and delayed. At the end of the month, add up the number of days delay, subtract the baseline number given in Section 01 26 20, and show the resulting claimable days. Submit a copy of the completed report with the next application for payment and with subsequent claim for time extension. Claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required in accordance with this paragraph.
- B. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- C. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Architect at beginning of project.
- D. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- E. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Article 31 – Disputes, of the General Conditions for Construction Contracts – Public Housing Programs.
- F. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of Article 28 of the General Conditions for Construction Contracts, and the applicable General Requirements.

END OF SECTION

SECTION 01 26 25

WEATHER DELAY REPORT

Project Name: Cayce 5-4 Roof and Security Door Replacements Nashville, Tennessee 37206	Month and Year reported below
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Day of Month	"X" if Work delayed by this cause				See Section 01 26 20 for instructions on use of this form Specifics
	Precip	Temp	Wind	Dry-out	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
	Total number of days this month with delay due to weather				
	Baseline number from Section 01 26 20				
	Total – Baseline = claimable days				



SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Pre-installation meetings.
- F. Cutting and patching.
- G. Special procedures.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Form HUD-5369 (10/2002) - Instructions to Bidders for Contracts – Public and Indian Housing Programs.
- B. Modifications to HUD 5369 Form - Form HUD-5369 (10/2002)
- C. Modifications to HUD 5369 Form - Form HUD-5369-A (10/2002) –
- D. Form HUD-5369-A (11/92) – Representations, Certifications, and Other Statements of Bidders
- E. Supplemental Conditions to HUD General Conditions – Form HUD 5370
- F. Form HUD-5370 (1/2014) – General Conditions for Construction Contracts – Public Housing Programs.
- G. Section 01 33 00 – Submittal Procedures.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling and Work to ensure efficient and orderly sequence of installation.

1.4 PRECONSTRUCTION MEETING

- A. Reference Form HUD-5369 (1/2002) – General Conditions, Form HUD 5370.
- B. Attendance Required: Owner, Architect, and Contractor.

- C. Agenda:
  - 1. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 2. Designation of personnel representing parties in Contract, and Architect.
  - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 4. Scheduling.
- D. Architect shall record minutes and distribute copies within two days after meeting to participants, with one copy to Contractor, Owner, and those affected by decisions made.

#### 1.5 SITE MOBILIZATION MEETING

- A. Architect will schedule meeting at Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect, Contractor, Contractor's Superintendent.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Schedules.
  - 5. Application for payment procedures.
  - 6. Procedures for maintaining record documents.
  - 7. Inspection and acceptance of Work installed during construction period.
- D. Architect shall record minutes and distribute copies within two days after meeting to participants, with one copy to Contractor and Owner.

#### 1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum biweekly (every two weeks) intervals.
- B. Attendance Required: Job superintendent, Owner, Architect and Engineer.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Maintenance of quality and work standards.
  - 11. Effect of proposed changes on progress schedule and coordination.
  - 12. Other business relating to Work.



- D. Architect shall record minutes and distribute copies within two days after meeting to participants, with one copy to Contractor, Owner, and those affected by decisions made.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.

### 3.2 SPECIAL PROCEDURES

- A. Remove debris and abandoned items from area.
- B. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

END OF SECTION



SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Design data.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Erection drawings.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Form HUD-5370 (1/2014) – General Conditions, Form HUD 5370.
- B. Section 01 30 00 – Administrative Requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect accepted form.
- B. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Schedule submittals to expedite Project, and deliver to Architect at business address.
- D. For each submittal for review, allow 15 work days excluding delivery time to and from Contractor.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- F. Allow space on submittals for Contractor, Architect, and Owner review stamps.
- G. When revised for resubmission, identify changes made since previous submission.

- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- I. Submittals not requested will not be recognized or processed.

#### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Reference Form HUD-5370 (1/2014) – General Conditions, Form HUD 5370.

#### 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three copies.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.6 SHOP DRAWINGS

- A. Reference Form HUD-5370 (1/2014) – General Conditions, Form HUD 5370.
- B. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- C. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.7 SAMPLES

- A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.

- E. Submit number of samples specified in individual specification sections; Architect will retain one sample and Owner will retain one sample.
- F. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.8 DESIGN DATA

- A. Submit for Architect's knowledge as contract administrator and for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 CERTIFICATES

- A. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- B. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect for delivery to Owner.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION



SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Mock-up
- E. Examination.

1.2 RELATED DOCUMENTS

- A. Form HUD-5370 (1/2014) – General Conditions Form HUD 5370.

1.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## 1.5 REFERENCES

- A. For products or workmanship specified by association, trade or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

## 1.6 MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified components.
- B. Accepted mock-up shall be comparison standard for remaining Work.
- C. Mock-up accepted by Owner and Architect may remain in place

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing site conditions are acceptable for subsequent Work. Beginning Work means acceptance of existing conditions.

END OF SECTION



## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Vehicular access.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Security.

##### 1.2 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

##### 1.3 VEHICULAR ACCESS

- A. Maintain unimpeded access for emergency vehicles.
- B. Maintain access to fire hydrants and control valves free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Use designated existing on-site roads for construction traffic.

##### 1.4 PARKING

- A. Coordinate parking arrangements with Owner.
  - 1. Parking on unpaved areas not permitted
- B. When site space is not adequate, arrange for additional off-site parking.
- C. Coordinate use of existing on-site driveways used for construction traffic is permitted.
- D. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of construction equipment, products, mud, snow, and ice.
- E. Removal, Repair:
  - 1. Remove temporary materials and construction at Substantial Completion.

2. Repair existing facilities and yards damaged by use, to original condition.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.

1.6 BARRIERS

- A. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.7 SECURITY

- A. Restrictions:
  - 1. Do no work on days indicated in Owner-Contractor Agreement.

1.8 ERECTION LOCATION OF TEMPORARY UTILITIES, FACILITIES AND CONTROLS

- A. Erection location of temporary utilities, facilities, and controls shall be as directed by Owner.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Reference Form HUD-5370 (1/2014) – General Conditions Form HUD 5370.
- B. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 RELATED SECTIONS

- A. Document – General Conditions, Form HUD 5370.
- B. Section 01 62 32: Substitution Request Form.

1.3 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

## 1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, establishes the standard of quality or description. Any substitution shall be equal to or greater than.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

## 1.7 PRODUCT SUBSTITUTION PROCEDURES

- A. Request for substitutions shall be submitted to Architect on the form exhibited as Section 01 62 32, or in a similar format which provides the same or more information. Substitute products shall not be ordered and shall not be installed without written approval or acceptance from Architect. Contractor assumes all risks associated with premature ordering and installation of substitute products.
- B. To request pre-bid approval of substitutions, data required by Architect for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.
- C. Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.
- D. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors which were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.
- E. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- F. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- G. A request constitutes a representation that Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner and/or Architect for review or redesign services associated with re-approval by authorities having jurisdiction.

- H. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- I. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  - 3. Architect will notify Contractor in writing of decision to accept or reject request.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

Not Used.

END OF SECTION



SECTION 01 62 32  
SUBSTITUTION REQUEST FORM

To:		Project:
Attn:		
Specified Item:		Proposed Substitute:

1. The following are attached (Mark all that apply):  
 **Complete Description**    **Catalog**  
 **Laboratory Tests**                       **Spec Data**
  
2. This substitution will have the following effects on dimensions, gauges, weights, etc.:
  
3. This substitution will have the following effects on wiring, piping, ductwork, etc.:
  
4. This substitution will have the following effects on other trades:
  
5. This substitution will have the following effect on construction Schedules:
  
6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:
  
7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):  
 **the same**    **different (if different, explain below)**
  
8. Information on the availability of maintenance services and replacement materials for proposed substitute(s) is provided on an attached sheet if applicable. This attachment is:  
 **attached**    **not applicable**

9. Names, addresses, and phone numbers of fabricators and suppliers for proposed substitute(s) are provided on an attached sheet if applicable. This attachment is:  
 **attached**  **not applicable**

10. If the proposed substitution is accepted, it will result in:  
 **no cost impact**  **a cost increase of**  
 **a cost decrease of**  
(If change in cost is indicated, itemization on specified Cost Itemization Form is attached)

11. License fees or royalties are pending on the proposed substitute.  
 **No**  **Yes** (if yes, explain below)

12. The undersigned or the firm represented shall pay for additional studies, investigations, submittals, redesign, and analysis by the Architect necessitated by this substitution request.

**Note:** Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

**Submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Sign here: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
type or print: \_\_\_\_\_

**for:**  
Name of firm: \_\_\_\_\_

**Address:**  
Street address: \_\_\_\_\_  
and mailing address: \_\_\_\_\_  
if different: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

**Architect's Review Comments:**  
 **Accepted**  **Rejected**  
 **Accepted as noted**  **Rejected (received too late)**  
 **Rejected (submittal incomplete)**

**Additional comments:**

**For the Architect/Engineer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature: \_\_\_\_\_



## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Operation and maintenance data.
- E. Manual for materials and finishes.
- F. Product warranties and product bonds.

##### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Provide submittals to Architect.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

##### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces affected by Work of Contract.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

##### 1.4 OPERATION AND MAINTENANCE DATA

- A. Submit three (3) sets of data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable cloth covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder.
  - 1. Add date on outside of manual. Use Substantial Completion date.

1.5 MANUAL FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

1.6 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Submit prior to final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 07 31 13  
ASPHALT SHINGLES

PART 1 GENERAL

1.1 SUMMARY

- A. Work includes reroofing five two-story multifamily buildings by tearing-off two layers of shingle roofing, replacing deteriorated 1" x 6" board decking and installing asphalt singles with synthetic underlayment as described herein.,
- B. Section Includes:
  - 1. Asphalt shingles.
  - 2. Underlayment.
  - 3. Metal flashings and accessories.
  - 4. Wood Decking (1" x 6")

1.2 SUBMITTALS

- A. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern; for color and texture selection.
- B. Submit under provisions of Section 01 30 00.
- C. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
- D. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- E. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
  - 1. ASTM E 108/UL 790 Class A Fire Resistance
  - 2. ASTM D 3161/D 7158/UL 997 Wind Resistance.
  - 3. ASTM D 3462

1.3 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the asphalt shingle manufacturer.
- B. Pre-Installation Meeting – Conduct a pre-installation meeting at the site prior to commencing work of this section: Require attendance of entities directly concerned with roof installation. Agenda will include:

1. Installation methods and manufacturer's requirements and recommendations
  2. Safety procedures
  3. Availability of roofing materials.
  4. Preparation and approval of substrate and penetrations through roof.
  5. Other items related to successful execution of work.
  6. Product Compliance – Verify that products conform with all requirements specified by local Authority Having Jurisdiction (AHJ).
- C. Roof Covering Fire Classification: Minimum Class A when tested in accordance with ASTM E108 or UL 790.
- D. Apply label from agency approved by authority having jurisdiction to identify each roof assembly component.
- E. Perform Work in accordance with local Public Work's standard.
- 1.4 DELIVERY, STORAGE, AND HANDLING
- A. Store Products in manufacturer's unopened packaging until ready for installation.
  - B. Store and dispose of solvent-based materials and materials used with solvent based materials in accordance with requirements of Authorities Having Jurisdiction.
  - C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.
- 1.4 ENVIRONMENTAL REQUIREMENTS
- A. Do not install shingles when ambient air temperatures are below 45 degrees F.
  - B. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's limits.
- 1.5 WARRANTY
- A. Manufacturer's Warranty: Furnish shingle manufacturer's lifetime limited warranty.
  - B. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect for Ten Years after completion of application of shingles:
- 1.6 EXTRA MATERIALS
- A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.
  - B. Supply 300 sq ft of extra shingles of each color specified.

## PART 2 PRODUCTS

### 2.1 ASPHALT SHINGLES

- A. Manufacturers:
  - 1. Certain Teed Corporation's Landmark Shingle; color; Weathered Wood, or equal.
  - 2. Substitutions: Permitted in accordance with Section 01 60 00.
- B. Asphalt Shingles: ASTM D3018, Class A, Type I - Self Sealing; glass fiber mat base, mineral granule surface type; 225 lb/100 sq ft weight; laminated overlay type; color and texture as selected by Architect and Owner.

### 2.2 COMPONENTS

- A. Underlayment: ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment designed for use on roof decks as a water-resistant layer beneath asphalt shingles, wood shingles, and shakes, metal shingles or slate.

### 2.3 ACCESSORIES

- A. Nails: ASTM F1667; standard round wire roofing nails hot dipped galvanized steel type, minimum 0.105 inch diameter shank, minimum 0.375 inch diameter head; of sufficient length to penetrate 3/4 inch into roof sheathing.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II
- C. Flashing Materials:
  - 1. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
- D. Bituminous Paint: Acid and alkali resistant type; color to be selected by Architect and Owner.
- E. Pipe Boots: Replace existing pipe boots with neoprene boots.

### 2.4 FABRICATION

- A. Form flashings to match existing profiles to protect roofing materials from physical damage and shed water.
- B. Form eave edge and gable edge flashing to extend minimum 2 inches onto roof and minimum 0.25 inches below sheathing.
- C. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- D. Hem exposed edges of flashings minimum 1/4 inch on underside.
- E. Apply bituminous paint on concealed surfaces of flashings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- B. Verify deck surfaces are dry, free of ridges, warps, or voids.

### 3.2 PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under ice dam membrane [and underlayment].

### 3.3 INSTALLATION

- A. Underlayment Installation:
  - 1. Roof Slopes between 2:12 and 4:12 – Use of Diamond Deck Synthetic Roofing Underlayment. Follow manufacturer's printed instructions for low slope application of this product. Do not use staples on this product.
  - 2. Install underlayment in accordance with manufacturer's instructions. Nail underlayment overlap at 36 inches on center.
  - 3. Weather lap and seal items projecting through or mounted on roof watertight with plastic cement.
- B. Metal Flashing and Accessories Installation:
  - 1. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
  - 2. Secure in place with nails. Conceal fastenings.
  - 3. Flash and seal Work weather tight, projecting through or mounted on roofing with plastic cement.
- C. Asphalt Shingles Installation:
  - 1. Install shingles in accordance with manufacturer's instructions for product type and application specified.

### 3.4 FIELD QUALITY CONTROL

- A. Visual inspection of the work will be provided by Owner. If conditions are unacceptable, Owner will notify the Architect.

END OF SECTION

## SECTION 08 11 69

### METAL SECURITY DOORS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Contractor shall provide all labor, materials and accessories necessary for the fabrication and installation of the ten (10) picket welded steel door defined.

##### 1.2 SECTION INCLUDES

- A. Steel security doors and frames.
- B. Operating hardware.

##### 1.3 RELATED SECTIONS

- A. MDHA Front-end Documents

##### 1.4 REFERENCES

- A. ASTM A123 / A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products covers the requirements for galvanizing by the hot-dip process on iron and steel products made from rolled, pressed, and forged shapes, castings, plates, bars, and strips.
- B. ASTM D7803 - Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Powder Coating
- C. ASTM C920 - (2018) Standard Specification for Elastomeric Joint Sealants

##### 1.5 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures.
- B. Shop Drawings:
  - 1. Show elevations of storm door units, full-size section, thicknesses and gages of material, finish and color, fastenings, methods of anchorage, size and spacing of anchors, method of glazing, locations of operating hardware, method and material for weatherstripping, method of attaching plexiglass panels, details of installation, and connections with other work.
- C. Samples: Submit one complete door unit for approval. Label the sample for identification and, if approved, forward to the site. Samples in good condition may be installed if clearly identified and the locations are recorded. Do not remove identification and approval marks until final acceptance.
- D. Submit Manufacturer's Installation and Maintenance Instructions.

## 1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual door locations. Owner (2) copies and Architect (1) copy. Accurately record the location of transplanted bushes (provide before and after digital images.)
- B. Technical and Maintenance Data: Submit two (2) copies to the Owner and one (1) copy to the Architect.

## 1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with State, Municipal, and Federal Standards as appropriate and as a minimum requirement.

## 1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum ten (10) years documented experience.
- B. Contractor: Company specializing in performing work of this section with minimum 5-years' experience and approved by manufacturer. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

## 1.9 MOCK-UP

- A. Section 01 40 00 - Quality Requirements: Mock-up requirements.
- B. Install one (1) security door complete with all components described herein for review and acceptance of Work.
- C. Install in a location in which the existing opening is out of square and not acceptable for the installation of the security door without the necessary corrections to render the opening acceptable for the Contractor to proceed with the installation of the new security door.
- D. Approved mock-up may remain in place if approved by the Owner and Architect.

## 1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to the project site in undamaged condition, store out of contact with the ground under weathertight covering, and protect against damage. Do not install damaged units. Replace damaged units with new units.
- B. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

## 1.11 PRODUCT WARRANTY

- A. One-year Limited Manufacturer Warranty on parts and defects



- B. Five-year structural warranty on welding and defects.

## PART 2 PRODUCTS

### 2.1 METAL SECURITY DOORS

- A. Manufacturers (Basis of Design):
  - 1. ACI Supply, Product No. 2021 (or equal); Nashville, TN, (615) 242-8882
  - 2. Substitutions: Permitted in accordance with Section 01 60 00.

### 2.2 COMPONENTS:

- A. Door Frames:
  - 1. Expander type, regular Z-bar as required to suit actual conditions at the door openings.
- B. Door Stiles and Rails, Frame Sections and Pickets:
  - 1. Steel security doors shall be of roll formed tubular lock seam steel sections consisting of 0.065 inch thick 16 gage, powder coated, hot-dipped galvanized steel not less than one inch deep by 2 inches face dimension with mitered corners and edge brazed.
  - 2. Pickets shall have roll formed tubular lock seam steel sections not less than ½" x ½" face dimensions, and 0.065 inch nominal wall thickness.
  - 3. Parts formed from hot-dipped galvanized steel shall be powder coated.
- C. Lockbox: Provide Heavy-duty Double-Hole lockbox with 2-3/8 inch backset.
- D. Sealant:
  - 1. Elastomeric type, ASTM C920, Type S or M, Grade NS, Class 12.5, Use NT, Color as selected by the Architect and Owner. Sealant shall have been tested and approved for use with aluminum, steel, and wood.
- E. Hardware:
  - 1. Hinge: Two 7" "H" butterfly with nylon thrust bearings.
  - 2. Closer: Adjustable, spring loaded, hydraulic cylinder with hold open feature.
  - 3. Stop: Storm chain with spring safety cushion.
  - 4. Weatherstripping: Full perimeter resilient type, with drop sill sweep for full width of door leaf, fitted into bottom rail.
- F. Glazing Track: Aluminum extrusions, single track for plexiglass panes.
  - 1. Provide pan head, rust resistant fasteners.
- G. Glass Panels:
  - 1. Provide clear tempered float glass panels not less than 1/8" thick.

### 2.3 DOOR HARDWARE

- A. Manufacturers:
  - 1. Schlage Lock Co. or equal
  - 2. Substitutions: Section 01 60 00 - Product Requirements.

## HARDWARE SET NO. 03

FOR USE ON SECURITY DOORS:

EACH TO HAVE:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	PASSAGE SET	F10 LAT	606	SCH
1	EA	DOOR BOLT	B560	606	SCH
1	EA	BALANCE OF HARDWARE BY DOOR MANUFACUTER			

KEY ALIKE TO MDHA MAINTENANCE KEY

### 2.4 FINISHES

- A. Manufacturer's 10 year warrantied finish shall be provided.
- B. Color to be selected from manufacturer's full range of colors by Owner.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Contractor is required to obtain accurate dimensions of existing openings prior to fabricating doors.
- B. Contractor is required to repair, modify and otherwise rework existing openings to accept the installation of new frame and door.
- C. Thoroughly clean, repair, sand, prep and paint surfaces to which storm door frames will be applied.

### 3.2 INSTALLATION

- A. Installation:
  - 1. Install square, in a true plane, level, plumb, in alignment with adjacent construction, and in accordance with manufacturer's printed directions.
- B. Sealants:
  - 1. Apply bed of sealant to mating surface of door frame before installation.
- C. Fastening:
  - 1. Attach units with panhead screws of adequate dimensions for the particular installation.
- D. Accurately fit door frame to opening and adjust door for proper operation before securing.

### 3.3 ADJUSTING

- A. Adjust position to ensure door to frame gap of 1/16 inch maximum.

B. Adjust operable parts for smooth operation.

#### 3.4 CLEANING

A. After installation, clean exposed surfaces to remove foreign matter and surface blemishes. Remove damaged units and units which cannot be cleaned satisfactorily and provide new units.

B. The contractor shall clean the jobsite of excess materials.

END OF SECTION



## SECTION 09 90 00

### PAINTING AND COATING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes surface preparation and field application of paints, stains, varnishes, and other coatings.
- B. Paint only new wood and disturbed areas
- C. Finish all exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory-finished.
  - 2. Items indicated to receive other finishes.
  - 3. Glass.

##### 1.2 SUBMITTALS

- A. Product Data: Submit data on finishing products including VOC content
- B. Samples: Submit two paper chip samples, 8 ½ x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

##### 1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

##### 1.4 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
  - 1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

##### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 PAINTS AND COATINGS

- A. Manufacturers:
  - 1. Sherwin Williams- Basis of Color
  - 2. PPG Paints- Basis of Design
  - 3. Substitutions: Section 01 60 00 – Product Requirements.

### 2.2 COMPONENTS

- A. Coatings: Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve finishes specified.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate conditions are ready to receive Work.

### 3.2 PREPARATION

- A. Correct minor defects and clean surfaces affecting work of this section.

### 3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

### 3.4 APPLICATION

- A. Paint only new wood and disturbed areas
- B. Sand wood surfaces lightly between coats to achieve required finish.
- C. Where clear finishes are required, tint fillers to match wood.
- D. Prime concealed surfaces of exterior woodwork with primer paint.
- E. Cleaning: As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

### 3.5 SCHEDULE - EXTERIOR SURFACES

- A. Wood - Transparent:
  - 1. Filler coat (for open grained wood only).
  - 2. One coat: PPG 17-921 PPG Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer

3. Two coats: PPG PittTech Plus 90-1310 Series or PPG Break-Through!  
Interior/Exterior Water-Borne Acrylic Satin
- B. Previously Painted Surfaces:
1. One coat acrylic primer: PPG 17-921 Seal Grip Int/Ext 100% Acrylic  
Universal Primer
  2. Two coats: PPG PittTech Plus 90-1310 Series or PPG Break-Through!  
Interior/Exterior Water-Borne Acrylic Satin

### 3.6 SCHEDULE – COLORS

- A. All painted surfaces, unless otherwise noted:
1. Colors to be selected by Architect from the PPG Choice of Color  
collection.

END OF SECTION

