BIRD and KAMBACK
architects llc

PROJECT MANUAL
including Specifications
for

GUTTER AND FASCIA REPAIRS TO HHA CENTRAL OFFICE

HUNTSVILLE HOUSING AUTHORITY

HUNTSVILLE, ALABAMA

State of Alabama
Darryl Bird
3985
08-27-15
Registered Architect

PROJECT NO: 1489

DATE: August 27, 2015

SET NO.:

304A Franklin Street
Huntsville, AL 35801
Phone 256 536 1160
Fax 256 536 1460
www.bkarchitects.com

TABLE OF CONTENTS

DIVISION 0 - FORMS AND CONTRACTS

00100	Legal Advertisement – IFB No. 2015-06
HHA-IFB	IFB Information For Bids (IFB) Summary
HHA – FOB	FORM OF BID (ATTACHMENT A)
WMBE	PROFILE OF FIRM FORM (ATTACHMENT B)
HUD-5369-A	Representations, Certifications, and other Statements of Bidders; Public and Indian Housing Programs (Attachment C)
00110	BID FORM
HUD-5370	General Contract Conditions for Construction Contracts – Public Housing Program (Attachment D)
HUD-5369	Instructions to Bidders for Contracts; Public and Indian Housing Programs (Attachment E)
HUD-92010	Equal Employment Opportunity Certification (Attachment F)
HUD-50070	Certification for a Drug Free Workplace (Attachment G)
HHA-S3UP	HHA – Section 3 Utilization Plan (Attachment H)
HHA-SEBP	HHA – Certification for Business Concerns Seeking Section 3 Business Preference (Attachment I)
HHA-ITBC	HHA – Instructions to Bidders & Contractors, Construction (Attachment J)
HHA-AGMT	HHA – Sample Agreement between Huntsville Housing Authority and Contractor (Attachment K)
HUD-4010	Federal Labor Standards Provisions (Attachment L)
HUD-2530	Previous Participation Certification
00200	INSTRUCTIONS TO BIDDERS
00210	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00801	SUPPLEMENTARY GENERAL CONDITIONS
	24 CFR 135 – SECTION 3
	Section 3 Clause
AL109	Davis Bacon Wage Determination – State of Alabama
WH347	U.S. Department of Labor Payroll Log
HUD-51000	Schedule of Amounts for Contract Payments
HUD-51001	Periodic Estimate for Partial Payment
HUD-51002	Schedule of Change Orders
HUD-51003	Schedule of Materials Stored (to support Partial Payment Form)
HUD-51004	Schedule of Materials Stored (to summarize value of materials)
ABC C-14	Form of Advertisement for Completion
HUD-5372	Construction Progress Schedule

DIVISION 1 - GENERAL DATA

01010	SUMMARY OF WORK
01011	INCIDENTAL WORK
01012	GUARANTEES
01080	CODES AND STANDARDS
01270	UNIT PRICES
01300	MATERIALS AND SUBMITTALS
01305	ADMINISTRATIVE REQUIREMENTS
01500	TEMPORARY FACILITIES
01600	MATERIALS DELIVERY, STORAGE AND HANDLING
01605	PRODUCTS & SUBSTITUTIONS
01701	PROJECT CLOSEOUT
01710	CLEANING

DIVISION 2 - SITEWORK
02480 LANDSCAPING
02630 PRE-SLOPED CHANNEL DRAIN SYSTEM

DIVISION 3 - CONCRETE
03310 CONCRETE WALKS, CURBS AND GUTTERS

DIVISION 4 - MASONRY
04211 BRICK MASONRY CLEANING

DIVISION 5 - METALS
NOT USED

DIVISION 6 - WOOD AND PLASTICS
06101 ROUGH CARPENTRY
06200 FINISH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
07250 EXTERIOR INSULATION AND FINISH SYSTEM
07251 EXTERIOR INSULATION AND FINISH SYSTEM CLEANING
07468 METAL FASCIA
07636 FLASHING, GUTTERS & DOWNSPOUTS
07640 MANUFACTURED DOWNSPOUT ADAPTERS
07900 CAULKING AND SEALANT

DIVISION 8 - DOORS AND WINDOWS
08615 CLAD WINDOW UNITS

DIVISION 9 - FINISHES
09900 PAINTING

DIVISION 10 - SPECIALTIES
NOT USED

DIVISION 11 - EQUIPMENT
NOT USED

DIVISION 12 - FURNISHINGS
NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION
NOT USED

DIVISION 14 - CONVEYING SYSTEMS
NOT USED

DIVISION 15 - MECHANICAL
NOT USED

DIVISION 16 - ELECTRICAL
NOT USED

LEGAL ADVERTISEMENT
HUNTSVILLE HOUSING AUTHORITY
INVITATION FOR BIDS (IFB) NO. 2015-06
GUTTER AND FASCIA REPAIRS TO HHA CENTRAL OFFICE

Huntsville Housing Authority (HHA) is issuing an Invitation for Bids (IFB) to interested, qualified contractors to provide labor, materials, and equipment for Gutter and Fascia Repairs to HHA Central Office, Huntsville, Alabama.

A pre-bid meeting for the Gutter and Fascia Repairs to HHA Main Office is scheduled for September 10, 2015 at 10:00 A.M. CST at the HHA Central Office located at 200 Washington Street, Huntsville, Alabama, 35801.

Separate, sealed bids to provide this service will be received at 200 Washington Street, Huntsville, Al 35801 until 2:00 P.M. CST, September 29, 2015. Bid documents are available through National Association of Housing and Development Officials (NAHRO) E-Procurement, by accessing the following website: https://nahro.economicengine.com/requests.html?company id=978

HHA reserves the right to reject any/or all bids, make the determinate as to what is equal to the specifications, or to waive any informality, and to accept any proposal, which, in its opinion, may be in the best interest of HHA.

HUNTSVILLE HOUSING AUTHORITY
MICHAEL O. LUNDY, EXECUTIVE DIRECTOR/CEO
August 30, September 2, 6, 9, 2015

HHA – INFORMATION FOR BIDS (IFB) SUMMARY

INDEX

Section	*Description*	*Page*
I	IFB INFORMATION AT A GLANCE	1-2
II	INTRODUCTION	2
III	HHA RESERVATION OF RIGHTS	3
IV	GENERAL CONDITIONS	3-5
V	TECHNICAL SPECIFICATIONS	5
VI	GENERAL SPECIFICATIONS	5
A	Tabbed Bid Submittal	6-7
B	Bid Submittal Binding Method	7
C	Bid Submission	8
D	Bidder's Responsibilities--Contact With the Architect	8
E	Bidder's Responsibilities-Equal Employment	9-10
F	Pre-bid Meeting	10-11
G	Recap of Attachments	11
VII	BID EVALUATION	11-12
VIII	CONTRACT AWARD	12-13

I. IFB INFORMATION AT A GLANCE

IFB NO. 2015-06 Gutter and Fascia Repairs to HHA Central Office **BIRD & KAMBACK ARCHITECT CONTACT INFORMATION** **HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON**	**DARRYL BIRD, ARCHITECT** **Telephone: (256) 536-1160** **Email: bird@bkarchitects.com and** **cc: John Cline at jcline@bkarchitects.com and Cheryl Joyner, at cjoyner@bkarchitects.com** **Ms. Angela Lee-Duncan, Procurement Officer** **Email: aduncan@huntsvillehousing.org** **Telephone: (256) 532-5676 Fax: (256) 533-6344** **TDD: 1-800-545-1833, Ext. 903**
TITLE	Invitation for Bids (IFB) for Gutter and Fascia Repairs to HHA Central Office
DATE ISSUED	**August 27, 2015**
PRE-BID MEETING	A **pre-bid meeting** will be held for all potential Offerors on September 10, 2015 at 10:00 a.m.**,** at Huntsville Housing Authority, Central Office, located at 200 Washington Street, Huntsville, Alabama 35801. Attendance at this meeting is not mandatory but all potential Offerors are **strongly** encouraged to attend.

DESCRIPTION OF SERVICES	In compliance with 24 CFR § 85.36, Huntsville Housing Authority is seeking bids from interested qualified companies to provide all labor, materials and equipment to provide gutter and fascia repairs to HHA Central Office.
BID SUBMITTAL RETURN & DEADLINE	Sealed Bid are due at the following location: Facsimile copies **will not** be accepted! Huntsville Housing Authority 200 Washington Street Huntsville, AL 35810 The envelope must have the following notation on the bottom left-hand corner **"IFB 2015-06 Gutter and Fascia Repairs to HHA Central Office, September 29, 2015, 2:00 p.m.-Enclosed."** **CAUTION: LATE SUBMISSION WILL BE HANDLED IN ACCORDANCE WITH THE PROVISIONS IN THE INSTRUCTIONS TO BIDDERS.**

Please note that all bids will be retained by HHA for three (3) years from the date of the award for audit purposes.

HHA reserves the right to reject any and/or all bids, or to waive any informalities in the bids received. Submissions received after the deadline will not be considered. An Offeror submitting a late bid shall be so notified. All material submitted in the bid becomes the property of HHA and will not be returned.

Deadline for Written Questions: All questions pertaining to this Invitation for Bids (IFB) must be submitted in writing no later than **4:00 p.m., September 24, 2015**. Written questions may be submitted by email, to the Project Architect, Darryl Bird (bird@bkarchitects.com) and copied to the Project Manager, John Cline (jcline@bkarchitects.com) or by fax to (256) 536-1460. Bird & Kamback will only respond to written questions and only be bound by its response to written questions. Bird & Kamback **will not** be bound by any oral answers or interpretations of the Invitation for Bids.

In order to maintain a fair and impartial competitive process, it is the responsibility of the proposer to address all communication and correspondence pertaining to this IFB to Bird & Kamback Architects. All questions pertaining to this Invitation for Bids (IFB) must be submitted in writing. Oral communications are discouraged. Neither the Architect nor HHA **will** be bound by any oral answers or interpretations of the IFB.

Please do not attempt to query HHA personnel or members of its Board of Commissioners regarding this IFB.

II. INTRODUCTION

Huntsville Housing Authority (hereinafter, "HHA") is a quasi-municipal corporation authorized by the State of Alabama, Madison County, to operate in the City of Huntsville, Alabama. HHA is not an agency of the City of Huntsville. HHA is governed by a five-member Board of Commissioners (Board) that is appointed by the Mayor and serves staggered five-year terms. The Board is the policy-making body of HHA.

Currently, HHA owns and/or administers 17 individual Asset Management Projects (AMPs), comprised of 1,709 public housing units. In addition, HHA administers 1,554 Section 8/Housing Choice Vouchers, 42 Shelter Plus Care (SPC) sponsor-based vouchers, and approximately 10 tenant-based SPC vouches.

In compliance with 24 CFR § 85.36 and in keeping with its mandate to provide efficient and effective services, HHA is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to HHA. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

III. HHA RESERVATION OF RIGHTS

A. HHA reserves the right to reject any or all bids, to waive any informalities in the bid process, or to terminate the bid process at any time, if deemed by HHA to be in its best interests.

B. HHA reserves the right not to award a contract pursuant to this IFB, to award by individual service, group of services, or as a total, whichever is deemed most advantageous to HHA.

C. HHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful Contractor.

D. HHA reserves the right to determine the days, hours and locations that the Contractor shall provide the services called for in this IFB.

E. HHA reserves the right to negotiate the fees proposed by the Contractor.

F. HHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.

H. HHA shall have no obligation to compensate any Contractor, for any costs incurred in responding to this IFB.

I. HHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids with the written consent of the HHA Contracting Officer (CO).

IV. GENERAL CONDITIONS

1. **Payment and Performance Bond.** The bidder agrees to provide HHA with a satisfactory payment and performance bond executed by the bidder and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than one hundred percent (100%) of the bid amount. The bond will be the original, certified copy and will be submitted by the successful bidder prior to execution of the contract.

2. **Bid Bond.** The bidder agrees to provide HHA with a cashier's check or bank draft, payable to HHA, or a satisfactory performance bond executed by the bidder and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than five percent (5%) of the bid amount. The original, certified copy of the bid bond must be submitted with the bid.

3. **Licensing.** Contractor will be licensed by the State Licensing Board of General Contractors of Alabama as required by Title 34-8-1 of the 1975 Code of Alabama**. Contractor must submit proof of licensing with bid.** Bidders not submitting license with bid may be deemed nonresponsive.

4. **Permits.** Contractor shall secure, maintain and pay all permits, fees and licenses necessary for the proper execution and completion of work.

5. **Cleaning.** The Contractor shall, on a daily basis, keep the premises clean and clear of debris resulting from his/her contract work and the work of any and all subcontractors.

6. **Subcontracting.** HHA encourages the participation of minority and women owned business's. The Contractor will make every effort to utilize minority and women owned subcontractors in work performed under this contract. The Contractor will be asked to submit a list of subcontractors to be used in the performance of this contract. HHA has established goals in minority and women owned business participation in its contracts. Information provided by the contractor assists HHA in monitoring its progress toward the realization of its goal. All subcontractors must be approved by HHA in advance.

7. **Resident Participation.** HHA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to pos job opportunities in the Management Office of the communities where the work is to be performed. The Contractor will be asked to report the hiring of any residents to assist HHA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.

8. **Non-Discrimination Clause.** Contractors shall not discriminate in their hiring and promotion practices on the grounds of race, color, creed, national origin, or sex.

9. **Security.** The Contractor shall protect and secure all materials and construction, and shall assume full responsibility for loss, theft, vandalism and any other damage for the duration of the contract.

10. **Warranty.** The Contractor warrants that work performed conforms to bid requirements, including specifications and these general conditions. All work is guaranteed to be free of defect in equipment, material or workmanship, for a period of one (1) year, beginning with the date that performance is complete and accepted by HHA.

11. **Disclaimer.** For the existing contract period, the HHA will assume NO responsibility for vandalism, theft, fire and/or personal injury claims arising from or relating, to the work to be performed. Extreme caution and safety must be exercised by the Contractor at all times to protect the work area to eliminate accidents occurring at the work site. The Contractor shall provide HHA with proof of liability insurance.

12. **Prevailing Salaries or Wages:** Contractor shall provide weekly payroll records, personnel records and documents, and other records and/or documents that may be used to verify Contractor's compliance with U.S. Department of Housing and Urban Development, Office of Labor Relations, Maintenance Wage Rage Determination. Contractor shall pay all laborers and mechanics employed under this contract in accordance with the Davis-Bacon Wages Rates

13. **E-Verify Affidavit.** U.S. Law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with E-verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal

Work Authorization Program throughout the contract period. This form is attached to this IFB. The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.

14. **Section 3 Compliance.** Huntsville Housing Authority works diligently to comply with the requirements of the Department of Housing and Urban Development's (HUD) Section 3 regulation (24 CFR Part 135). Consistent with 24 CFR Part 135, as a recipient of HUD funding, HHA requires fulfillment of Section 3 obligations on all contracts that make use of that assistance. These policies are implemented regardless of the contract amount or whether it is designated as construction. HHA works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low income persons. In doing so, the HHA utilizes Section 3 as a means of

promoting its mission of offering supportive services that foster stability and self-sufficiency. HHA will provide a listing of qualified Section 3 Businesses upon request.

V. TECHNICAL SPECIFICATIONS

Exhibit 1 gives a detailed description of requirement in providing labor, materials and equipment to made ready to use 200 Washington Street.

VI. GENERAL SPECIFICATIONS

A. General Specifications

1. Contractor must supply warranty information on all products and services.

2. All installations should be completed in a reasonable time. Refer to *Bid Form* for completion time. Please supply work dates and keystones for completion of project, after contract is awarded.

3. Contractor shall be responsible for all damage done by his equipment and personnel. Any damage shall be reported immediately to the Architect and the Project Manager, so, if necessary, a work order may be issued and cost is billed back to the contractor for payment.

4. Contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The contractor shall remove and transport from the site all trash, debris, scrap, waste, and other materials resulting from the contract service.

5. Contractor must list contacts in regards to all customer service inquires.

6. Responsive bidder must supply all storage facilities and incur any cost associated.

7. Building Codes:

   - The contractor shall perform all the work in accordance with all applicable federal, state and local building codes

   - No portion of this specification shall be construed to direct the contractor to perform in a manner contradictory to building codes.

   - New components and materials specified shall be installed per manufacturer's recommendations and all local and state building codes.

   - If required, all permits shall be posted in a secured location, near the work.

A. Tabbed Bid Submittal:

1. **Tabbed Bid Submittal:** So that the HHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HHA has published herein or has issued by addendum.

Tab No.	Description
1	**Form of Bid:** This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2	**Profile of Firm Form:** The Profile of Firm Form is attached hereto to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3	**Bid Form and Bid Bond or Cashier's Check**
4	**Proposed Services:** As more fully detailed within ***Technical Specifications,*** of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages):
	The **bidder's Demonstrated Understanding of** the HHA's Requirements.
	The bidder's **Technical Approach** (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed Work Plan to provide the required services.
	The bidder's **Technical Capabilities** (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
	The bidder's **Demonstrated Experience** in performing similar work and the bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
	If appropriate, how staff are retained, screened, trained and monitored;
	The proposed quality control program;
	An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
5	**Managerial Capacity/Financial Viability:** The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.

6	**Client Information:** The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
	The client's name;
	The client's contact name;
	The client's telephone number;
	A brief description and scope of the service(s) and the dates the services were provided;
7	**Form HUD-92010 (08/06) Equal Employment Opportunity:** The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy. **E-Verify Affidavit-** U.S. Law requires companies to employ only individuals who may legally work in the United States
8	**Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs:** This Form is attached hereto to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
9	**Form HUD-50070 Certification for a Drug-Free Workplace-**Form Attached
10	**Section 3 Utilization Plan-**Form Attached
11	**Subcontractor/Joint Venture Information (Optional Item):** The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
12	**Section 3 Business Preference Documentation (Optional Item):** For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment to this IFB and any documentation required by that form. –Form Attached
13	**Other Information (Optional Item):** The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HHA in its evaluation.

If no information is to be placed under any of the above noted tabs (especially the **"optional"** tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or 'THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

B. **Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittals in such a manner that HHA can, if needed, remove the binding (i.e.. "comb-type;' etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

C. **Bid Submission:** All bids must be submitted and time-stamped received in the designated HHA's office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of **1 original with signature shall be placed unfolded in a sealed package and addressed to:**

Huntsville Housing Authority
200 Washington Street
Huntsville, Alabama 35801

The package exterior must clearly denote the **IFB** number and must have the proposer's name and return address. *Bids received after the published deadline will not be accepted.*

1. **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HHA by the proposer, such may invalidate that bid. If, after accepting such a bid, HHA decides that any such entry has not changed the intent of the bid that HHA intended to receive, HHA may accept the bid and the bid shall be considered by HHA as if those additional marks, notations or requirements were not entered on such.

2. **Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HHA, including the IFB document, and the documents listed within the IFB, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of HHA requirements contained within the documents may cause that proposer to not be considered for award.

D. **Bidders's Responsibilities--Contact with Bird & Kamback Architectural Firm:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this IFB process to the Architectural Firm only. Proposers must not make inquiry or communicate with any HHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for HHA to not consider a bid submittal received from any proposer who may has not abided by this directive.

1. **Addenda:** All questions and requests for information must be addressed in writing to the Architect. The Architect will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the Architect will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between HHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the Architect —it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the Architect may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Architect may more fairly respond to all prospective proposers in writing by addendum.

E. **Bidders's Responsibilities—Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and HHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

1. Within **24 CFR 85.36(e)** it states:

a) (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

b) (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

c) (2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

2. Within **HUD Procurement Handbook 7460.8 REV 2** it states:

a) Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, HHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in HHA contracting.

b) Section 15.5.B, Goals. The HHA is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3. Within our **Agency Procurement Policy** it states that our Agency will:

a) Assistance to Small and Other Business, Required Efforts:

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

b) Requirements. Accordingly, please see Paragraph V. Bid Format, Tab 6 regarding Equal Employment Opportunity which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

F. Pre-Bid Meeting: If a scheduled pre-bid meeting is identified on Page 3 of this document is held, it is pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference HHA will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the PO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, HHA ***will not*** distribute at this meeting any copies of the IFB documents.

1. General Directions to the Pre-bid Meeting*:*

- **I-565 West to Huntsville, AL**
- Travel to Exit 19-C (Washington Street, Jefferson Street, Downtown – Left turn lane)
- Travel over I-565 straight – continue on to Jefferson Street Exit
- Continue straight 1 block (pass thru intersection of Holmes Street)
- Turn Left Clinton Avenue West
- Travel 1 block West to Washington Street
- Turn Left on Washington Street

- Travel 1 block North on Washington Street to the corner of Washington Street and Holmes Avenue
- HHA Administrative Office (200 Washington St. and Holmes Ave.)

(Gray 2-story building with blue roof and shutters)

G. Recap of Attachments. It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Attachment	Attachment Description
	This IFB Document
A	Form of Bid
B	Profile of Firm Form
C	Form HUD-5369-A (11/92), *Representations, Certifications, and Statements of Bidders*
D	form HUD-5370 *General Conditions for Construction Contracts-Public Housing Programs*
E	form HUD-5369 (8/93), *Instructions to Bidders for Contracts*
F	Form HUD 92010 *Equal Employment Opportunity Certification*
G	Form HUD 50070 *Certification of a Drug-Free Work Place*
H	Huntsville Housing Authority – *Section 3 Utilization Plan*
I	Huntsville Housing Authority-*Certification for Business Concerns Seeking Section 3 Business Preference*
J	HHA *Supplemental Instructions To Proposers & Contractors (SIPC)*
K	HHA Sample Contract Form *(please note that this contract and any noted appendices are being given as a sample only—the HHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HHA feels it is in its best interests to do so)*
L	Form HUD 4010 *Federal Labor Standards Provisions*

VII. BID EVALUATION:

A. Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HHA will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369. HHA reserves the right to, as determined by the HHA, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.

B. Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

C. Responsive Evaluation: After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HHA in a timely manner (in any case, in no less than 10 days after such determination is made).

D. **Responsible Evaluation:** The HHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HHA the required services). If the HHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HHA may proceed with award. If the HHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HHA in a timely; in such case the HHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than $20,000), it is possible that the HA may take such contract award to the HHA Board of Commissioners (Board) for approval of the award prior to executing a contract with the apparent successful bidder.

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

VIII. CONTRACT AWARD:

A. **Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

B. **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HHA, including an agreement to execute the attached Sample Contract form." The contract clauses already attached as form HUD 5370 Attachment also apply. Accordingly, the HHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

C. **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HHA pursuant to this IFB:

Contract Form: The HHA will not execute a contract on the successful bidder's form--contracts will only be executed on the HHA form (please see the Sample Contract and Attachment form HUD 5370), and by submitting a bid the successful bidder agrees to do so (please note that the HHA reserves the right to amend this form as the HHA deems necessary). However, the HHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the HHA to do so; but the failure of the HHA to include such clauses does not give the successful bidder the right to refuse to execute the HHA's contract form. It is the responsibility of each prospective bidder to notify the HHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the HHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

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

E. **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.

F. **Contract Period:** The HHA anticipates that it will initially award a contract for the period of Ninety **(90) Days** unless an extension of time is authorized by HHA in writing.

G. **Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

a) **Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

b) **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $2,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

c) **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000.

d) **City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Huntsville, Alabama, the County of Madison, and/or the State of Alabama.
to contract execution).

H. **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

FORM OF BID
(Attachment A)

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer.

X=ITEM INCLUDED	TAB NO.	SUBMITTAL ITEMS
_____	**1**	Form of BID (Attachment A)
_____	**2**	Profile of Firm Form
_____	**3**	Bid Cost Form and Bond or Cashier's Check
_____	**4**	Proposed Services
	5	Managerial Capacity/Financial Viability
	6	Client Information
_____	**7**	Form HUD 92010-Equal Employment Opportunity
_____	**7**	E-Verify Affidavit
_____	**8**	Form HUD-5369-A-Representations, Certifications, and Statements…
_____	**9**	Form HUD-50070 Certification for a Drug-Free Workplace
_____	**10**	Section 3 Utilization Compliance Plan
_____	**11**	Subcontractor/Joint Venture Information (Optional Item)
_____	**12**	Section 3 Business Preference-(Optional) *if applicable*
_____	**13**	Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO_____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 12, which priority are you claiming? _____.

BIDDER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HHA discovers that any information entered herein to be false, such shall entitle HHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HHA, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HHA with the services described herein for the fee(s) entered within the areas provided within the noted form to this IFB.

_____ _____

Signature **Date**

_____

Printed Name

_____

Name of Company

ATTACHMENT B

PROFILE OF FIRM FORM

(This Form must be fully completed and placed in the proposal submittal.)

PRIME_____ SUB-CONTRACTOR_____

(This form must be completed by each by making addition copies if necessary)

(1) Name of Firm:_____

(2) Address, City, State, Zip:_____

(3) Telephone: _____ Fax:_____

Email:_____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%
☐ Public-Held Corporation _____%
☐ Government Agency _____%
☐ Non-Profit Organization _____%

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

☐ Resident-Owned _____%
☐ African American _____%
☐ Native American _____%
☐ Hispanic American _____%
☐ Asian/Pacific American _____%
☐ Asian/Indian American _____%

☐ Woman-Owned (MBE) _____%
☐ Woman-Owned (Caucasian) _____%
☐ Disabled Veteran _____%
☐ Other (Specify) _____%

WMBE Certification Number:_____

Certified by:_____ (Agency)

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Identify Principals/Partners in Firm (submit under Tab No. 3 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Federal Tax ID No. _____

(9) DUNNS No. _____

(10) Alabama Business License No. _____

(11) State of _____ License Type and No.: _____

(12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____

(13) Worker's Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date _____

(14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____

(15) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

(16) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

(17) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

(18) **Verification Statement**: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.

(19) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to $300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

_____ _____
Signature Date

_____ _____
Printed Name Title

ATTACHMENT C

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

Table of Contents

Clause		Page
1.	Certificate of Independent Price Determination	1
2.	Contingent Fee Representation and Agreement	1
3.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4.	Organizational Conflicts of Interest Certification	2
5.	Bidder's Certification of Eligibility	2
6.	Minimum Bid Acceptance Period	2
7.	Small, Minority, Women-Owned Business Concern Representation	2
8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
9.	Certification of Eligibility Under the Davis-Bacon Act	3
10.	Certification of Nonsegregated Facilities	3
11.	Clean Air and Water Certification	3
12.	Previous Participation Certificate	3
13.	Bidder's Signature	3

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)(l) 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)(l) 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 emp yee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

	Clause	Page		Clause	Page
1.	Definitions	2		**Administrative Requirements**	
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to Completion	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of Construction	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where " shown" " indicated", " detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
(2) Protect the lives, health, and safety of other persons;
(3) Prevent damage to property, materials, supplies, and equipment; and,
(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor 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 1 Year (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

The Contractor shall complete all work required on this contract within **150** 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 breakdown of the contract price. Such estimates shall be submitted not later than **30** days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____
Name:

_____
Title:

_____
Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

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

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

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $_200.00___Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

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

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

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

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ 1,000,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a 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 $ 50,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

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

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b)agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

(a) Minimum Wages.

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

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

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

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) Payrolls and basic records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

ATTACHMENT E

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Huntsville Housing Authority
Michael O. Lundy, Executive Director/CEO
P.O. Box 486
200 Washngton Street
Huntsville, AL 35804

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. **Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to 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 [X] 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.

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

ATTACHMENT F

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By (Sign and Print Name)
	Title & Date

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2)The contractor will 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

Certification for a Drug-Free Workplace

ATTACHMENT G

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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

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

Name of Authorized Official	Title

Signature	Date
X	

ATTACHMENT H

HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

Responding proposals should demonstrate compliance with the "greatest extent feasible"

Employment, Business and Training Opportunities of Low Income Huntsville Housing Authority Residents and Low Income Huntsville Area Residents

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: IFB 2015-06
SPECIFICATION OR RFP/IFB/RFQ TITLE: **Gutter and Fascia Repairs to HHA Central Office**

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 and HHA Section 3 Policy implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for Huntsville Housing Authority residents and low and very-low income Huntsville area residents during the term of the contract between the Contractor and HHA.

HHA's preference is to ensure that as many HHA residents as possible are employed. In an effort to further that requirement, HHA has created a preference structured as outlined in the Section 3 Policy. Contractors are required to comply with Section 3 by first considering Category I – Hiring. If the Contractor cannot meet its Section 3 requirement in Category I and needs to move to Category II or Category III, that contractor must document this inability to comply with the preference and the need to move to another category (such inability must be documented for moves within categories).

[ ] **Category I – Hiring**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # 2015-06 The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HHA Resident Hiring Requirements through his/her subcontractors.

Contact HHA's Department of Resident Services for resident referrals at 256/532-5624.

When Category I is selected, the Contractor shall complete the following table as instructed below.

(a) indicate each job title for all phases of this contract
(b) the number of positions which will be needed in each category
(c) how many of those positions are currently filled
(d) the number currently filled by low and very low-income HHA residents
(e) the number currently filled by Huntsville Area residents
(f) how many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(g) Low- Income HHA Residents (LIHHAR)
(h) Low-Income Huntsville Area Residents (LIHAR)

ATTACHMENT H

HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

Responding proposals should demonstrate compliance with the "greatest extent feasible"

	NUMBER OF POSITIONS					HIRING REQUIREMENT	
		CURRENTLY FILLED					
JOB TITLE (a)	NEEDED (b)	TOTAL (c)	LIHHAR (d)	LIHAR (e)	TO BE FILLED (f)	LIHHAR (g)	LIHAR (h)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

ATTACHMENT H

HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

Responding proposals should demonstrate compliance with the "greatest extent feasible"

[ ] Category II – Contracting

The Contractor has identified _____HHA resident- owned business(es) or _____Section 3 business(es) which is 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # IFB 2015-06

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors. It is the goal of HHA that 10% of all covered construction contracts and 3% of all covered non-construction contracts be awarded to Section 3 business concerns.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and the total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[ ] Category III – Other Economic Opportunities

Providing other economic opportunities to train and employ Section 3 residents, by providing part-time employment/job training programs – contractors may provide part-time work or paid training opportunities for HHA residents (especially on the job training). The hours of part-time work or training when converted to dollars must equal or exceed the threshold requirements stated above. **(Please include a detailed plan in your proposal)**

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of the form PRIOR to AWARD of a contract from the Huntsville Housing Authority.

The section below is to be completed by HHA's Section 3 Coordinator upon award of a contract

Attested to by:

_____

President or Authorized Officer (print)

Signature_____ **Date**_____

Acceptance/Approval By: _____

Section 3 Program Coordinator **Date**

ATTACHMENT H

HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

Responding proposals should demonstrate compliance with the "greatest extent feasible"

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

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 or 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 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 (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 Enterprise. 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).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.

Signature	**Date**
Printed Name	**Title**

ATTACHMENT I

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholder and % of each
☐ Latest Board minutes appointing officers
☐ Organization chart with names and titles and brief functional statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Additional documentation

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full time employees
☐ PHA Residential lease (less than 3 years from date of employment)
☐ List of all employees claiming Section 3 status
☐ Other evidence of Section 3 status (less than3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ Statement of ability to comply
☐ List of owned equipment
☐ List of all contracts for the past 2 years with public policy

Corporate Seal

_____ _____
Authorizing Name and Signature Notary

_____ My term expires: _____
Title

_____
Signature Date Printed Name

(Attachment I-*continued*)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

_____

_____

_____

_____

_____

_____

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID) DATE: _____

_____

Signature Date Printed Name

(Attachment I-*continued*)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

_____

Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE
(Attachment I-*continued*)

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

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 or 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 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 (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 Enterprise. 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).

ATTACHMENT J

Instructions To Bidders & Contractors, Construction (ITBC)

Table of Contents

Section	Description	Page
1.0	General Conditions	2
1.1	Applicability	2
1.2	Definitions	2
2.0	Conditions To Bid	3
2.1	Pre-qualification of Bidders	4
2.2	IFB Forms, Document Specifications and Drawings	4
2.3	Bid Preparation, Submission and Receipt by HHA	4
2.4	Exceptions to Specifications	6
2.5	Lump Sum Cost Breakdown (LSCB)	6
3.0	Bid Evaluation	6
3.1	Bid Opening Results	6
3.2	Award of Bid(s)	6
3.3	Rejection of Bids	6
3.4	Cancellation of Award	7
3.5	Mistake in Bid Submitted	7
3.6	Irregular Bid Submitted	7
3.7	Disqualification of Bidders	8
3.8	Burden of Proof	8
4.0	Right To Protest	9
4.1	Purpose	9
4.2	References	9
4.3	Procedure to Protest	9
4.4	Bid Protest	9
4.5	Award Protest	9
4.6	Protest Procedures	9
5.0	Disputed Billings (Charges)	11
5.1	Procedures	11
6.0	Required Permits	12
6.1	Taxes	12
6.2	Government Standards	12
6.3	Freight on Bill and Delivery	12
6.4	Communication	12
6.5	Work on HA Property	12
6.6	Estimated Quantities	12
6.7	Warranty	13
6.8	Official, Agent and Employees of HHA Not Personally Liable	13
6.9	Subcontractors	13
6.10	Salaries and Expenses Relating to the Successful Bidder's Employees	13
6.11	Attorney's Fees	13
6.12	Independent Contractor	13
6.13	Severability	13
6.14	Waiver of Breach	13
6.15	Time of the Essence	13
6.16	Official, Agent and Employees of HHA Not Personally Liable	13
6.17	Indemnity	14
6.18	Lobbying Certification	14
6.19	24 CFR 85.36(i), Procurement	15
6.20	Additional Federally Required Orders/Directives	18

1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITBC shall be applicable to all Invitation For Bids (IFB) solicitations that Huntsville Housing Authority (HHA) conducts and shall be applicable to any contract that HHA awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of these ITBC shall be made available to any actual or prospective bid, or contractor who does business with or intends to do business with HHA.

1.1.1 Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369 (10/2002); HUD-5369-A (11/92); and HUD-5370 (01/2013),the information within such HUD form(s) shall govern any other information issued, especially that issued within any HHA-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all IFB documents issued by HHA pertaining to this IFB, including the attachments and the ensuing contract)**:**

1.2.1 **"Contracting Officer"** when named within an IFB document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB document, such is referring to both the IFB documents and the ensuing contract document.

1.2.3 **"Contractor"** and the term "successful bidder" may be used interchangeably.

1.2.4 **"Days"** unless otherwise directed, shall refer to calendar days.

1.2.6 **"ED"** is HHA Executive Director.

1.2.8 **"HHA"** is Huntsville Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "HA" is used without clearly designating a responsible HA staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.

1.2.9 **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that HHA receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

1.2.10 **"Herein"** shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.

1.2.11 **Offer"** is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to HHA in response to the IFB.

1.2.12 **Offeror" or "Offerors"** are the bidder or bidders.

1.2.13 **"Parties" -** When "the parties," "both parties" or "either party" is stated within the IFB documents or the contract, such refers to HHA and the successful bidder(s).

1.2.14 **"Bid" and/or "Bid Submittal"** is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to HHA.

1.2.15 **"Protestant"** is a prospective bidder or bidder who feels that he/she has been treated inequitably by HHA and wishes HHA to correct the inequitable condition or situation. To be eligible to file a protest with HHA pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents).

1.2.16 **"Prospective Bidder" or "Bidder" -** A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective bidders as well as bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to bidders and not to all prospective bidders.

1.2.17 **"Invitation For Bids" (IFB)** is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.

1.2.18 **"IFB Document(s)" -** Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the nahro.economicengine.com Internet site (hereinafter, the "noted Internet System" or the "System), that HHA makes available to all prospective bidders wherein is detailed HHA's requirements.

1.2.19 **"Solicitation" or "Competitive Solicitation"** is the IFB process detailed herein.

2.0 CONDITIONS TO BID:

2.1 **Pre-Qualification of Bidders:** Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at HHA's discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2 IFB Forms, Documents, Specifications and Drawings:

2.2.1 It shall be each prospective bidder's responsibility to, prior to submitting a bid in response to the IFB, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this IFB.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 HHA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Bid Preparation, Submission and Receipt by HHA:

2.3.1 **Required Forms:** All required forms furnished by HHA as a part of the IFB document issued shall, as instructed, be fully completed and submitted by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must "edit" the form back to it's originally form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 **Manner of Submission:** The bid submittal shall be submitted in the manner detailed within the IFB document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of the CO, eliminate that bidder from consideration for award.

2.3.3 **Time for Receiving Bids:** Bids received prior to the time set as the deadline for the receipt by HHA of the bid submittal shall be securely kept, unopened, by HHA. The CO, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed Form HUD-5369-A (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.

2.3.3.1 Bidders are cautioned that any bid submittal that may be time-stamped as being received by HHA after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to HHA or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

2.3.4 **Public Opening of Bids:** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e. minimum compliance with the requirements of the IFB) and responsibility will be conducted by an HHA official in private after the public bid opening. Persons other than HHA staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they at inspect the bids until after award has been completed.

2.3.5 **Withdrawal of Bids:** Bids may be withdrawn as detailed Form HUD-5369-A (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

2.3.6 **Conflicting Conditions:** Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITBC, unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITBC, the provision in the IFB or contract document shall govern.

2.3.7 **Interpretations:** No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by HHA. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder, and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

2.4 Exceptions to Specifications:

2.4.1 A bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by HHA will be issued in writing within 5 days of receipt of such exception request. HHA reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements, or may reject the prospective bidder's request.

2.4.2 When taking exception, prospective bidders must bid services that meet the requirements of the IFB documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by HHA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

2.5.1 HHA reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all of the costs bided. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve HHA in two distinct areas:

2.5.1.1.1 **Prior to award of bids:** HHA may request a LSCB for any or all items reflected within the IFB document as "lump sum" for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After award:** HHA may request a LSCB for any or all items reflected within the IFB document as "lump sum" for the purpose of making partial payments to the successful bidder.

2.5.1.1.3 Under no circumstances, may any cost item reflected as "lump sum" be increased/decreased as a result of the LSCB analysis.

3.0 BID EVALUATION:

3.1 Bid Opening Results: It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, HHA will record all bids on a bid tabulation and make such tabulation available to any person upon request.

3.1.1 Bid documents submitted by the bidders shall not be a matter of public record until after award has been completed. HHA shall, however, upon request, verify that the bid documents submitted are/were acceptable.

3.2 Award of Bid(s): The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HHA, to the bests interests of HHA to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Bids:

3.3.1 HHA reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, HHA reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of HHA, the best interest of HHA will be promoted.

3.3.2 Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to HHA is not a right by

which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the IFB documents in the event HHA decides to consider an award to that bidder.

3.4 **Cancellation of Award:** HHA reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

3.5 **Mistake in Bid Submitted:**

3.5.1 A request for withdrawal of a bid due to a purported error need not be considered by HHA unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by HHA, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HHA retains the right to accept or reject any bid withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at HHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at HHA's discretion, be cause for rejection:

3.6.1 If the forms furnished by HHA are not used or are altered or if the bid costs are not submitted as required and where provided (especially within the noted Internet System).

3.6.2 If all requested completed attachments do not accompany the bid submitted.

3.6.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.

3.6.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from HHA's cost estimate for that item.

3.7 **Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:

3.7.1 Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or proposers for any future work of HHA until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by HHA within the bid documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for HHA or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of HHA, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of HHA.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by HHA) who will be employed by the successful bidder(s) to complete the work of the bid contract.

3.7.9 As required by the IFB documents, failure of the successful bidder to be properly licensed by the City of Huntsville and/or the State of Alabama and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of HHA.

3.8 **Burden of Proof:** If requested by HHA, it shall be the responsibility of the bidder(s) to furnish HHA with sufficient data or physical samples, within a specified time, so that HHA may determine if the goods or services offered conform to the Specifications.

4.0 PROCUREMENT PROTEST PROCEDURES:

The following protest procedures are the sole administrative remedy for protesting all HHA procurement actions.

4.1 Purpose: Disagreements over the award of a contract, referred to as protests, may occasionally arise between HHA and an offeror. Usually, the protester asserts that he/she should have received the contract award and alleges that HHA did not conduct the competition appropriately. While protests are commonly referred to as "bid protests," any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an interested party. The purpose of this process is to preserve the integrity and confidence in the HHA's procurement operations. "Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

4.2 References: These procedures have been established in accordance with:

- 24 CFR 85.36 - Procurement
- HUD Handbook 7460.8 REV 2 – Procurement Handbook for Public Housing Agencies dated 2/2007,
- HHA Procurement Policy.

4.3 General: It is HHA policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted.

4.4 Bid Protest: Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against an perceived impropriety within a solicitation must be received in writing before the due date for the receipt of bids or proposals.

4.5 Award Protest: Any protest against the award of a contract must be received within ten (10) calendar days of the date provided on the written notice of contract award from HHA, or the protest will not be considered. All bid protests shall be in writing. Protests must be received by 4:00 pm on the tenth calendar day. If the tenth calendar day falls on a weekend or holiday, the tenth day will be considered the next business day.

4.6 Protest Procedures:

4.6.1. Designation of Protest Official: All protests shall be submitted to the Contracting Officer who shall prepare a written decision. There will be an independent review of the written decision by the Executive Director prior to the written decision being issue. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

4.6.2. Filing Of Protests: All protests shall be sent by some form of certified mail or hand delivered to:

Procurement Officer
Huntsville Housing Authority
200 Washington St, NE,
Huntsville, AL 34801

4.6.3. Content Of Protest: Protesters are required to submit protests in writing, clearly stating the basis for their protest. Protests should include, at a minimum, the following information:

A. Name, address, and phone number(s) of the protester;
B. Solicitation number and/or project title;
C. A detailed statement of the basis for the protest;
D. Supporting evidence or documents to substantiate any arguments; and
E. The form of relief requested (e.g., reconsideration of their offer).

4.6.4. Issuance Of A Decision: The decision will explain the basis for the decision. It is the goal of HHA to issue a final written decision twenty calendar days after receipt of the protest. If a final determination cannot be made within twenty days, a written notice will be provided to the protester with an estimated date that the decision should be made and a reason for the extension. The Contracting Officer or designee shall fully document the protest decision in writing in the contract file.

4.6.5 HHA Remedial Action: If a protest is resolved in favor of the protester, HHA may take one of the following courses of action or other action that HHA deems is appropriate:

A. For bid protests prior to the contract being awarded - HHA may cancel the solicitation and rebid. HHA reserves the right to revise the bid specifications or proposed contract award.

B. For contracts already awarded - The current contract may be terminated for convenience and either 1. the protester will be awarded the contract or 2. all offerors would be resolicited. This decision will be determined solely by HHA. For resoliciting bids, HHA may elect to revise the specifications or leave them as previously stated.

C. For emergencies or unusual and compelling circumstances, HHA may allow a contract to remain in place despite a successful protest where there is a compelling need for the supplies or services. If the HHA determines, based on compelling circumstances such as an emergency or serious disruption of the HHA's operations, that termination or re-solicitation would not be in the best interest of HHA. HHA may allow the award to stand and pay the successful protester costs associated with preparing the bid along with the cost of filing and pursuing the protest.

4.6.6. Reconsideration: This decision will be final unless within five (5) business days of receipt of the written decision the protester seeks reconsideration. The request for reconsideration should contain a precise statement of facts and law/regulations explaining why the original decision was incorrect. HHA will seek to answer the request for reconsideration within ten (10) business days.

4.6.7. HUD Reviews: Protesters are advised that once they have exhausted the HHA bid protest procedures, they are entitled, under some circumstances, to see HUD review. In accordance with 24 CFR § 85.36(b)(12), HUD reviews are limited to:

1. Violations of Federal law or regulations. The protest should cite the specific Federal or HUD regulation that has been violated. Violations of State or local laws should be referred to the State or local entity having jurisdiction over such matters.

2. Violation of the HHA's protest procedures for failure to review a complaint or protest. HHA shall submit a copy of the protest to the HUD Field Office having jurisdiction over the HHA.

5.0 Disputed Billings (Charges):

5.1 Procedures: In addition to the procedures detailed Form HUD-5370 (01/2013), in the event that HHA disputes any portion of its billing(s), HHA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 HHA's representative shall, within 10 days after HHA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, HHA shall, within 10 days thereafter, either:

5.1.3.1 pay the disputed charges and reserve the right to submit the matter to an Arbitration Specialist or to the appropriate district court in the State of Alabama;

5.1.3.2 not pay the disputed charge and submit the matter to an Arbitration Specialist or to the appropriate District Court in the State of Alabama;

5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to HHA, HHA shall pay HHA's receipt of the decision. If the decision is in favor of HHA, the contractor will either:

5.1.4.1 clear the amount which is ordered from HHA account; or

5.1.4.2 repay to HHA the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Required Permits: Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either HHA or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.

6.1 **Taxes:** All persons doing business with HHA are hereby made aware that HHA is exempt from paying Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

6.2 **Government Standards:** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Madison County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.3 **Freight on Bill and Delivery:** All costs submitted by the successful bidder shall reflect the cost of delivering the bided items and/or services to the locations(s) specified within the IFB documents or within the contract.

6.3.1 The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that HHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

6.4 **Communication:** If during the period of the contract, it is necessary that HHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.

6.5 **Work on HHA Property:** If the successful bidder's work under the contract involves operations by the successful bidder on HA premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by HHA's negligence, shall indemnify HHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.

6.6 **Estimated Quantities:** Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of HHA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by HHA under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.

6.7 **Warranty:**

6.7.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.7.2 The liability of the successful bidder to HHA (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not

exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

6.8 Official, Agent and Employees of HHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.9 Subcontractors: Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.

6.10 Salaries and Expenses Relating to the Successful Bidders Employees: Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

6.11 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

6.12 Independent Contractor: Unless otherwise stated within the IFB documents or the contract, the successful bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

6.13 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

6.14 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.15 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.16 Limitation of Liability: In no event shall HHA be liable to the successful bidder for any indirect, incidental, consequential or exemplary damages.

6.17 Indemnity: To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend HHA, its commissioners, employees, and agents from and against any

and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incidental thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement, and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to $100,000 for bodily injury or death for one person in a single occurrence; $300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and $100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

6.17.1.1 In the course of performing the services under this IFB, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation no matter by whom performed for and on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done, or permitted by Contractor or HHA.

6.18 Lobbying Certification: By proposing to do business with HHA or by doing business with HHA, each bidder certifies the following:

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

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

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

6.18.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6.19 **24 CFR 85.36(i),** *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, HHA and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:

6.19.1 **Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both HHA and the contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract HHA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that HHA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, HHA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, HHA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

6.19.1.1 If the contractor is in material breach of the contract, HHA may promptly invoke the termination clause detailed within HUD-5370 (01/2013), *General Conditions for Construction Contracts,* which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

6.19.1.2 Prior to termination, HHA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. HHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with HHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing HHA's alleged incorrect action(s).

6.19.1.2. After termination, if the contractor does not agree with HHA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with HHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing HHA's alleged incorrect action(s).

6.19.1.3 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

6.19.2 **Termination For Cause and Convenience:** As detailed Form HUD-5370 (01/2013), *General Conditions for Construction Contracts,* attached hereto.

6.19.3 **Executive Order 11246**: For all construction contracts awarded in excess of $10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

6.19.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

6.19.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.19.6 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

6.19.7 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

6.19.8 **Copy Rights/Rights in Data:** In addition to the requirements contained *General Conditions for Construction Contracts,* HHA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

6.19.8.1 Except as provided elsewhere, HHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

6.19.8.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure

and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

6.19.8.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants HHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of HHA.

6.19.8.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants HHA a license of the same scope as identified in the preceding paragraph.

6.19.8.5 HHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, HHA may either return the data to the contractor, or cancel or ignore the markings.

6.19.8.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

6.19.8.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been bid prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees HHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

6.19.8.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by HHA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the

derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.20 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives that HHA has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:

6.20.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.20.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. HHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.20.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, HHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.20.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.20.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.20.6 HUD Information Bulletin 909-23 which is the following:

6.20.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.20.6.2 Clean Air and Water Certification; and

6.20.6.3 Energy Policy and Conversation Act.

6.20.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

ATTACHMENT K
AGREEMENT BY AND BETWEEN
HUNTSVILLE HOUSING AUTHORITY AND
_____

THIS AGREEMENT (Agreement) is made between Huntsville Housing Authority (hereinafter referred to as HHA) a public corporation with its principal office located at 200 Washington Street, Huntsville, Alabama, 35801, and _____ (hereinafter referred to as Contractor) with its principal office located at _____, _____, _____, _____.

WHEREAS, HHA extended an Invitation for Bids (IFB) No. 2015-06 to interested qualified companies to provide labor, material and equipment for Gutter and Fascia Repairs to HHA Central Office and

WHEREAS, HHA has received bids for Gutter and Fascia Repairs to HHA Central Office and

WHEREAS, Contractor submitted the most responsive and responsible bid to said IFB, which appears to be in conformity with the needs of HHA.

NOW, THEREFORE, in consideration of the mutual covenants between the parties herein provided, the parties do agree to the following terms and conditions:

1. SCOPE OF SERVICES

1.1 Contractor shall in accordance to the terms, provisions, and specifications provided in this Agreement, HHA's IFB, and IFB attachments, all labeled as **Exhibit A**, attached hereto, and incorporated herein by reference as though fully set forth. In the case of any discrepancy between this Agreement, the IFB, and the IFB attachment documents, the requirement(s) detailed within the body of this Agreement shall take first precedence, then the requirement(s) detailed within each of the IFB, and the IFB's attachment documents.

1.2 Contractor's responsibility will terminate when all work has been completed, the final inspections made, and the work is accepted by the authorized HHA Contract Administrator in the manner defined by this Agreement. At all times during the performance of this Agreement until work is completed and accepted, the Contractor shall either directly superintend the work or assign and have on the work site, a competent superintendent who is satisfactory to the HHA and who has the authority to act for the Contractor. Acceptance of the work must be in writing and signed by the Contract Administrator. The Contractor shall provide prompt written notification to the Contract Administrator when all work is completed.

2. COMPENSATION-PAYMENT

2.1 Contractor's base bid makes up the contract price, to include all work and services, and work reasonably incidental hereto. Contractor shall be compensated in an amount of _____ - _____ ($_____) for the satisfactory performance and completion of the services to be performed under this Agreement.

2.2 This is a fixed price Agreement and the amount specified herein as compensation is inclusive of all services, salaries, performance, supervision, materials, supplies, telephone, travel, lodging, and any and all other costs and expenses incurred in providing the services to be performed hereunder.

2.3 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order (Change Order). Further, HHA reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when HHA determines doing so is in its best interest.

2.4 Contractor shall submit a detailed disbursement request, setting forth the required disbursement, and HHA shall pay the amount-required disbursement within thirty (30) business days after receipt of the disbursement request, along with any reasonably requested lien waivers from all material and subcontractors who have performed work and/or delivered materials to the Project as of the date of the disbursement request. Payment for services invoiced is subject to review and approval by the Contract Administrator.

2.5 During the term of this contract, Contractor, upon request from HHA, will make available for inspection by HHA, copies of payroll records, personnel records and documents, and other records and/or documents that may be used to verify Contractor's compliance with U.S. Department of Housing and Urban Development, Office of Labor Relations, Maintenance Wage Rate Determination.

3. TIME AND ORDER OF PERFORMANCE

3.1 Performance of this Agreement is scheduled to begin on or_____, and to be completed no later than _____, unless an extension of time is authorized by HHA and is evidenced in a written document signed by HHA and executed before the scheduled completion date. Performance of this Agreement shall commence with issuance of a Notice to Proceed by the Executive Director/CEO. The notice to proceed, upon issuance, shall become an attachment and amendment to this Agreement as though fully set forth herein and is intended to prevail over the scheduled dates, if different than those stated herein.

3.2 Contractor acknowledges, understands and agrees that the time for completion of the work by the scheduled date is of the essence in this agreement.

3.3 If Contractor fails to complete the work within the time specified in the agreement, or any extension, the contractor shall pay to HHA as liquidated damages, the sum of $200.00 for each day of delay.

(a) If HHA 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 by HHA in completing the work.

(b) If HHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damaged until the work is completed or accepted.

4. CONTRACTOR'S OBLIGATIONS

4.1 Pursuant to this Agreement, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

(a) **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to HHA properties pursuant to this Agreement.

(b) **Qualified Personnel**. The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its quote or as provided by the Contractor during the Contractor's normal conduct of business.

5. ASSIGNMENT - SUBCONTRACTING - TRANSFER

5.1 HHA encourages the participation of women, HHA residents, and minority- owned businesses. Contractor will make every effort to utilize businesses owned by minorities and/or women and HHA residents for work performed under this contract.

5.2 Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in any HUD program or who has been debarred from performing work by any agency of the United States or the State of Alabama.

5.3 Contractor will submit a list of all prospective subcontractors to HHA prior to commencement of work and will submit all information requested by HHA to fairly evaluate the subcontractor. HHA may disapprove of the use of any subcontractor for cause stated to Contractor. HHA's approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of Contractor or subcontractor.

5.4 Nothing contained in this Agreement shall create a contractual relationship between any subcontractor and HHA. No subcontractor is a party to this Agreement between Contractor and HHA. This shall not be used or construed in any way to offer a third party benefit to any subcontractor, nor to any employee, vendor, or any independent contractor of any subcontractor. Contractor shall assume full responsibility for the work performed pursuant to this Agreement and shall indemnify and hold HHA harmless from all damages for claims of all subcontractors or any employees, independent contractors, or vendors of any subcontractor, which are made relative to, or arising from, work to be performed by Contractor under this Agreement.

5.5 Contractor shall be fully responsible for the acts or omissions of the subcontractors and the persons employed by the subcontractors.

5.6 The performance of services under this Agreement may not be assigned or transferred without the expressed written approval of HHA prior to such assignment or transfer. Contractor acknowledges, understands, and agrees that assignment or transfer of performance shall be at the sole discretion of HHA. Approval for the same may be denied by HHA for its own convenience.

6. CONFLICT OF INTEREST

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 therefore. Furthermore, no member, officer, or employee of HHA, no member of the governing body of the locality in which HHA was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to HHA shall have any interest, direct or indirect, in this contract or the proceeds thereof within its tenure, or for one year thereafter.

7. GRATUITIES-KICKBACKS-USE OF CONFIDENTIAL INFORMATION-PROGRAM INCOME

HHA officers, employees, or agents shall not solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain. Contractor warrants that s/he has not paid and will not pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress or employee of a member of Congress, or any officer or employee of Congress in connection with the awarding of an HHA contract.

8. DISPUTE RESOLUTION PROCEDURE

A Point of Contact (POC) has been assigned to this contract. The POC is an HHA representative who will oversee and manage the performance of the contract. Any controversy or dispute arising under this Agreement shall be referred to the POC and the Contract Administrator by Contractor. If Contractor, the POC, and the Contract Administrator fail to agree on a resolution of the dispute or controversy, Contractor shall give written notice of the controversy to the Executive Director/CEO for HHA, who will serve as contracting officer for this Agreement. The decision of the Executive Director/CEO (contracting officer) will be binding on both parties hereto, except as the same may be modified by a court of competent jurisdiction. HHA and Contractor hereby agree that the time and order for performance under this Contract will be in compliance with HHA's Contract Administration Plan_____. The Contract Administration Plan shall identify the POC for this Agreement.

9. TERMINATION OF THE CONTRACT

9.1 This Agreement may be terminated for any of the following reasons: failure to deliver the services as specified, failure to perform the work in a timely manner or refusing or failing to prosecute the work or any separate portion thereof within the stipulated time, or violation of a contract clause. HHA may consider any of the foregoing events to be a default under the Agreement, and if the contract is terminated due to such a default, Contractor will not be entitled to payment for any undelivered work, services, or reports. Contractor further agrees that in the event of such a default HHA may obtain the services of another contractor for completion of the work required.

9.2 This contract may also be terminated for the convenience of HHA if the contracting officer determines that such would be in the best interest of HHA or in the event of absence of funding. Any such termination shall specify the extent to which the performance of the work under the contract is terminated and the date upon which such termination becomes effective. If the performance is so terminated, either in whole or in part, HHA shall pay to Contractor the prorated percentage of all services completed up to the date of termination. Percentage of completion will be determined by the POC in conjunction with the HHA contracting officer who is the Executive Director/CEO.

9.3 If termination is necessary, the contracting officer shall terminate the Agreement by a written notice to Contractor. Said notice shall be sent by certified mail, return receipt requested, shall be effective upon the date so indicated, and deemed received, whether signed by Contractor, its agent or representative, or is indicated as refused. If to Contractor, said notices and demands should be sent by certified mail, return receipt requested, or hand delivered to _____ with its principal office located at _____. If to HHA, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to the Executive Director/CEO, Huntsville, Alabama, 200 Washington Street, Huntsville, Alabama 35801.

10. VENUE AND CONTROLLING LAW

In the event that a cause of action arises, either in law or in equity, from or in reference to any aspect of this Agreement (_____), both parties agree that such action shall be filed and prosecuted in the Circuit Court of Madison County, Alabama. This Agreement shall be interpreted in accordance with the laws of the State of Alabama.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.

11.2 Contractor shall assume full liability for all contributions, taxes, or other payments required for the benefit of the employees of Contractor by Federal and/or State Unemployment Compensation Laws, the Social Security Acts or any amendments, rules or regulations thereto. In the event there are any

subcontractors, Contractor shall require the subcontractor(s) to pay the same such contributions, taxes, or other payments required for the benefit of the subcontractor's employees. Contractor assumes all liability for all other future acts or laws, be they state, federal or local, requiring the payment of similar contributions or taxes for the benefit of its employees. Contractor assumes all liability for payment of any and all sales and use taxes imposed by any governmental entity arising from Contractor's performance under this Agreement.

12. MODIFICATIONS

The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by the authorized representatives of HHA and Contractor, and the work shall be deemed to be only upon the terms and conditions contained in this Agreement and accompanying Exhibits, notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form of Contractor or any of its suppliers, and notwithstanding HHA's act of receiving or paying for any non-conforming product, report, service, or any similar action on the part of HHA.

13. CONFLICTS IN LANGUAGE-SEVERABILITY

If a court of competent jurisdiction finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision shall continue in full force and effect.

14. LIABILITY-INDEMNITY-REMEDIES

14.1 In the course of performing the services under this Agreement Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made, or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation, no matter who performed it on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by Contractor or HHA.

To the full extent authorized by law, Contractor agrees to indemnify, hold harmless, and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) that HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractor or agent in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement and which said act or failure to act is contrary to, or is not authorized by this Agreement, or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect, notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to $100,000 for bodily injury or death for one person in a single occurrence; $300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and $100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

14.2 No remedy herein provided shall be deemed exclusive of any other remedy allowed in law or in equity. These provisions are specifically intended and shall survive the termination of this agreement.

15. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is agreed that Contractor is an independent contractor with respect to all work and activities contemplated by this Agreement and that all of Contractor's employees, who perform work with respect to this Agreement, are the employees of Contractor and not of HHA. Contractor shall exercise complete control over the conduct of its employees and will pay all wages and applicable federal, social security, and unemployment taxes, as well as workmen's compensation insurance, with respect to such employees.

16. INSURANCE REQUIREMENTS

In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

16.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $2,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000.

16.2 **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000.

16.3 Worker's compensation coverage evidencing carrier and coverage amount.

16.2 The Contractor shall provide to the HHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

16.5 Contractor shall furnish HHA with certificates of insurance reflecting the required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurance carrier to bind coverage on its behalf. All certificates are to be received and approved by HHA before work commences. HHA reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance policies and certificates related thereto shall provide for, and require, reasonable notice to HHA prior to cancellation of any policy upon which HHA is an additional insured.

17. FINANCIAL VIABILITY AND REGULATORY COMPLIANCE

17.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

17.2 The Contractor agrees to promptly disclose to the HHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HHA in writing within 5 days of such notification received will constitute a material breach of this contract.

17.3 The Contractor further agrees to promptly disclose to the HHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

17.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HHA within the time periods required herein.

17.5 **Confidentiality.** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning HHA and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of HHA or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of HHA or any client or potential client of HHA at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm HHA. HHA will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

18. <u>NO THIRD PARTY RIGHTS</u>

This Agreement shall not be construed as creating any right of any third party to enforce any provision hereof or to assert any claim against HHA.

19. <u>ENTIRE AGREEMENT</u>

All parties agree, understand, and acknowledge that this written Agreement, along with the heretofore identified_____, constitute the entire agreement of all parties. Neither party is responsible for, nor bound by, any terms or conditions not contained herein.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

_____	**HUNTSVILLE HOUSING AUTHORITY**
Contractor	
By: _____	By: _____
	Michael O. Lundy
Title: _____	Executive Director/CEO
Date: _____	Date: _____

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 l(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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 l(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 any costs reasonably anticipated in providing benefits under a plan or program described in Section l(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in sub paragraph (1) of this paragraph.

(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		**2**. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4**. Number of Units or Beds	**5**. Section of Act	**6**. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	**8 Role of Each Principal in Project**	**9. Expected % Ownership in Project**	**10. SSN or IRS Employer Number**

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	**Signature of Principal**	**Certification Date(mm/dd/yyyy**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experienceò**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation			6. Last MOR rating and Physical Insp. Score and date
				Yes	**No**	**If yes, explain**	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions ï The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. ***All previous projects must be listed or your certification cannot be processed.*** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Section 00200

INSTRUCTIONS TO BIDDERS

PART I - GENERAL

A. HUD Form 5369, *Instructions to Bidders for Contracts – Public and Indian Housing*, pages one through four inclusive, dated October 2002, follow this page and are hereby included in the Project Manual and as terms of this solicitation.

B. Bidders shall also refer to *Supplementary Instructions to Bidders* for modifications to HUD Form 5369 application to this solicitation.

END OF SECTION

Section 00210

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

(to accompany the enclosed HUD-5369 Instructions to Bidders)

I GENERAL

A. Licensed General Contractors may bid on the Project.

B. The bidder is to review the enclosed bid package and is encouraged to attend the Pre-Bid conference for review of site conditions and to ask any questions. The Pre-Bid conference is intended to be a focused opportunity for bidders to visit the project sites. Attendance at the Pre-Bid meeting is strongly encouraged but not mandatory.

C. As noted in the attached HUD-5369 Instruction to Bidders, questions may be submitted to the Owner in writing for answer up to 2 days prior to the scheduled bid opening. Bidder questions may be emailed to Darryl Bird (bird@bkarchitects.com) and copied to John Cline at (jcline@bkarchitects.com) or you may fax the office at (256) 536-1460. The Architect will answer questions up to 2 calendar days before the bid opening (for example, if the bid opening is on Thursday, the last day a question can be submitted is the end of the business day the previous Tuesday). Throughout the bidding period, the Architect will publish the answers to questions (as needed by addendum) and will distribute those Q&A to all bidders via email. If needed, the last Q&A published will occur a minimum of (2) business days prior to the bid opening. Bidders are encouraged to prepare and ask bidder questions during the Pre-Bid Conference as a means of efficiently clarifying any questions to all bidders in a single venue.

D. Should any bidder observe or perceive an ambiguity or discrepancy, omission or error in the bid documents, bidders are to ask a question for clarification. Should a question not be raised or a discrepancy remain, the bidder is to include in their bid the amount of scope (materials, labor, overhead, etc.) necessary to provide the level of construction described and needed to meet the reasonable expectations and precedent of the scope of work described throughout the documents.

E. Existing Conditions Requiring Correction – The Owner has reviewed the existing conditions and has included scope of work description necessary to provide for correction of conditions noted. Scopes of work identifying demolition and/or rebuilding of rough opening requirements are bid to meet the overall scope of replacement work as described in the bid documents. Along with the allowanced for materials noted by the Owner, bidders are to include the necessary labor, oversight, overhead, etc. required to complete the scopes of work. The bidder must include in their bid all work necessary to correct the condition, including conditions uncovered through demolition. Any questions or clarifications required by bidders for these scopes of work should be submitted to the Architect in writing prior to bidding the work.

F. Scope for Bidding – The contractor is to bid the work to include all necessary provisions to execute the replacement work to meet the design intent described in the bid documents. Nominal sizes of openings, approximate existing conditions, and the design and performance parameters necessary for the replacement of the various scopes have been provided by the Owners to the Bidders to outline the scope necessary to bid the work. The contractor will be responsible for assessing and measuring all existing conditions, preparing detailed shop drawings, coordinating details of specific manufacturer's products, etc., so as to provide the finished design and product parameters & requirement specified in these documents

G. Coordination of Quantities – The information in these documents provide quantities of various scopes of work. It is the Contractor's responsibility to review all of this information in its entirety and coordinate the quantities of materials and work required and reconcile the scopes & quantities of work outlined.

II. SUBMITTAL OF BIDS

1. To submit a bid, the bidder is to provide a completed Proposal Form to the HHA per the instruction outlined in HUD-5369.

2. As directed in HUD-5369, the submitted bid should be enclosed in a sealed envelope marked on the outside of the envelope with the following:

    1. "Bid Documents"
    2. "HHA – IFB No. 2015-06"
    3. "Bidder Name"
    4. "Date and Time of Bid"
    5. "Contractor's Alabama General Contractor's License Number"

3. The submitted bid envelope containing the bid should include the following items:

    A. Tabbed Proposal Submittal (including):
        1. Form of Bid (Attachment A)
        2. Profile of Firm Form (Attachment B)
        3. Proposal Form (Form 00110) and bond or Cashier's Check
        4. Proposed Services
        5. Managerial Capacity/Financial Viability
        6. Client Information
        7 a. Form HUD 92010-Equal Employment Opportunity (Attachment F)
        b. E-Verify Affidavit
        8. Form HUD-5369-A Representations, Certifications and Statements….(Attachment C)
        9. Form HUD-50070 Certifications for a Drug Free Workplace (Attachment G)
        10. Section 3 Utilization Compliance Plan (Attachment H)
        11. Subcontractor/Joint Venture Information (Optional Item)
        12. Section 3 Business Preference-(Optional) if applicable (Attachment I)
        13. Other Information (Optional)

    B. HUD-2530 Previous Participation Certification

III. POST-BID INFORMATION

1. Add the following paragraph:

    A. Successful Bidder shall submit a list of all subcontractors whose subcontract exceeds $1,000 within twenty-four (24) hours of the bid opening.

END OF SECTION

SECTION 00801

SUPPLEMENTAL GENERAL CONDITIONS

1.0 BIDDING:

A. General Contractors are to bid the project.

B. The Contractor is to use the enclosed scope for bidding in its entirety.

C. The Contractor must supply a minimum of three (3) references of similar work performed. List contact names with address and phone numbers.

D. By bidding on the Project, the contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and the Contractor will include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance will all applicable laws, codes and professional standards.

2.0 SCOPE OF WORK:

A. All work must conform to all current building codes and the Contractor is responsible for all permits and inspections.

B. Responsive bidder must supply all storage facilities and incur any cost associated. It will be permissible for the Contractor to use a warehouse facility to store materials provided the facility is an insured and bonded facility, which will also be subject to inspection by the HHA. The HHA will not be able to make payment for stored materials if the off-site storage facility is not a bonded and insured facility.

C. The Contractor shall be responsible for all damage incurred as a result of his equipment, personnel, subcontractor, etc. If any damage outside the Contractor's responsibility or control occurs, damage to the jobsite (that the Contractor would be reasonably aware of during normal circumstances) shall be reported immediately by the Contractor to HHA's Construction Manager in writing. Should no notification be provided to the HHA during the time of the occurrence, the Contractor will be responsible for the repairs or the value of the damage.

D. The Contractor shall thoroughly clean all physical areas on which work is performed or which are affected by the Work. Clean-up shall occur on a daily basis after the Work is complete. The Contractor shall remove and transport from the site all trash, debris, scrap, waste and other materials resulting from Contract Work.

E. Once construction is complete for a respective community jobsite, the project sites are to be thoroughly cleaned prior to the Contractor being permitted to being construction at a future jobsite.

F. A final walk through by HHA inspector will be required before final payment if authorized.

3.0 CONSTRUCTION EXECUTION & PHASING:
The Contractor will be required to coordinate the phase and general order of the project scheduling with the Huntsville Housing Authority. The Contractor will be required to schedule and complete all work at a respective community prior to the Contractor beginning work at a subsequent community. the sequence and order of where and when construction is to take place amount the various communities will be required to be coordinated and approved by the HHA before work may be permitted to begin.

4.0 PERMITS:
The Contractor is responsible for all permits and inspection though the local jurisdiction.

5.0 INSURANCE:

A. Evidence of the following insurance coverage must be submitted to the Huntsville Housing Authority prior to Notice to Proceed being given:

1. General Liability Insurance in the amount of $1,000,000 at minimum.
2. Worker's Compensation Insurance in the amount of $1,000,000.
3. Automobile Liability in the amount of $1,000,000 at minimum.
4. Payment and Performance Bonds.

B. The Huntsville Housing Authority must be named Additionally Insured on Certificates of Insurance.

6.0 CONSTRUCTION DURATION:
All renovation work should be completed in a reasonable time. Contractor should refer to *Proposal Form* for maximum time allowed for completion of the work from notice to proceed.

7.0 CHANGE ORDERS:
Change Orders changing the contract price shall bear the following overhead and profit provisions:

A. Subcontractors markup to the General Contractor:
Fifteen percent (15%) for the work of their own forces.
Ten percent (10%) for the work of their subcontractor's subcontractor.

B. General Contractors markup to the Owner:
Fifteen percent (15%) for the work of their own forces.
Ten percent (10%) for the work performed by others.

8.0 LIQUIDATED DAMAGES:
Liquidated damages of $200.00 per day will be assessed after contract deadline.

9.0 SCHEDULING OF WORK:
The Contractor will be responsible for Coordinating with the Huntsville Housing Authority to schedule the Work.

10.0 SUBMITTALS:
The Huntsville Housing Authority will review all submittals in conjunction with the IFB.

11.0 HHA BUY AMERICAN POLICY: **NOT APPLICABLE**
Products – All products used in the project must adhere to US Federal Stimulus required for "Buy American" see attached information. Any product submitted which does not comply with this requirement will be required to be substituted at the Contractor's expense for a product that complies. See attached 1 page.

12.0 HHA SECTION 3 POLICY:

The Contractor will be required to comply with HHA Section 3 requirements, See HUD Document – Title 24 and HHA Section 3 Requirement attached.

END OF SECTION

Title 24: Housing and Urban Development

PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Section Contents

Subpart A—General Provisions

§ 135.1 Purpose.
§ 135.2 Effective date of regulation.
§ 135.3 Applicability.
§ 135.5 Definitions.
§ 135.7 Delegation of authority.
§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.
§ 135.11 Other laws governing training, employment, and contracting.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.
§ 135.32 Responsibilities of the recipient.
§ 135.34 Preference for section 3 residents in training and employment opportunities.
§ 135.36 Preference for section 3 business concerns in contracting opportunities.
§ 135.38 Section 3 clause.
§ 135.40 Providing other economic opportunities.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.
§ 135.72 Cooperation in achieving compliance.
§ 135.74 Section 3 compliance review procedures.
§ 135.76 Filing and processing complaints.

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.
§ 135.92 Recordkeeping and access to records.
Appendix to Part 135

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

Source: 59 FR 33880, June 30, 1994, unless otherwise noted.

Effective Date Note: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds* —(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance* —(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds $200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds $200,000; and the contract or subcontract exceeds $100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of $200,000, but no contract exceeds $100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part 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 (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department, HUD, Indian housing authority (IHA), Public housing agency (PHA),* and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of “section 3 business concern” in this section.

Contract. See the definition of “section 3 covered contract” in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of “section 3 resident” in this section.

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for “section 3 covered projects,” as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within 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 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

Section 3 clause means the contract provisions set forth in §135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. “Section 3 covered contracts” do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 covered contracts” also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See §135.40. Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to 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; or

(ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean 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.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of “section 3 resident” in this section.

Youthbuild programs. See the definition of “HUD Youthbuild programs” in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however,* that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed $200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)* —(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A–110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A–110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a–7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted

rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “approved apprenticeship and training programs,” as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

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

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the “greatest extent feasible” requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in §135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in §135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 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).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies; hiring section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (l) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging noncompliance with the regulations of this part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in §135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term “recipient” shall have the meaning set forth in §135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under §135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the

regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor. Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in §135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint* —(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary* —(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the complaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529–0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529–0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

Appendix to Part 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) 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 or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the “contracting party”) for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than $25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

—the section 3 covered contract to be awarded with sufficient specificity;

—the time within which quotations must be submitted; and

—the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than $100,000	10% of that bid or $9,000.
When the lowest responsive bid is:	
At least $100,000, but less than $200,000	9% of that bid, or $16,000.
At least $200,000, but less than $300,000	8% of that bid, or $21,000.
At least $300,000, but less than $400,000	7% of that bid, or $24,000.
At least $400,000, but less than $500,000	6% of that bid, or $25,000.
At least $500,000, but less than $1 million	5% of that bid, or $40,000.
At least $1 million, but less than $2 million	4% of that bid, or $60,000.
At least $2 million, but less than $4 million	3% of that bid, or $80,000.
At least $4 million, but less than $7 million	2% of that bid, or $105,000.
$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

SECTION 3 CLAUSE

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

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 or 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 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 (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 Enterprise. 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).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.

Signature	Date
Printed Name	Title

General Decision Number: AL150109 01/02/2015 AL109

Superseded General Decision Number: AL20140109

State: Alabama

Construction Type: Residential

County: Madison County in Alabama.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUAL2007-136 10/23/2007

	Rates	Fringes
BRICKLAYER	$ 15.00	0.00
CARPENTER, Including Form Work	$ 13.97	2.73
CEMENT MASON/CONCRETE FINISHER	$ 10.10	0.00
ELECTRICIAN	$ 10.82	0.00
IRONWORKER, STRUCTURAL	$ 16.36	3.40
IRONWORKER: Ornamental Only	$ 10.46	0.00
LABORER: Common or General	$ 7.50	0.00
LABORER: Landscape	$ 8.57	0.00
LABORER: Mason Tender - Cement/Concrete	$ 7.88	0.00
LABORER: Pipelayer	$ 9.00	0.00
OPERATOR: Backhoe	$ 11.20	0.00
OPERATOR: Bulldozer	$ 15.00	0.00
OPERATOR: Loader (Front End)	$ 12.52	0.00

PAINTER	$ 11.00	0.00
PLUMBER	$ 12.51	0.00
ROOFER, Including Built Up, Metal, Shake & Shingle, and Single Ply Roofs	$ 9.17	0.00
SHEETMETAL WORKER	$ 12.82	0.00
TRUCK DRIVER	$ 9.86	0.00

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

==========

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 1/31/2017)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

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 of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that has maintained certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number

Approved for Contractor by	Title	Date (mm/dd/yyyy)
Approved for Architect by	Title	Date (mm/dd/yyyy)
Approved for Owner by	Title	Date (mm/dd/yyyy)

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
Total Amount of Contract or Carried Forward						$

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

Signature of authorized represenative	Date signed (mm/dd/yyyy)

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
   a. **Heading.** Enter all identifying information required for both forms.
   b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
      (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
      (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
   c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
   d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as “sq. ft.,” “cu. yd.,” “tons,” “lb.,” “lumber per M/BM,” “brickwork per M,” etc., applicable to the particular sub-item. Items shown on “lump sum” or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
   e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
   f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
   g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
   h. The “Schedule of Amounts for Contract Payments” shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		**Site Improvements**
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
22	Demolition & Clearing	22	Caulking	45	Storm Sewers
		23	Weatherstripping	46	Sanitary Sewers
	Structures	24	Lath & Plastering-Drywall	47	Water Distribution System
	General Excavation	25	Stucco	48	Gas Distribution System
	Footing Excavation	26	Finish Carpentry	49	Electrical Distribution System
	Backfill	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Foundation Piles & Caissons	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Foundations	29	Metal Doors	52	Protection System Street
	Concrete Superstructures	30	Metal Base & Trim	53	Work
	Reinforcing Steel	31	Toilet Partitions	54	Yard Work
	Waterproofing & Dampproofing	32	Floors	55	(Other)
33	Spandrel Waterproofing	33	Painting & Decorating	56	(Other)
34	Structural Steel	34	Screens		
	Masonry	35	Plumbing		**Equipment**
	Stonework	36	Heating	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	37	Ventilating System	58	Ranges
1	Metal Windows	38	Electrical	59	Refrigerators
	Roofing	39	Elevators	60	Kitchen Cabinets & Work Tables
	Sheet Metal	40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	**Punch List** \2
				64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.
2 Punch List should be approximately 1/2 of 1% or $30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 1/**31**/**2017**)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of l937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)

Location of Project	Project Number

Name of Contractor	Contract Number

Item Number (1)	Description of Item (2)	Completed to Date (3)
		$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	**$**

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number "and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) _____ and (contractor) _____ dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount $_____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) $_____
3. Deductions (Total from Col. 5, form HUD-51002) $_____ (net) $ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) $_____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) $_____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) $_____
7. Deductions (from Col.5, form HUD-51002) $_____ (net) $ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) $_____
9. **Less:** Retainage, _____ % $_____
10. Net amount earned to date (line 8 less line 9) $_____
11. **Less:** Previously earned (line 10, last Periodic Estimate) $_____
12. Net amount due, work in place (line 10 less line 11) $_____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) $_____
14. **Less:** Allowed last period $_____
15. Increase (decrease) from amount allowed last period $_____
16. **Balance Due This Payment** **$**_____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of $ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

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

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

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 of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of l937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)

Location of Project	Project Number

Name of Contractor	Contract Number

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		$	$	$
Totals		$	$	$

Authorized Project Representative	**Date (mm/dd/yyyy)**

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

form **HUD-51002** (1/2014)

Previous editions are obsolete.

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/**31**/**2017**)

Public reporting burden for this collection of information is estimated to average 1.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of l937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)

Name and Location of Project	Project Number
Name of General Contractor	Contract Number
Name of Subcontractor	Subcontract Number

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					**$**

Total Amount or Amount Carried Forward **$**

Prepared by (Contractor's Representative)	**Date (mm/dd/yyyy)**	**Checked by** (Owner's Representative)	**Date (mm/dd/yyyy)**

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

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

form **HUD-51003** (1/2014)

Previous editions are obsolete

Summary of Materials Stored

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

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

Public reporting burden for this collection of information is estimated to average 2.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of l937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)

Location of Project	Project Number

Name of General Contractor	Contract Number

Name of General Contractor or Subcontractor	**Amounts**
General Contractor	$
Subcontractors	$
Total	**$**
Less 10%	**$**
Net	**$**

Prepared by	**Date** (mm/dd/yyyy)	**Checked by**	**Date** (mm/dd/yyyy)

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of $ _____ , and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____ .

Name of Owner	**By** (Authorized Representative)	**Title**	**Date** (mm/dd/yyyy)

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

ABC Form C-14
August 2001

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____,
(*Contractor*)
Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment) (Improvement) of Gutter and Fascia Repairs to HHA Central Office

at _____

(*Insert location data in County or City*)
for the State of Alabama and the (County) (City) of _____,Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify

_____
_____(*Architect*)

_____
(Contractor)

_____
(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding $50,000.00, for projects of less than $50,000.00, run one time only. Proof of publication is required.

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 1/31/2017)

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 of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that has maintained certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City	3. State	5. Project Name
4. Location		6. Project Number
7. Contract For		8. Contract Time (Days)
9. From (mm/dd/yyyy) To (mm/dd/yyyy)		10. Contract Price $

11. Number of Buildings	12. Number of Dwelling Units	13. Number of Rooms

(Submit as many pages as necessary to cover the construction period.)	Year (yyyy)								
	Month								
Actual Monthly Value, Work in Place	($)								
Actual Accumulated Progress	(%)								
Anticipated Monthly Value	($)								
Accumulated Scheduled Progress	(%)								

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

Instructions for Preparation of Construction Progress Schedule
Form HUD-5372

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Antici-pated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – $" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	
10	8
20	20
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

SECTION 01010

SUMMARY OF WORK

1. PROJECT NAME: GUTTER AND FASCIA REPAIRS TO HHA CENTRAL OFFICE

2. PROJECT LOCATION: 200 WASHINGTON STREET
HUNTSVILLE, AL 35801

3. OWNER: HUNTSVILLE HOUSING AUTHORITY
200 WASHINGTON STREET
HUNTSVILLE, AL 35801

4. DESCRIPTION OF WORK:
In general, work of this Contract includes:

Demolition of some window units, all existing fascias, built-in gutters, and downspouts. New construction includes the installation of some window units, all fascias, surface mounted gutters and downspouts, and all piping and connection required to connect to storm water system.

5. SCOPE OF WORK:

A. Except for work noted "BY OWNER" or "N.I.C." (not in contract) or specifically excluded by the Contract Documents, the work under this contract includes the work indicated on the Drawings and described in the Project Manual.

B. All work shall be provided in compliance with the "Contract Documents" for this project.

6. DRAWINGS AND SPECIFICATIONS:
Specifications governing this work shall contain the Divisions and Sections listed in the "TABLE OF CONTENTS" in this Project Manual.

END OF SECTION

SECTION 01011

INCIDENTAL WORK

1. SCOPE:
This Section covers incidental construction work and services which relate to the entire project rather than to any certain trade or part thereof.

2. SUPERINTENDENT:

A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

B. SUPERINTENDENT'S QUALIFICATIONS:
The Contractor's project Superintendent shall be highly skilled at directing, coordinating and supervising all trades, not just those forces of the General Contractor. He shall have the experience of having been superintendent on at least three projects (all under the observation of an Architect) similar in scope to this project. He shall keep informed of all transactions relative to the work such as correspondence, shop drawings, etc. He shall thoroughly acquaint himself with all divisions of the Project Manual and shall have a thorough understanding of the requirements, and the ability to see that the requirements are fulfilled. He shall be expected to exhibit an aggressive attitude of leadership. The Architect shall have the right to reject any Superintendent who does not, in his opinion, fulfill these requirements.

The Project Superintendent shall be a full-time employee of the Contractor whose sole function is to supervise, check and coordinate all phases of the construction and he shall be present at site while any and all construction activities are in process.

3. PROGRESS SCHEDULE:

A. The Contractor, within 10 (ten) days of being awarded the Contract, shall submit for the Owner's and Architect's information an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

B. Progress Schedule shall be of the CPM (Critical Path Method) Bar chart, or similar approved system for scheduling and control of work. Contractor shall update original schedule monthly, reflecting any change to original schedule. This updated schedule shall accompany Contractor's monthly request for payment, and the first application will not be approved until the progress schedule is received and approved by the Architect. Contractor’s failure to substantially adhere to progress schedule shall be sufficient cause to withhold payment.

4. COORDINATION:

A. The General Contractor shall coordinate all construction activities between trades, including mechanical and electrical as necessary for proper and timely execution and completion of the entire project. The General Contractor shall arrange a meeting of himself, the Superintendent and all concerned Subcontractors (at the jobsite) for the purpose of

coordinating mechanical, electrical and ceiling work. This meeting shall take place immediately after roof deck is in place. The purpose for this meeting is for each trade involved to coordinate the layout of his facilities with those facilities of other trades, so that any problems of clearance due to such things as ductwork, water supply, plumbing vents, condensate drains, conduits, light fixtures, and ceiling heights will come to light before fabrication or erection of any items involved. The Contractor shall, in writing, inform the Architect that this meeting has been conducted and shall in this letter, inform the Architect of any problems which may have come to light as a result thereof. The Architect will then inform the Contractor of corrective action required. Neither fabricate nor erect any work above ceilings until the architect responds to the Contractor's letter regarding the coordination meeting. Should he fail to comply with the above outlined procedure for coordinating the work, the General Contractor will be held responsible for all rectification work brought about by lack of coordination.

B. Superintendent shall coordinate location and timely installation of all bracing, blocking, furring and other miscellaneous work in walls and partitions required for anchorage of items to be installed in or on walls and partitions.

C. Superintendent shall coordinate work of various trades for proper location and timely installation of conduits, boxes, raceways, ducts and other items required to be installed in or on cabinets, countertops, (including splashes) and other shop fabricated construction elements.

5. ARCHITECT NOTIFICATION:
Contractor shall present to the Architect, in writing, written notification of the following events at least three working days before their occurrence:

A. Pouring of footings and/or retaining walls - The time frame for inspection is immediately after the installation of the reinforcing steel and prior to pouring.

B. Structural erection - The time frame for inspection is immediately after all structural members are in place and before they are concealed by supplemental framing or finish materials.

C. Rough-in phase(s) - The time frame for inspection is immediately after all plumbing, mechanical, and electrical rough-in work is complete and before wall and ceiling systems are applied.

D. Discretionary events - Any significant event which would reasonably require inspection by the Architect.

6. TOLERANCE COMPLIANCE:
Contractor shall inspect all completed work for compliance with specified tolerances.

7. MAINTENANCE MANUAL AND INSTRUCTION:

A. Submit to Architect, prior to Architect's certification of final payment request, two (2) copies of a manual, assembled in a three ring binder with typewritten index, presenting for Owner's guidance, full details for care and maintenance of finish surfaces and of mechanical, electrical, and other equipment. obtain, for Subcontractors, manufacturer's literature relating to equipment, motors, wiring diagrams, instruction sheets and other information pertaining to operation and maintenance. Include name, address and phone number of nearest sales and service organization for each item.

B. Where the above described manuals and data are called for under separate sections of the specification, they shall be included in the manual described in this Article.

8. RECORD DRAWINGS:

A. Contractor shall maintain one (1) complete set of drawings, one (1) project manual at the site for marking all changes, modifications, and/or deviations made in the actual construction.

B. This complete set of construction documents, as well as a digital copy, shall be submitted to Architect with closeout documents

9. INSTALLATION OF OWNER'S FURNISHED EQUIPMENT:

A. Contractor shall install all items and equipment noted on drawings "FURNISHED BY OWNER - INSTALLED BY CONTRACTOR". These items shall be installed in strict accord with manufacturer's instructions.

B. Contractor shall permit Owner, or persons other than the Contractor, to place or install items and equipment not covered by Paragraph A above, during progress of work, if necessary.

C. Contractor agrees to cooperate with the Owner in coordinating proper and timely installation of Owner's items and equipment.

D. Contractor agrees that such placing and installation shall not in any way affect the completion of any work of this contract.

10. PROTECTION:
Contractor shall provide temporary barriers, guards, coverings, closures and other items and materials necessary to protect existing work to remain and completed work from damage and to protect workers and other people on the site from injury.

11. TEMPORARY FENCES:
Temporary fences are not required. Should Contractor choose to provide temporary fences for protection of his equipment and materials, the locations shall be approved by Architect.

END OF SECTION

SECTION 01012

GUARANTEES

1. The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective, if required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2 of General Conditions.

2. It is the intention of the documents that the Contractor guarantee the satisfactory performance, as determined by the Architect, of all components of work included under this contract for a period of one (1) year.

3. The Contractor shall provide, on a form prescribed by Architect, a written guarantee, properly executed by appropriate Subcontractor or material supplier, or both, countersigned and guaranteed by Contractor, that their work will be free from defects of materials and workmanship, and shall remain in proper operating condition for a period of one (1) year.

4. This guarantee shall state and agree that Contractor, Subcontractor, and material supplier, if applicable, shall be responsible for repair or replacement of defective materials or work, including work or materials damaged thereby, at their own expense, with no additional cost to the Architect or Owner, for a period of one (1) year.

5. Date of Commencement of all guarantees shall be date of the "Certificate of Substantial Completion". Should a "Certificate of Substantial Completion" not be issued, the date of commencement of all guarantees shall be the date the Architect certifies the final "Pay Request."

6. Some guarantees extend beyond one (1) year, as specified in individual sections.

7. Work performed under this Guarantee and Article 12, item 12.2, shall be guaranteed for a period of one (1) year from date such work is completed.

END OF SECTION

SECTION 01080

CODES AND STANDARDS

1. Wherever reference is made in the technical sections to standard specifications of nationally known organizations, the latest edition in effect on date of this Specification shall govern unless otherwise stated herein. Where specific articles, sections, divisions or headings are not given, such specifications shall apply in full. Standard specifications when included herein, by abbreviations, or otherwise, shall form a part of this specification the same as if quoted in full. These organizations and their abbreviations include, but are not limited to, the following:

AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ADT	Alabama Department of Transportation Standard Specifications for Highway Construction
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWI	American Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society
CS	Commercial Standard, U.S. Department of Commerce
DFPA	Douglas Fir Plywood Association
FIA	Factory Insurance Association
FS	Federal Specification (of the U.S. Government)
IBC	International Building Code
IFC	International Fire Code
IPC	International Plumbing Code
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
NBS	National Bureau of Standards (of the Department of Commerce of the U.S. Government) for Commercial Standards and Simplified Practice Recommendations
NEC	National Electric Code of NBFU (National Bureau of Fire Underwriters)
NEMA	National Electric Manufacturing Association
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SPIB	Southern Pine Inspection Bureau
USASI	United States of America Standards Institute
UL	Underwriter's Laboratories

2. Furnish, if requested, certificates from manufacturers to the effect that products or materials provided for use in this work comply with requirements for materials or products specified.

END OF SECTION

SECTION 01270

UNIT PRICES

PART I – GENERAL

1.01 SECTION INCLUDES:

A. List of cost inclusions, for use in preparing bid.

B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED:
Unit prices included on the Proposal Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection; application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED:
Quantities indicated in the individual specification sections are for bidding and contract purposes only. Quantities and measurement of actual work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES:

A. Measurement methods delineated in the individual specification sections complement the criteria of this section.

B. Take all measurements and compute quantities. Measurement and quantities will be verified by Owner's designated Representative.

C. Assist by providing necessary equipment, workers and survey personnel as required.

D. Measurement by volume: Measured by cubic dimension using mean length, width and height or thickness.

1.05 PAYMENT:

A. Payment for work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Owner, multiplied by the Unit Price.

B. Payment will not be made 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 the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.06 DEFECT ASSESSMENT:

A. Replace Work, or portions of Work, not conforming to specified requirements.

B. The individual specification sections may modify this option or may identify a specific formula or percentage sum/price reduction.

C. The authority of Owner to assess the defect and identify payment adjust is final.

1.07 SCHEDULE OF UNIT PRICES:

A. Refer to 00310 PROPOSAL FORM.

PART II – PRODUCTS

Not Used

PART III – EXECUTION

Not Used

END OF SECTION

SECTION 01300

MATERIALS AND SUBMITTALS

1. GENERAL:
Unless required otherwise in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

2. MATERIALS:

   A. All materials, equipment, systems, and/or products furnished under this contract shall be new, unless required otherwise by the Contract Documents.

   B. Whenever any material, equipment system or product is specified to be provided in accord with a Federal Specification an ASTM Standard, United States Standard Specification, or other association standard, Contractor shall present an affidavit from manufacturer certifying that product complies with particular standard specification. Where necessary and requested or specified, support test data shall be submitted to substantiate compliance.

3. DEFINITIONS:

   A. Submittals are Shop Drawings, Product Data, Samples and/or other descriptive literature prepared by the Contractor to demonstrate to the Architect that he (the Contractor) understands the design intent and the requirements of the Contract Documents by indicating the exact materials, equipment, systems and/or items he (the Contractor) intends to furnish and install including fabrication and installation methods.

   B. Shop Drawings are drawings, diagrams, schedules, and other data especially prepared for the Work by the Contractor or any Subcontractor, Manufacturer, Supplier, or Distributor to illustrate some portion of the Work.

   C. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

   D. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

   E. Where the word "PRODUCT" appears herein, it shall mean materials, assembly, equipment, manufacturer's brands, trade name, items or similar description as applicable.

4. SUBMITTALS:

   A. Unless specified otherwise in other sections of this Project Manual, Contractor shall submit six (6) copies of Shop Drawings and any other information submitted for approval.

   B. Contractor shall legibly mark or stamp the Work" APPROVED", his name, and the date of each submittal indicating his approval of the submission and compliance with requirements of Contract Documents. Use of the word "CHECKED" or "REVIEWED" in lieu of "APPROVED", will not be accepted. Shop Drawings will not be accepted directly from Subcontractors or Suppliers.

C. The Contractor shall review, approve, and submit, with reasonable promptness and such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

D. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. The Contractor will not be relieved of responsibility for any deviation from the requirement of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or samples under subparagraph 4.2.7 of the General Conditions", unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

F. The Contractor shall direct specific attention, in writing, with, or on, submitted, Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect.

G. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 4.2.7, of the "General Conditions". All such portions of the Work shall be in accordance with approved submittals.

H. No note or comment, by Architect, on a Shop Drawing, shall be considered as authorization for an increase in Contract Amount. Should the Supplier or Contractor consider an increase warranted, he shall notify Architect and clarify the matter before proceeding with fabrication or delivery.

I. For submission of items, such as catalogs, Contractor shall delete or strike out information not pertinent to Work so that there is no possible area of confusion.

J. Contractor shall be responsible for delivery of Shop Drawings and Samples to the office of Architect with handling charges prepaid or assumed by him.

K. Architect reserves the right to review and approve Shop Drawings and Samples in a proper sequence, reflecting logical sequence or erection, installation, and assembly of various parts of Work.

5. Samples:

A. Shall be submitted in triplicate, except where other provisions are specified. Should Contractor desire more than one (1) Sample returned, he shall submit a fourth Sample in each instance, unless Architect has indicated he will keep only one (1) Sample of the item submitted.

B. Contractor shall assemble and deliver to Architect within one month of the signing of the Contract, a single package containing manufacturer's actual Samples, new and current, of materials requiring color, pattern, or texture approval. These Samples shall include, but are not limited to, the following:

1. Paint manufacturer's Samples of custom colors, including color deck, and removable color chips.

2. Toilet partitions.

3. Plastic laminate.

4. Floor finishes.

5. Ceiling materials.

6. Accessories.

6. INTERFERENCE DRAWINGS:

A. In instances where Shop Drawings affect Work of more than one trade, and when directed by Architect, Contractor shall prepare and submit "INTERFERENCE DRAWINGS", which indicate and define Work under affected trades, and obtain approval of Architect. Upon receipt, Contractor shall distribute print copies of approved drawings to affected trades. Affected trades shall cooperate in preparation of "INTERFERENCE DRAWINGS" to assure proper coordination.

B. Layout of equipment, accessories, and piping system are diagrammatic except as specifically dimensioned. Coordinate Work to achieve proper room, clear access to pipes and ducts and maximum usable area. At mechanical equipment rooms and like spaces, equipment, pipes, conduit, and ducts shall be carefully fitted into space provided in orderly, neat, and accessible manner and position.

7. SUBSTITUTIONS:

A. The intent of this paragraph is to encourage and permit competition on qualified products by reputable and qualified Contractors, Suppliers, and Manufacturers, whose products, reputations, and performances warrant approval for conditions, intent of design, and performance consideration.

B. Whenever any product is specified or indicated by describing proprietary items, model numbers, catalog number, manufacturer, trade names, or similar reference, Bidder obligates himself to submit proposals and accept awards of contracts based upon use of such products. Use of such reference is intended to establish measure of quality which Architect has determined as requisite and necessary for project. Where two or more products are shown or specified, Bidder has his option of which to use, provided product used meets requirements of specifications and design criteria. The right is reserved to approve or disapprove proposed deviations in design, function, construction, or similar differences that affect the design intent.

C. APPROVAL OF SUBSTITUTIONS PRIOR TO EXECUTION OF OWNER/CONTRACTOR AGREEMENT:

1. For acceptance of substitutions prior to bid opening, Bidders shall submit a request in writing at least seven (7) days prior to bid date and hour. Requests received after this time will not be reviewed or considered regardless of cause until after opening of bids and only through the successful Bidder.

2. Requests shall clearly define and describe products for which approval is requested.

3. Requests shall be accompanied by Manufacturer's literature, specifications, drawings, cuts, performance data, list of references, or other information necessary

to completely describe the substitute.

4. Acceptance by Architect will be in the form of an Addendum to drawings and specifications issued to prospective prime contract Bidders on record. The Addendum will indicate additional products which are approved for this project.

D. APPROVAL OF SUBSTITUTIONS AFTER EXECUTION OF OWNER/CONTRACTOR AGREEMENT WILL BE CONSIDERED ONLY UNDER THE FOLLOWING CONDITIONS:

1. Contractor shall place order for specified materials and equipment promptly upon award of contract. No substitutions will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed 10 days after approval by Architect of the item listed in specifications.

2. The reason for the unavailability is beyond the control of the Contractor. Unavailability will be construed as being due to strikes, bankruptcy, discontinuance by Manufacturer of a product, or Acts of God.

3. Requests for such substitutions shall be made in writing to Architect after award of Contract and within 10 days of the date on which Contractor ascertains that he cannot obtain materials or equipment specified, or approved equals.

4. Requests shall be accompanied by a complete description of materials or equipment which Contractor wishes to use as a substitute.

END OF SECTION

SECTION 01305

HHA ADMINISTRATIVE REQUIREMENTS

PART I – GENERAL

1.01 GENERAL:

A. Preconstruction meeting.

B. Progress meetings.

C. Construction progress schedule

D. Progress Photographs

E. Coordination drawings

F. Submittals for review, information and project closeout

G. Number of copies for submittals

H. Submittal Procedures

1.02 RELATED REQUIREMENTS:

A. Document HUD-5370 – GENERAL CONDITIONS: Dates for applications for Payments

B. Section 01701 – HHA PROJECT CLOSEOUT: Project record documents

1.03 PROJECT COORDINATION:

A. Project Coordinator: The General Contractor's Project Manager.

B. Coordinate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for staging and delivery access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the project coordinator.

D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instruction of Project Coordinator for use of temporary utilities and construction facilities.

F. Coordinate field engineering and layout work under instruction of the Project Coordinator.

G. Make the following types of submittals to Architect and Owner through the Project Coordinator:
   1. Request for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.

9. Coordination Drawings.
10. Closeout Submittals.

PART II – PRODUCTS

Not Used

PART III – EXECUTION

3.01 PRECONSTRUCTION MEETING:

A. Architect and Owner will schedule a meeting after Notice of Award.

B. Attendance Required:
1. Owner
2. Architect
3. Contractor
4. Major Subcontractors

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to contract.
6. Procedures and processing of field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and contract closeout procedures.
7. Scheduling.

D. Record minutes and distribute copies with two days after meeting to participants with two copies to Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS:

A. Schedule and administer meeting throughout progress of the Work at maximum bi-weekly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain project schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to the Work.

E. Record minutes and distribute copies within two days after meeting to participants, with two

copies to Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE:

A. Within 10 days after date established in Notice to Proceed, submit a preliminary schedule defining planned operation for the Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 7 days.

C. Within 14 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1. Include written certification that major contractor have reviewed and accepted proposed schedule.

D. Within 7 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

3.04 PROGRESS PHOTOGRAPHS:

A. Submit photographs with each Application for Payment, taken not more than 3 days prior to submission of Application for Payment.

B. Photography Type: Digital; electronic files.

C. Provide photographs of site and construction throughout progress of Work.

D. Take photographs on or about the 25th days of each month and as follows:
1. Completion of site clearing.
2. Excavations in progress.
3. Foundations in progress and upon completion.
4. Structural framing in progress and upon completion.
5. Enclosure of building, upon completion.
6. Final completion.

E. Email photographs prior to Application for Payment.

3.05 COORDINATION DRAWINGS:

A. Provide information required by the Project for preparation of coordination drawings.

B. Review drawings prior to submission to Owner.

3.06 SUBMITTALS FOR REVIEW:

A. At the time of the submittal of the Construction Progress Schedule the Contractor shall also submit a schedule of proposed submittals and samples for the Owner's and Architect's review and approval. Include description, control number, specification division identification and anticipated date of submission.

B. When the following are specified in individual sections, submit them for review.
1. Product data.
2. Shop Drawings.
3. Samples for selection.
4. Samples for verification.

C. Submit to the Owner and Architect for review for the limited purpose of checking for conformation with information given and the design concept expressed in the contract documents.

D. Samples will be reviewed only for aesthetic, color, or finish selection.

E. After review, provide copies and distribute in accordance with accordance with submittal procedures article below and for record documents purposed described in Section 01700 CLOSEOUT DOCUMENTS.

3.07 SUBMITTALS FOR INFORMATION:

A. When the following are specified in individual sections, submit them for information:
1. Design Data.
2. Certificates.
3. Test Reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Owner's knowledge as contract administrator. No action will be taken.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT:

A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

B. Submit for Owner's benefit and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS:

A. Documents for review:
1. Small size sheets, not larger than 8½ x 11 inches (215 x 280 mm): Submit the number of copies that include the Contractor, Subcontractor, Architect and applicable Architect's Consultants plus two copies that will be retained by Owner.
2. Larger Sheets, not larger than 30x42 inches (720 x 1008 mm): Submit the number of opaque reproductions that the

B. Documents for Information: Submit two copies that include the Contractor, Subcontractor, Architect and applicable Architect's Consultants plus two copies that will be retained by Owner.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner.
1. After review, product duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURE:

A. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

B. Identify Project, Contractor, Subcontractor, or supplier, pertinent drawing and detail number and specification section number, as appropriate on each copy.

C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimension, adjacent construction work, and coordination of information is in accordance with the requirement of the Work and contract documents.

D. Deliver submittals to Owner at business address.

E. Schedule submittals to expedite the Project, and coordinate submission of related items.

F. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.

G. Identify variations from Contract Documents and product or systems limitation that may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor, Subcontractor, Architect, Architect's Consultants (where applicable) and Owner review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirement.

K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

1. GENERAL:
The term "Contractor" as used throughout this Section is the person or entity identified as such in the Owner-Contractor Agreement unless otherwise noted. Contractor shall pay costs for all temporary facilities, until such time as provided for in General Conditions, Article 9.8.1.

2. SIGNS:
Owner reserves the right to erect such signs of kind or character deemed appropriate on or about premises in connection with project. Contractor shall in no instance display or permit to be displayed on or about premises a sign, trademark, poster, or other advertising device, except as may be approved by Architect.

3. STORAGE FACILITIES:
If desired, contractor may provide and maintain on the site watertight storage sheds for storage of materials which might be damaged by weather. Contractor must coordinate location with Facilities Director.

4. TOILET FACILITIES:
Contractor shall provide sanitary temporary toilet facilities and shall maintain toilet facilities in sanitary conditions at all times. Toilet shall comply with local sanitary requirements and be approved by Local Department of Health. Remove temporary toilet from site when project is complete.

5. TEMPORARY LIGHT AND POWER:

   A. Refer to "ELECTRICAL" section in Division 16 for other temporary light and power requirements.

   B. Contractor shall make arrangements with Facilities Director to provide temporary electric service from the existing building.

   C. Contractor shall provide, install, and maintain temporary lighting and power systems from point of service to any on-site location and requiring lighting and/or power.

6. TEMPORARY WATER:
Contractor shall make arrangements with Facilities Director to provide a temporary water service. He shall extend, from point of service, a water supply adequate for construction purposes. He shall pay for water used, protect lines against freezing, and be fully responsible for temporary installation in every way. He shall provide any and all hoses needed.

7. JOB TELEPHONE:
The Superintendent shall carry a cellular phone on his person at all times.

8. PROTECTIVE COVERING:

   A. Contractor shall protect finish surfaces, including door frames, trim, walls, floors, ceilings, and soffits of spaces used as passageways or through which materials are handled, against any possible damage resulting from construction work.

   B. Finished surfaces, including factory-finished and job-finished items, shall be clean and not marred upon delivery of building to Owner. Contractor shall, without extra compensation, refinish such spaces where such surfaces have been inadequately protected and are damaged.

C. Tight wood sheathing shall be laid under any materials that are stored on finished cement surfaces. Lay reinforced non-staining kraft building paper and plywood or planking over finished floor surfaces in traffic areas before moving any materials over these finished areas. Wheelbarrows, if used over such areas, shall have rubber tired wheels.

D. Roof surfaces shall not be subjected to traffic nor shall they be used for storage of material. Where some activity must take place in order to carry out the Contract, adequate protection shall be provided.

E. In performing processes requiring use of water or in cleaning operations, Contractor shall insure that no leakage of water to other portions of structure occurs. Contractor shall contain flow of moisture to the extent that no damage occurs to work in place.

9. CONSTRUCTION LOADS ON STRUCTURES:

A. Structures are designed to support loads of completed work. No provision has been included for unusual stresses or loads imposed by construction operations or equipment.

B. Should Contractor desire to place loads in excess of design loads of part of structure, he shall prepare and submit for Architect's approval, drawings, and stress calculations prepared by a registered professional structural engineer of new work indicated and substantiating the proposed method for supporting materials, scaffolding, machines, and similar heavy or vibrating pieces.

C. Cost of engineering checking and additional inspection, if required of Architect or his Consultants, and additional labor and materials, required to support loads other than those encompassed in the original design, shall be included in the Proposal for entire work.

D. Do not load structures in excess of design loads prior to submission and approval of necessary drawings and calculations.

9. TEMPORARY FENCE:
Shall be installed where required to divert pedestrian traffic. Fence shall be a manufactured fence suitable for its purpose, with location approved by Facilities Director and type approved by Architect before installation and shall be kept in good repair throughout the course of the project.

END OF SECTION

SECTION 01600

MATERIALS DELIVERY, STORAGE, AND HANDLING

1. Secure supplier's specific recommended storage requirements for products and materials to be stored.

2. The following storage requirements are in addition to suppliers recommended storage requirements:

   A. DELIVERY:

      1. Deliver materials in manufacturer's original unopened packaging with identification labels intact and legible.

      2. Replace damaged or contaminated containers and materials.

   B. STORAGE:

      1. Store materials off of ground and concrete floors.

      2. Cover and protect materials from damage due to weather and construction operations.

      3. Maintain stored materials clean and free of dirt, grease, foreign matter and construction debris.

      4. Store sheet materials stacked flat.

      5. Store roll materials on end.

      6. Store emulsion and liquid type products in temperatures above 40 degrees F.

   C. HANDLING:

      1. Handle sheet material, such as drywall, to avoid undue sagging.
      2. Handle rolled goods so as to prevent damage to edges and ends.

   D. PROTECTION:

      1. Protect steel materials from corrosion.
      2. Protect finished surfaces from damage.
      3. Protect insulation from direct sunlight and moisture.
      4. Protect edges of sheet material from damage.

3. Contractor shall be responsible for compliance with storage requirements.

4. Materials damaged due to improper storage shall be replaced by the Contractor at no cost to the Owner.

5. OWNER-FURNISHED ITEMS AND EQUIPMENT:
   Store and handle Owner furnished items and equipment per the requirements of this Section.

END OF SECTION

SECTION 01605

PRODUCTS AND SUBSTITUTIONS

PART I - GENERAL

1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS:

A. DEFINITIONS:

"Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. SUBSTITUTIONS:

The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions", and are subject to requirements hereof.

C. STANDARDS:

Refer to Division 1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.03 QUALITY ASSURANCE:

A. SOURCE LIMITATIONS:

To the greatest extent possible of each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

B. COMPATIBILITY OF OPTIONS:

Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.04 SUBMITTALS:

A. REQUESTS FOR SUBSTITUTIONS:
Submit three (3) copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant quantities between specified item and proposed substitution, statement of effect on construction time and coordination with other's affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.05 PRODUCT DELIVERY, STORAGE & HANDLING:

A. GENERAL:
Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.06 WARRANTIES (GUARANTEES):

A. CATEGORIES OF SPECIFIC WARRANTIES:
Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications.

1. SPECIAL PROJECT WARRANTY (GUARANTEE):
A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

2. SPECIFIED PRODUCT WARRANTY:
A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.

3. COINCIDENTAL PRODUCT WARRANTY:
A warranty which is not specifically required by contract documents (other than as specified in this section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

B. REFER TO INDIVIDUAL SECTIONS:
Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

C. GENERAL LIMITATIONS:
It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of Substantial Completion, or 4) Insurrection or acts of aggression including war.

D. RELATED DAMAGES AND LOSSES:
In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

1. CONSEQUENTIAL DAMAGES:
Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

E. REINSTATEMENT OF WARRANTY PERIOD:
Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time ending upon date original warranty would have expired if there had been no failure.

F. REPLACEMENT COST, OBLIGATIONS:
Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.

G. REJECTION OF WARRANTIES:
Owner reserves the right, at time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

H. CONTRACTOR'S PROCUREMENT OBLIGATIONS:
Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

I. SPECIFIC WARRANTY FORMS:
Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

PART II - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCES:

A. GENERAL:
The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

B. PROCEDURES FOR SELECTING PRODUCTS:
Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

1. SINGLE PRODUCT/MANUFACTURER NAME:
Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

2. TWO OR MORE PRODUCT/MANUFACTURER NAMES:
Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

3. "OR EQUAL":
Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's/Engineer's approval (by change order) to provide an unnamed product.

4. "NAMED"
Except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer for the acceptance before proceeding.

5. STANDARDS, CODES AND REGULATIONS:
Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

6. PERFORMANCE REQUIREMENTS:
Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

7. PRESCRIPTIVE REQUIREMENTS:
Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

8. VISUAL MATCHING:
Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.

9. VISUAL SELECTION:
Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures...", or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.02 SUBSTITUTIONS:

A. CONDITIONS:
Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.

1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.

2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly to coordinate various activities properly.

3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.

4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.

5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

B. WORK RELATED SUBMITTALS:
Contractor's submittal of (and Architect's/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS:

A. GENERAL:
Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

1. STANDARD PRODUCTS:
Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

2. CONTINUED AVAILABILITY:
Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

B. NAMEPLATES:
Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

1. LABELS:
Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous

2. EQUIPMENT NAMEPLATES:
Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

END OF SECTION

SECTION 01701

HHA PROJECT CLOSEOUT

1. PROJECT CLOSEOUT SHALL FOLLOW THE FOLLOWING SEQUENCE:

   A. SUBSTANTIAL COMPLETION:
   Substantial Completion shall be determined by the Architect. Certificate of Substantial Completion to be issued by Procurement Officer.

   B. COMPLETION OF PUNCH LIST:
   Contractor shall complete all items on Punch List from “PRE-FINAL" inspection, and so inform Architect in writing.

   C. FINAL INSPECTION:
   Architect and Owner, with Contractor, will verify that all Punch List items have been completed or otherwise resolved.

   D. EXECUTION OF CHANGE ORDER FOR ADDITIONAL WORK AND/OR TIME.

   E. SUBMISSION OF CLOSEOUT DOCUMENTS:
   As defined in Item No. 2 below.

2. CLOSEOUT DOCUMENTS:
   Contractor shall submit **2 each** of the following documents to the Architect before the final certificate for payment is approved. One notarized original and one copy is acceptable.

   A. Maintenance Manual as specified in "INCIDENTAL WORK" section of Division 1.
   B. "Record" drawings as specified in "INCIDENTAL WORK" section of Division 1.
   C. *Consent of Surety to Final Payment*, AIA Form G707.
   D. *Contractor's Affidavit of Release of L*ien, AIA Form G706A.
   E. *Contractor's Affidavit of Payment of Debts and Claims*, AIA Form G706.
   F. Release of Liens from all Subcontractors and Materials Suppliers, with Contract amounts of $1,000.00 or more.
   G. General Contractor's Guarantee.
   H. Guarantee on all Major Sub-Contracts, with Contract amounts of $1,000.00 or more.
   I. Legal Affidavit for the Advertisement of Job Completion (4 consecutive weeks)
   J. Additional documents as required and stipulated in Division 0.

   One (1) copy of forms for C, D, and E will be furnished by Architect, upon request of Contractor.

3. Contractor may consult with Architect and arrange a schedule for minimum time lapse between release of liens and final payment.

END OF SECTION

SECTION 01710

CLEANING

PART I - GENERAL

1.01 DESCRIPTION:

A. Execute cleaning during progress of the work and at completion of the work, as required by General Conditions.

B. Related requirements in other parts of the Specifications:

C. General Conditions

1.02 DISPOSAL REQUIREMENTS:
Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART III - PRODUCTS

2.01 MATERIALS:

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART III - EXECUTION

3.01 DURING CONSTRUCTION:

A. Execute daily cleaning to keep the work, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials, debris and rubbish. Debris shall not be thrown through windows nor into foundation trenches.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL:

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RODENT AND VERMIN CONTROL:

A. All precautions shall be exercised to control the entry and breeding of rodents and vermin.

B. At the time of final inspection or six months after occupancy, if the construction is found to be inhabited by rodents and/or other vermin, the Contractor shall bear the expense of extermination.

3.04 FINAL CLEANING:

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.

C. Hardware shall have stains, dust, dirt, paint and other disfigurement removed and shall be thoroughly cleaned and polished.

D. Cabinets, built-ins and equipment shall be thoroughly cleaned and dusted.

E. Wash mirrors, ceramic tile and plumbing fixtures, wash glass on both sides, leave glass and mirrors in first class condition. Scratched, marred or otherwise disfigured glass or mirrors shall be replaced.

F. Scratched, marred or otherwise disfigured aluminum or other finished metals shall be replaced.

G. Ventilating systems:

1. Clean permanent filters and replace disposable filters if units were operated during construction.

2. Clean ducts, blowers and coils if units were operated without filters during construction.

H. Broom clean exterior paved surfaces, rake clean other surfaces of the grounds.

I. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

J. Upon completion of final cleaning, cleaning equipment, materials and debris shall be removed from building and premises left clean.

END OF SECTION

SECTION 02480

LANDSCAPING

PART I - GENERAL

1.01 SCOPE:
This section covers Landscaping, including all labor, materials, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 DESCRIPTION:

A. Nomenclature: Plant materials used shall be true to name and size in conformity with the following standards:

1. American Joint Committee on Horticulture Nomenclature. 1942 Edition of Standardized Plant Names, Published by Mount Pleasant Press, J. Horace McFarland Company, Harrisburg, PA.

2. American Association of Nurseryman 1949 Edition of Horticultural Standards, Revised April 15, 1951, Published by American Association of Nurseryman, Inc.

1.03 DELIVERY, STORAGE AND HANDLING:
Deliver, pack, transport and handle plants with care to insure adequate protection against injury. Each shipment shall be certified by State and Federal authorities to be free from disease and infestation. Any inspection certificates required by law to this effect shall accompany each shipment invoice or order of stock, and on arrival, the certificate shall be filed with Architect. Bare-root plants which cannot be planted immediately after delivery shall be properly maintained.

1.04 WARRANTY:
All plants shall be warranted to remain alive and healthy for three (3) months, beginning at Date of Substantial Completion.

PART II - PRODUCTS

2.01 GENERAL:
Landscaping is limited to the replacement of all landscaping damaged during construction. Replace with material which complies with this section. Re-mulch as required.

2.02 PLANT MATERIALS:

A. Plant List: A complete list of plants, including a schedule of quantities, sizes, and other requirements, is shown on the drawings.

B. Quality: Plants shall be Nursery Grade No. 1 or better. Plants shall have normal well developed branches and vigorous, fibrous root system. They shall be sound, healthy, vigorous, free from defects, disfiguring knots, abrasions of the bark, sun-scale injuries, plant diseases, insect eggs, borers, and other forms of infection. Plants shall be nursery grown under the same climatic conditions as the location of this project for at least two years prior to date of planting on this project. Plants which have been held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a surface favorable to good root development. All collected material shall be clean, sound stock and all be free from decaying stumps.

C. Measurements: Size and grading standards shall conform to those of the American Association of Nurserymen unless otherwise specified. A plant shall be dimensioned as it stands in its natural position. Stock furnished shall be a fair average between the minimum and maximum sizes specified. Large plants which have been cut back to the specified sizes will not be accepted.

D. Wrapping and Guying and Details: All materials used in wrapping, guying protection shall be as indicated on the drawings.

PART III - EXECUTION

3.01 INSPECTION OF PLANTS:

A. Inspection: Plants shall be subject to inspection in the nursery or collecting grounds before any plants are dug. No plant material shall be planted until it is inspected and approved by Architect at the site of the project. Architect shall be the sole judge of the quality and acceptability of the materials. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost.

B. The Contractor shall accompany Architect on the inspection trips.

3.02 PREPARATION OF PLANTS:

A. Plants shall be dug to retain as many fibrous roots as possible. All plants shall be dug immediately before moving.

B. Balled and burlapped, and balled and platformed plants shall have a solid ball of earth held in place by burlap and rope. Oversize or exceptionally heavy plants are acceptable if the size of the ball or spread of the roots is proportionally increased to the satisfaction of the Architect. Broken, loose, or manufactured balls will be rejected. Balled and platformed plants shall be tied with a rope to sturdy platforms equal in size to the diameter of the upper half of the ball of earth.

C. Bare-root plants shall be puddled immediately after digging by immersing the roots in a thick mixture of clay and water so as to completely coat the roots with clay.

3.03 INSTALLATION:

A. Time of Planting: Begin planting when other site work including placing of topsoil to finished grade, has progressed sufficiently to permit planting. Thereafter, planting operations shall be conducted under favorable weather conditions during the next season or seasons which are normal for such work as determined by accepted practice in the locality of the project. At the Contractor's option and full responsibility, planting operations may be conducted under unseasonable conditions without additional compensation.

B. Layout: New planting shall be located as indicated except where obstructions overhead or below ground are encountered or where changes have been made in construction. Prior to the excavation of planting areas or plant pits, or placing tree stakes, Contractor shall ascertain the location of utility lines so that proper precautions may be taken not to disturb or damage any subsurface improvements. Should obstructions be found, Contractor shall promptly notify Architect who will arrange to relocate the plant material. Adjustments shall be approved by Architect.

C. Setting Plants: Place plants upright and turned so the most attractive side is viewed. Remove platforms, wires and surplus bindings from the top and sides of balls. Remove no burlap from balls unless directed by Architect.

D. Backfilling or planting pits and planting beds: Use a mixture containing 1/3 peat moss and 2/3 topsoil. Backfill planting pits and beds to fill voids and to avoid breaking or bruising roots. Tamp backfill firm to prevent settlement. When pit is nearly filled, water and allow the water to soak away. If settling of the backfill occurs after watering, add more backfill to bring to proper level.

E. Pruning and Repair: Prune or clip plants to preserve natural character. No plants shall be pruned or clipped prior to delivery except with permission of Architect. Broken or badly bruised branches shall be removed with a clean cut. Pruning shall be done with sharp tools. Pruning cuts 2" in diameter or larger shall be painted over with tree paint. Accidental damage to trees and shrubs occurring during the course of planting operations which is not so great as to necessitate removal of a branch or replacement of a plant shall be promptly treated as required in accord with recognized horticultural practices.

F. Wrapping, Guying, Staking and Protecting Plants: Immediately after planting, wrap, guy and stake all large plants.

G. Watering: Water each plant immediately following planting. All mulch beds to be watered in.

3.04 MAINTENANCE:

A. Maintenance shall include weeding, watering, mulching, cultivating, fertilizing, spraying, repairing and tightening of guy wires, resetting of plants to an upright position or proper grade, removal and replacement of dead material and other necessary operations as may be required to keep the plant alive in a healthy growing condition. Watering may be done by Owner with consultation from Contractor.

B. Maintenance work shall be performed as required throughout the warranty period.

C. Final Inspection and Replacements: Inspection of the planting to determine its final acceptance will be made at the conclusion of the warranty period. No plants will be accepted unless they are alive and healthy. Contractor shall replace plants which are dead, or have lost their natural shape due to dead branches, excessive pruning, inadequate or improper maintenance. The cost of such replacement shall be borne by Contractor.

END OF SECTION

SECTION 02630

PRE-SLOPED CHANNEL DRAIN SYSTEM

PART I – GENERAL

1.01 SCOPE:

This section covers Pre-Sloped Channel Drain System, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED & PROVIDED UNDER OTHER SECTIONS:

A. Gutters & Downspouts
B. Concrete Pads, Curb & Gutter
C. Downspout Adapters

1.03 SUBMITTALS:

A. Product Data: Submit manufacturer's product data, including installation instructions.

B. Shop Drawings: Submit manufacturer's shop drawings, indicating layout, materials, components, accessories, and dimensions.

C. Warranty: Submit manufacturer's standard warranty.

1.04 DELIVERY, STORAGE, AND HANDLING:

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, cool, dry area in accordance with manufacturer's instructions. Do not store materials in direct sunlight.

C. Handling: Protect materials during handling and installation to prevent damage.

PART II – PRODUCTS

2.01 MANUFACTURER:

A. NDS, Inc., www.ndspro.com., ABT Inc,, www.abtdrains.com, or approved equal.

2.02 PRE-SLOPED CHANNEL DRAIN:

A. Forms:
1. Description: 8¼ -inch wide trench drain system.
a. Material: Molded, gray, structural-foam polyethylene with UV inhibitor.
b. Built-In Slope: 0.7 percent.
c. Inside Diameter: 6 inches.
d. Each Modular Channel Section: 4-feet long. Molded bottom outlet.
e. Pre-Installed Locking System: Locks grate to integral frame.
f. Integral Rebar Supports: Located at 24-inch intervals along each side of channel contain internal protruding knob to grip No.4 rebar to provide channel height adjustment during installation.
g. Tongue-and-Groove Ends: Connect to allow for precise fit and straight channel runs.

B. 2-Foot Cast Iron Channel Grate:
   1. Description: 2-foot, heavy-duty, cast iron, channel grate.
   3. Grate Openings: ADA Compliant and heel proof
   4. Color: Black.

2.03 FRAMES/RAILS:

A. Description: Epoxy coated 1-3/4 x 1-3/4 ASTM36 steel angles.

B. Anchors: Standard headed concrete anchor studs.

PART III – EXECUTION

3.01 EXAMINATION
Examine areas to receive pre-sloped channel drain system. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION:

A. Install pre-sloped channel drain system in accordance with manufacturer's instructions at locations indicated on the Drawings.

B. Excavate trench to ensure proper bedding of concrete beneath and on both sides of channel.

C. Install top of drain system level and to proper elevation.

D. Ensure directional flow arrows located on bottom of channel are pointing in direction of flow, toward catch basin and/or evacuation outlet.

. E. Ensure catch basin is at required elevation and location to drain system.

F. Apply silicon sealant to seal joints of drain system.

G. Install and tape grates before placing concrete.

H. Concrete:
   1. Place concrete beneath and on both sides of drain system.
   2. Ensure concrete has a minimum compressive strength of 3,500 psi at 28 days.
   3. Concrete shall be as specified in Section 03300.

I. Recess top of drain system to be 1/8 inch below concrete finish grade.

3.03 PROTECTION:
Protect installed pre-sloped channel drain system from damage during construction.

3.04 CLEAN-UP:
Remove and dispose of excess materials, litter and debris, leaving work areas in a clean condition.

END OF SECTION

SECTION 03310

CONCRETE WALKS, CURBS & GUTTERS

PART ONE - GENERAL

1.01 SCOPE:
The work under this section consists of all Concrete Walks, Curbs and Gutters, including all materials, labor, equipment, and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 PROTECTION:
Maintain lights and barricades during the course of the work.

PART II - PRODUCTS

2.01 GENERAL:
This section pertains to patching and replacement of walks, curbs, and gutters which require partial demolition related to the diversion of stormwater from the roof drainage system.

2.02 MATERIALS:

A. Concrete shall conform to the requirements of Concrete Section. Minimum compressive strength shall be 4000 psi at 28 days. The maximum size of coarse aggregate shall be 3/4" and maximum slump of 3". Submit concrete mix for approval.

B. Joint filler shall be non-extruding pre-molded materials 2" thick, cut to the shapes required by the drawings.

C. Curing materials may be either cotton or mats or burlap. If burlap is used, it shall be free from substances which might stain the surface of the freshly laid concrete. Concrete may also be cured by means of membrane-curing compound.

D. Form oil shall be non-staining oil which is suitable for the type of form used and which is manufactured for the purpose by a recognized manufacturer.

2.03 FORMS:
Forms shall be of wood or metal, straight and free of warp and of sufficient strength to resist spring during the process of depositing concrete against them. Forms shall be of a depth equal to the thickness of the concrete.

PART III - EXECUTION

3.01 SUBGRADE:

A. The sub-grade shall be thoroughly and uniformly compacted to 95% Proctor and moistened prior to placing concrete. Care shall be taken not to cause pools of water or muddy or soft sub-grade.

B. Where soft sub-grade is encountered, remove the unstable material and fill with suitable material that can be compacted as specified above.

3.02 FORM INSTALLATION:
Forms shall be staked rigidly in place to the required lines and grades as indicated with a tolerance of not greater than 2" in 40 feet. Forms shall be clean, tight and shall not leak mortar. Forms shall be oiled before concrete is placed.

3.03 CONCRETE PLACEMENT:
Concrete shall be poured in full compliance of the requirements as set forth in the concrete section.

3.04 JOINTS:

A. Walks: Transverse expansion joints ½″ joints. The width shall be placed at intervals not to exceed 30 feet in straight runs and at locations where walks abut other concrete paving, walks, slabs or structures. The slabs between expansion joints shall be divided into blocks not to exceed five feet in length by tooled transverse control tool for scoring control joints shall penetrate one inch into the slab and product finished edges having 1/4" radius along both sides of the joints. Every 15 feet a contraction joint shall be cut entirely through the slab (1/4 of the slab depth, minimum). Exposed edges shall be tooled to a 1/4" radius.

B. Curbs: Provide 1/8" thickness, full depth joint at 10'-0" o.c. and at changes in direction of curb. Provide 2" expansion joint at 30 feet o.c. in straight runs and at intersections with walks or pads.

3.05 FINISHING:

A. Curbs shall be finished with wood trowels, to produce a sandy textured surface.

B. Walks shall be finished to provide a plain roughened surface. Apply two steel trowelings for densifying and then slightly roughen the surface by lightly applying a wad of burlap, a broom or a brush. If the slab is set too hard for proper results when using burlap, the burlap may be slightly wetted. When using a broom or brush, no additional moisture will be permitted.

C. All sidewalks shall be crowned equal to 1/8" for every one foot of width of walk. When walk abuts along one side of a building or wall, the walk shall slope 1/4" per foot away from wall or building.

3.06 REMOVAL OF FORMS:
Remove forms within 24 hours after the concrete has been placed. Patch minor honeycombed areas with cement mortar, composed of one part cement and two parts fine aggregate. Major honeycombed areas will be considered as defective work and shall be removed and replaced.

3.07 CLEAN-UP:
Remove all construction marks, soil staining or other discoloration from all concrete work prior to Project completion. Remove and dispose of excess materials, litter and debris, leaving work areas in a clean condition.

END OF SECTION

SECTION 04211

BRICK MASONRY CLEANING

PART I - GENERAL

1.01 SCOPE:

This section covers Existing Brick Masonry Cleaning, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

PART II - MATERIALS

2.01 CLEANING MATERIALS:

A. WATER:
Clean, drinkable water free from deleterious amounts of acids, alkalies, and organic materials.

B. CLEANER:
Diluted detergents may be used. Muriatic acid cleaners containing phosphates, abrasive or chemical laden cleansers are not allowed.

PART III - EXECUTION

3.01 GENERAL:

A. No brick cleaning shall take place when temperature is below 32 degrees F on a rising thermometer or below 40 degrees F on a falling thermometer unless adequate precaution against freezing is provided.

B. Clean by repeated gentle washings where possible. Power washing is permitted only at low pressure (less than 1000psi). Avoid spraying up into vents and soffits.

3.13 POINTING AND CLEANING:

A. Clean all exposed work using wire brush and clean water only.

B. Use of muriatic acid or other cleaning agents will not be permitted without written approval of Architect.

C. Repoint all defective joints.

D. Finished work shall be free of excess mortar, dirt, efflorescence, stains and other discolorations and blemishes.

3.14 CLEAN-UP:
Remove and dispose of excess materials, litter and debris, leaving work areas in a clean condition.

END OF SECTION

SECTION 06101

ROUGH CARPENTRY

PART I - GENERAL

1.01 SCOPE:
This section covers wood framing not exposed to view, both sides and outside of completed building, including all materials, labor, services, and equipment necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 WORK SPECIFIED IN THIS SECTION INCLUDES BUT IS NOT LIMITED TO:

A. ROOF BLOCKING:
At perimeter of roof and roof penetrations.

B. WOOD BLOCKING:
Indicated on drawings or as required for anchorage of, or support of, Specialty Items specified in Division 10 and other items required to complete the building.

1.03 RELATED WORK SPECIFIED & PROVIDED IN OTHER SECTIONS:

A. Finish Carpentry
B. Concrete Walks, Curbs & Gutters

1.04 COORDINATION:
Coordinate the location of nailers, furring, grounds, similar supports, and other rough carpentry work for other trades so that installation of finish work may be properly executed.

1.05 HANDLING AND STORAGE:
Protect materials from weather when delivered at site. Immediately place under cover and adequately protect from weather. Do not erect material in or on wet or damp portions of building until such work has become reasonably dry.

PART II - MATERIALS

2.01 DIMENSIONAL LUMBER:

A. GENERAL:

1. All lumber shall be southern pine graded in accordance with the Southern Pine Inspection Bureau (SPIB) rules and shall bear the SPIB grading stamp.

2. All lumber, 2 inches or less in thickness, shall be kiln dried to 15% maximum moisture content.

B. DESIGN STRESSES:
Graded No. 2 with 1300 psi minimum working stress.

C. PRESSURE TREATED LUMBER:
All lumber in contact with masonry or concrete and all lumber at roof edges and roof penetrations shall be pressure treated. Pressure treatment shall be "Wolmanized Treatment" waterbound salts by Kopper Company, Inc., or an equal approved by Architect. Treatment shall produce minimum net retention of .35 pounds per cubic foot of lumber.

2.02 CONSTRUCTION PANELS:
Each panel shall comply with the requirements of the appropriate American Plywood Association (APA) Performance Standard and shall be identified by the appropriate APA trademark for rated sheathing, exposure 1, conventional veneered plywood.

A. Combination Subfloor/Underlayment: APA Rated STURD-I-FLOOR; 3/4" thickness; tongue and groove edge.

B. Plywood Flooring: APA Rated A/C Sheathing; 3/4" thickness; square edge.

C. Wall Sheathing: APA Rated Sheathing; 2" thickness; square edge.

D. Roof Sheathing: APA Rated Sheathing; 5/8" thickness; square edge.

2.03 FASTENERS:

A. Coated common nails shall be in accord with Federal Specification FF-N-105.

B. Screws shall be in accord with Federal Specification FF-S-111.

C. Anchor bolts shall be in accord with Federal Specification FF-B-517 and FF-B-575 and shall be 2" round. Extend bolts at least 4" into masonry or concrete, with 2" bend on ends.

D. Expansion bolts shall be 2" with expansion shields in accord with Federal Specification FF-S-325.

E. Bolt heads and nuts bearing on wood shall have standard washers.

F. Explosive-driven fastenings shall achieve full penetration without splitting wood.

PART III - INSTALLATION

3.01 GENERAL:

A. Provide wood members in lengths as long as practical.

B. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.

B. Cutting shall be done in a neat manner using tools necessary to produce square cuts, holes, and notches where required.

3.03 FRAMING:
Install framing members in such a manner as to provide a true, even, straight plane. Reject members not suitably straight as well as those members having blemishes which would impair the strength of the member. Provide whatever spacing or blocking as may be required to bring members into alignment.

3.04 NAILING:

A. Number and size of nails shall achieve a rigid and solid connection. Space and size nails as necessary to prevent splitting or provide bored holes at least one (1) drill size smaller than nails.

B. Nailing shall conform to International Building code requirements.

3.05 BOLTED WORK:

Bore holes of the same diameter as bolts true to line. Drive bolts into place with a snug fit. Provide plates or washers between bolt head or nut and wood surface. Turn up nuts, bolts and lag screws and make tight at time of installation and again just before being enclosed with other work or at completion of work. Bolts for securing woodwork to metal shall be length required to suit condition. Bolt fastenings to concrete and solid masonry shall be embedded wherever possible; otherwise use expansion shields set in drilled holes. Unless otherwise noted, bolts are 2" diameter, 3'-0" maximum spacing, of length suitable for rigidity. Countersink bolt heads that are covered by other work.

3.06 TREATED WOOD:

Cut or bored shall have cut surface brush-treated with two (2) coats of same preservative specified for pressure treatment.

3.07 CLEAN-UP:

Remove excess materials and debris resulting from operations of work of this section. Leave entire work in neat, clean condition, ready to receive work of other sections.

END OF SECTION

SECTION 06200

FINISH CARPENTRY

PART I - GENERAL

1.01 SCOPE:
This section covers wood items exposed to view inside and outside of finished building, including all materials, labor, service, and equipment necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED UNDER OTHER SECTIONS:

A. Rough carpentry
B. Clad Window Units

1.03 MATERIALS STORAGE:

A. Place materials under ventilated cover and protect from weather when delivered at site.

B. Do not store or erect kiln-dried material in wet or damp portions of building or in areas where plastering or similar work is to be executed until such work has been completed and has become reasonably dry.

C. Store plywood stacked flat on skids or runner boards.

1.04 COORDINATION:
Coordinate work of this section with other trades on which or in which work of this section is to be installed.

PART II - MATERIALS

2.01 MOISTURE CONTENT OF LUMBER:
Kiln dry lumber to 8% moisture content for 85% of materials and 10% maximum for any one piece.

2.02 INTERIOR TRIM:
Solid, clear birch of sizes and shapes indicated on drawings.

2.03 PLYWOOD:
APA-INT, Birch "A" face for exposed surface, minimum "C" face for semi-exposed surfaces. Stain veneer. All exposed faces to be stained birch veneer.

2.04 FABRICATION:

A. Items which cannot be manufactured in one place shall have joints at logical breaking points and shall be so noted on shop drawings.

B. Finish work shall be smooth, free from abrasion, tool marks, raised grain, etc., on exposed surfaces.

PART III - INSTALLATION

3.01 ENVIRONMENTAL CONDITIONS FOR INTERIOR WORK:
Work of this section shall not begin until exterior openings are closed and concrete, masonry and other wet work is completed and reasonably dry. Provide ventilation and heat to maintain uniform temperature between 65 degrees F and 80 degrees F before, during and after work of this section.

3.02 INSPECTION OF SURFACES:

A. Inspect surfaces to receive finish carpentry work for conditions which could prevent satisfactory installation.

B. Verify that anchors, grounds, rough blocking and framing are properly installed and adequate in size and strength to receive finish carpentry.

3.03 WORKMANSHIP:
Items required to be built up shall be clamp glued as well as nailed. Nailing shall be "blind" where possible. Face nailing shall be with finishing nails set to receive putty. Space nails to achieve positive anchorage and tight joints and at edge and end distances required to prevent splitting. Drill if necessary to prevent splitting, using one drill size smaller than nail. Install all members in as long lengths as practicable. Cope work at returns and at internal angles. Miter at external corners. Joints in running work shall be splined and glued. Kerf back of wide flat members. Hand sand finish surfaces to free them of machine or toll marks that will show through finish. Ease all exposed external corners. Face nailing shall be kept to a minimum.

3.04 CLEAN-UP:
Remove all excess materials and debris from site and leave areas broom clean.

END OF SECTION

SECTION 07250

EXTERIOR INSULATION & FINISH SYSTEM

PART I - GENERAL

1.01 SCOPE:
This section covers Exterior Insulation & Finish System, including all materials, labor, equipment, and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 SUMMARY:
Exterior insulation and finish system, with colors, patterns, and shapes as indicated over gypsum sheathing.

1.03 SUBMITTALS:

A. Manufacturer's product data.

B. Samples showing color and texture.

C. Four (4) copies of shop drawings including adjacent construction.

D. Field-built mock-up.

1.04 QUALITY ASSURANCE:

A. Installer acceptable to EIFS manufacturer.

B. Fire tests and performance as required by applicable codes, ASTM E108, ASTM E119, ULC-S101, UBC 17-6 multi-story test.

C. Maximum deflection of supporting structures, L/240.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Stack insulation boards flat and off the ground.

B. Keep material dry and protected.

C. Protect coatings from freezing and temperature above 90° F. Store away from direct sunlight.

D. Protect Portland cement products from moisture and humidity.

1.06 WARRANTY:
Provide manufacturer’s standard labor and material warranty.

PART II - MATERIALS

2.01 MANUFACTURERS:
Acceptable manufacturers' subject to compliance with requirements. Provide products by one of the following:

A. STO INDUSTRIES, www.fanacofasteners.com
B. BASF WALL SYSTEMS – FINESTONE, www.finestone.cc
C. DRYVIT SYSTEMS, INC., www.dryvit.com www.dryvit.com
D. UNITED STATES GYPSUM COMPANY, www.usg.com

2.02 WEATHER BARRIER:(Secondary Weather Resistive Barrier):
Minimum one layer, Tyvek or equal. Tape edges and penetrations. Install per manufacturer's instructions.

2.03 FLASHING:

A. Flexible Flashing–rubberized asphalt cold applied, self adhering membrane.

B. Sheet Metal Flashing–minimum No. 26 gauge galvanized sheet metal, corrosion-resistant metal.

2.04 DRAINAGE MAT:
Ultra-lath, a self-furring pvc (polyvinyl chloride) lath manufactured by Plastic Components, Inc.

2.05 ADHESIVES:

A. One-component, polymer-modified cement-based adhesive.

B. One-component, polymer-modified cement-based high build adhesive.

2.06 INSULATION BOARD:
Nominal 1.0 lb/cu. ft. (16 kg/m3) Expanded Polystyrene (EPS) Insulation Board in compliance with ASMT C 578, Type I requirements, and EIMA Guideline Specification for Expanded Polystyrene (EPS) Insulation Board, minimum 1 inch (25 mm) thick.

2.07 REINFORCING MESHES:

A. Standard Mesh - Provide in typical condition.
Nominal 4.8 oz./sq. yd. (163 g/m2), symmetrical, interlaced open-weave glass fiber fabric made with minimum 25 percent by weight alkaline resistant coating.

B. Ultra High Impact Mesh - Provide a minimum height of 6'-0" above grade at all areas accessible to pedestrian traffic.

Nominal 15 oz./sq. yd. (509 g/m2), ultra-high impact, double strand, interwoven, open-weave glass fiber fabric with alkaline resistant coating.

C. Detail Mesh– Provide where required for standard EIFS back wrapping or pre-wrapping and aesthetic detailing.

Nominal 4.5 oz./sq. yd. (153 g/m2) flexible, symmetrical, interlaced glass fiber fabric with alkaline resistant coating.

D. Corner Mat Mesh - Provide at inside and outside corners 6.25 oz./sq. yd. (212 g/m2), pre-creased, heavy-duty open-weave woven glass fiber fabric with alkaline resistant coating.

2.08 PRIMER:
Acrylic based primer.

2.09 STARTER TRACK:
Rigid pvc (polyvinyl chloride) plastic track with weep holes and drip edge as furnished by Plastic Components, Inc.

PART III - EXECUTION

3.01 EXAMINATION:
Inspect substrate and report unsatisfactory conditions in writing; beginning work constitutes acceptance of substrate.

3.02 PROJECT/SITE CONDITIONS:

A. Maintain ambient and surface temperatures above 40□ F (4□ C) during application and drying period, minimum 24 hours after application of EIFS.

B. Provide supplementary heat for installation in temperatures less than 40□ F (4□ C).

C. Provide protection of surrounding areas and adjacent surfaces from application of materials.

3.03 COORDINATION:

A. Install secondary weather resistive barrier and flexible membrane flashing at sills before installing doors, windows and other penetrations through the wall.

B. Install window and door head flashing immediately after windows and doors are installed.

C. Install diverter flashings wherever water can enter the assembly to direct water to the exterior.

D. Install copings immediately after installation of the system and when EIFS coatings are dry or provide temporary waterproofing until coping is installed.

E. Install sealant immediately after installation f the system and when EIFS coatings are dry or provide temporary waterproofing until sealant is installed.

3.04 ADDITIONAL REQUIREMENTS:

A. Comply with system manufacturer's written installation instructions.

B. Do not use admixtures.

C. Install insulation without gaps. Rasp to level surface where required.

D. Install all coats to provide uniform appearance.

E. Reinforce corners to prevent cracking.

F. Seal joints to base coat, not finish coat.

G. Install areas of special patterns and textures where indicated on the drawings.

H. Provide finish coat of adequate thickness to completely conceal reinforcing fabric.

3.03 CLEAN-UP:
Remove and dispose of excess materials, litter and debris, leaving work areas in a clean condition.

END OF SECTION

SECTION 07251

EXTERIOR INSULATION AND FINISH SYSTEM CLEANING

PART I – GENERAL

1.01 SCOPE:

This section covers Exterior Insulated and Finish System Cleaning, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 DESCRIPTION:

A. Requirements contained within Division I (General Requirements) are applicable to the work required of this section. Provide labor, materials, equipment and supervision necessary to complete the cleaning of the exterior wall and finish systems including:

1. EIFS inspection and preparation
2. Protection of damaged wall areas
3. Protection of adjacent materials sensitive to cleaning
4. Protection of plants and sensitive vegetation
5. Use of safety equipment
6. Handling and mixing of cleaning chemicals
7. Operation of application equipment

B. Referenced Documents:

1. Standards

- *ASTM D4610 Standard Guide for Determining the Presence of and Removing Microbial Growth on paint and Related Coatings*
- *ASTM F923 Guide for High visibility Materials to Improve Individual Safety*
- *ASTM E1542 Terminology Relating to Occupational Health and Safety*
- *ASTM D2020 Standard Test Method for Sampling and Analysis of Chlorine Containing Bleaches*
- *ASTM D460 Standard Method for Sampling and Analysis of Soap Products*
- *ASTM D3274 Test Method for Evaluating the Degree of Surface Disfigurement of Paint Films by Microbiological Growth or Soil and Dirt accumulation*
- *ASTM C920 Joint Sealants*
- *ASTM C1193 Use of Joint Sealants*

1.03 DESIGN LIMITATIONS:

A. All procedures shall conform to job document recommendations and shall be consistent with the project requirements.

B. EIFS

1. The optimum equipment necessary to access all wall areas to be treated shall be utilized.
2. All areas to be masked and protected will be determined.
3. All damaged areas including sealant will be protected and inspected

C. Safety
   1. Proper safety equipment shall be utilized by all laborers.
   2. Areas to be cordoned off will be determined.
   3. Wind velocity will be monitored.

D. Inspection
   1. Coating deterioration due to microbiological activity or dirt contamination assessment IAW ASTM D3274 will be made during cleaning by the EIFS Consultant.
   2. Photographic and written record of the wall surface condition will be made during the cleaning process by the EIFS Consultant.

E. Joints
   1. Contractor shall advise the EIFS Consultant of any failed sealant joints.
   2. Failed joints will be protected by masking during the cleaning process unless repaired under separate contract prior to cleaning.

I.04 QUALITY ASSURANCES:

A. The contractor shall have a minimum of one year experience in the wall construction and cleaning trades, demonstrate the ability to clean the wall based on projects of similar size and complexity, and meet the approval of the EIFS Consultant.

B. The contractor shall provide the equipment, manpower, materials and supervision necessary to clean the wall system in compliance with the project specifications. No labor subcontracts will be permitted.

I.05 SUBMITTALS:
The submittal consisting of this bid specification and supporting contractor documentation, including certificates of Liability and W/C insurance, will be provided with the bid submittal.

I.06 JOB CONDITIONS:

A. Install all materials in strict accordance with all safety and weather conditions required by this specification.

B. Apply cleaning solution when the ambient temperature is 40 F (4.4 C) and rising. Do not apply or rinse solutions on a frozen surface.

C. Avoid application in high wind (wind speeds in excess of 12 mph). Avoid application in direct sunlight as this will reduce the effective contact time of the cleaning solution.

D. Protect surrounding areas and sensitive surfaces including metalized glass during application and rinsing of the cleaning solution.

E. Hot walls may be cooled by rinsing with clear water prior to cleaning application.

I.07 COORDINATION AND SCHEDULING:

A. State date when all work is to be completed.

B. Protect the tops of walls to prevent water from entering behind the system.

C. Protect open joints or penetrations from water intrusion.

PART II – MATERIALS

2.01 MATERIALS:

A. All persons handling the mixing or application of the cleaning solution shall wear the following safety equipment:
   1. Full coveralls
   2. Rubber gloves
   3. Safety goggles
   4. Dust, mist, fume mask
   5. Hat or other head covering

2.02 CLEANING SOLUTION MATERIALS;

A. Chlorine Bleach. A labeled solution of sodium hypochlorite in water such as Clorox Bleach.

B. Borax. Sodium metaborate powder available as Borax Laundry Booster or Twenty Mule Team Borax.

C. Liquid dish cleaning soap. Acceptable brand name soaps are Joy, Ivory or Palmolive.

D. Water. Cleaning requires a faucet source of clean, potable water.

E. The EIFS Consultant may test cleaning solution to verify proper mixture.

2.03 MIXING AND PREPARATION OF CLEANING SOLUTION;

A. Cleaning solution will be prepared immediately prior to application. Only fresh cleaning solution shall be used. Cleaning solution that is more than one hour old will be discarded.

B. Prepare cleaning solution as follows: 1. Start with one gallon of water in a clean plastic pail. 2. Add 1/3 cup of Borax powder and mix until dissolved. 3. Add one ounce of dish washing liquid soap. 4. Add one quart of household chlorine bleach (approximately 5% sodium hypochlorite strength)

C. The final cleaning solution should be approximately 1.25% strength sodium hypochlorite. When starting with a known strength sodium hypochlorite solution, adjust the mix ratio with water to achieve a final concentration of approximately 1.25% strength sodium hypochlorite..

PART III – EXECUTION

3.01 EQUIPMENT:
Have spray equipment available capable of delivering a low pressure (900 psi) spray of cleaning solution and clear water to the wall areas to be treated. Have sufficient manpower available for the use of equipment to access all wall areas. This equipment may include bucket-lift trucks, drop staging, scaffolding, scissors scaffolding, and ladders.

3.02 EIFS:

A. PREPARATION
   1. Mask and protect all materials and surfaces that could potentially be sensitive to chlorine bleach solution.
   2. Cover or mask any openings, holes or damaged areas to prevent water or cleaning solution from entering the wall cavity.

B. SURROUNDING AREA

1. Protect plants and sensitive vegetation from over-spray with tarps or polyethylene sheeting.
2. Insure that cars and pedestrians are kept clear of potential over-spray areas. If necessary, rope off these areas.
3. Insure that building windows are closed and that occupants are advised of the cleaning process.

C. APPLICATION

1. Start at the upper wall areas and work downward.
2. Always use low-pressure spray for either the water spray or the cleaning solution. Spray pressures must never exceed 900 psi.
3. If the wall is warm or if working in the sun in warm weather, wet the wall with clear water.
4. Starting at the top of a wall area, apply cleaning solution to the wall with a low-pressure spray or stream. Use horizontal sweeps to apply the cleaning solution. Keep a six to twelve inch run-down of cleaning solution on the wall surface below the stream. Adjust the spray or stream to avoid excessive misting and bounce-back of the cleaning solution.
5. Treat entire vertical sections of wall area before moving to the next area.
6. Allow the cleaning solution to have twenty to thirty minutes of contact time with the wall surface. Thoroughly rinse the wall surface beginning at the top with a clear water spray.

3.03 RE-APPLICATION**:**

A. Areas may be re-cleaned one additional time, if necessary, as determined by the EIFS Consultant following the above procedure to achieve a more thorough result. This will be determined by visual inspection after the first cleaning, permitting sufficient time for the wall area to dry.

3.04 JOB SITE CLEANUP:

A. All excess materials, tarps, equipment and masking shall be removed from the job site by the applicator immediately upon completion of contract.

B. All surrounding areas where materials have been applied shall be left free of debris and foreign substances at the end of each workday. All surrounding areas where materials have been applied shall be left free of debris and foreign substances at the end of each workday.

3.05 INSPECTION:

The building EIFS Consultant will visit the job and inspect the walls prior to and after cleaning, to determine if additional cleaning is necessary, in the presence of the applicator. Before and after photos will be taken by the EIFS Consultant for documentation purposes.

END OF SECTION

SECTION 07468

METAL FASCIAS

PART I – GENERAL:

1.01 SCOPE:
This section covers Metal Soffits & Fascias, including all materials, labor, equipment, and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED UNDER OTHER SECTIONS:

A. Rough Carpentry
B. Caulk & Sealant
C. Aluminum Flashing, Gutters & Downspouts

1.03 SUBMITTALS:

A. Product Data: Manufacturer's standard information and installation instructions on vinyl siding and accessories.

B. Selection Samples: Submit full range of color chips for Architect's selection.

C. Verification Samples: Submit three samples of siding products in color specified, not less than 12 inches in length.

1.04 QUALITY ASSURANCE:
Installer: Provide installer with not less than three years of experience with products specified.

1.05 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products to project site in original packaging.

.

B. Store siding products on flat surface under cover, stacked no more than 12 boxes high. Do not store in any location where temperatures may exceed 130 degrees F.

1.06 WARRANTY:
Provide manufacturer's standard limited lifetime, non-prorated warranty.

PART II - PRODUCTS

2.01 TRIM COIL
Provide smooth trim coil manufactured by Alcoa – Endurance Series, or approved equal; color as selected by Architect.

2.02 ACCESSORIES:
Provide all accessories required to complete and proper installation, including but not limited to J-channels, undersill trim, corners, and the like; color to be selected by Architect.

2.03 FASTENERS AND SEALERS:

A. Fasteners: Galvanized nails or other corrosion-resistant fasteners, as recommended by manufacturer for specific application.
B. Joint Sealers: As specified in Section 07900, CAULKING AND SEALANTS.

PART III – EXECUTION

3.01 EXAMINATION:
Prior to beginning installation of metal soffit products, examine substrate conditions. Verify governing dimensions and acceptability of substrate. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION:

A. Install products in strict accordance with manufacturer's instructions.

B. Trim coil to be broken to be shaped and applied tightly to fascia. Overlap top pieces and work down.

C. Attach products securely to substrate for weather-tight installation, with all joints true and square.

D. Clean any dirt from surface of installed products, using mild soap and water.

3.03 CLEAN-UP:
Remove all excess materials and debris from site.

END 0F SECTION

SECTION 07636

FLASHING, GUTTERS, AND DOWNSPOUTS

PART I - GENERAL

1.01 SCOPE:
This section covers Flashing, Gutters and Downspouts, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED UNDER OTHER SECTIONS;

A. Metal Fascias
B. Painting
C. Downspout Adapters

1.03 QUALITY STANDARDS:

A. CONTRACTOR:
Work of this section shall be performed by a subcontractor principally engaged in and specifically in the performance of this work for a period of three (3) years.

B. WORKMANSHIP:
All sheet metal work shall comply with the "Standard Practice Sheet Metal Work", latest edition, as published by Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA).

1.04 SUBMITTALS:
Submit three (3) copies of complete shop drawings indicating proposed profiles, gauges, dimensions, anchorage, joint conditions and details to Architect for approval.

1.05 COORDINATION:
Coordinate work of this section with other trades.

1.06 MATERIALS STORAGE:
Store materials off of ground in dry area under protective coverings.

1.07 GUARANTEES:

A. Work of this section shall be guaranteed in writing to remain water-tight.

B. This guarantee is in addition to guarantee specified in "Guarantee" section of Division 1.

PART II - MATERIALS

2.01 PRE-FINISHED GALVALUME
24 gauge thickness, finish to be Kynar 500 or Hylar 5000; separate from dissimilar metals. Color to be selected by Architect

2.02 GUTTERS:
Size per drawings; prefinished Galvalume; 16 gauge galvanized straps.

2.03 DOWNSPOUTS:
Size per drawings, prefinished Galvalume. Downspouts shall terminate in downspout adapter or boots, tie into trench drains or drains leading to storm sewer.

2.04 ACCESSORIES:
Provide all brackets, miters, elbows, straps, end caps, and other accessories required for complete installation.

2.05 VINYL FLASHING:

A. Non-reinforced, homogenous, waterproof, thermoplastic, extruded sheets, "NERVASTRAL HD" (20 mil thick) as manufactured by Rubber and Plastics Compound Company, Inc., or an equal approved by Architect.

B. CEMENT AND MASTIC:
As recommended by flashing manufacturer.

PART III - INSTALLATION

3.01 INSPECTION:

A. Verify that substrates are smooth, clean, and appropriate to receive work of this section.

B. Verify that nailers, cants and blocking to receive work of this section are properly installed and free of dirt, dust and other foreign materials.

C. DO NOT install work of this section over improper surfaces.

3.02 FABRICATION:

A. Unless specifically specified otherwise, fabricate work of this section per SMACNA Manual to shapes and size indicated on drawings.

B. Hem all exposed edges.

C. Angle bottom edges of vertical surfaces to form drip.

D. Fabricate cleats to match and mate with item they are to anchor.

E. Fabricate metal flashing items in 10'-0" long sections.

3.03 INSTALLATION:

A. PREPARATION;
Prior to permanent attachment, verify shapes, dimensions, and fit of sheet metal to substrate.

B. FLASHING:

1. Deliver work of this section requiring installation into work of other trades, such as vinyl flashing and thru-wall flashing, to other trades for installation.

2. Joints in metal flashing shall be lap spliced 4" minimum, joints in vinyl flashing shall be lapped 4" sealed with mastic.

C. GUTTERS:
Set gutters dead level and anchor in place. Install hangers spaced 2’-6” on center and at locations indicated on the drawings.

D. DOWNSPOUTS:
Set plumb to within 1/8" in 10'-0". Space downspout hangers 8'-0" on-center vertically starting 2'-0" below gutter and 6" above elbow at bottom and where indicated on the drawings.

3.05 SOLDERING:

A. Clean and flux metals prior to soldering.
B. Sweat solder completely through seam width.
C. Pop-rivets and sealant will not be accepted as a substitute for solder joints.

3.06 CLEAN-UP:
Remove all excess materials and debris from site.

END OF SECTION

SECTION 07640

MANUFACTURED DOWNSPOUT ADAPTERS

PART I – GENERAL

1.01 SCOPE:
This section covers Manufactured Downspout Adapters, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED & PROVIDED UNDER OTHER SECTIONS:

A. Flashing and Sheet Metal
B. Concrete Walks, Curbs & Gutters

1.03 SUBMITTALS:

A. Product Data: Manufacturer's technical product data, installation instructions and general recommendations for each specified fabricated product.

B. Shop Drawings: Show layouts, profiles, shapes, dimensions, and details for fastening, joining, supporting, and anchoring downspout adapters. Provide details at a scale of 3" equal to 1'-0". If multiple finishes are required per documents, layouts shall indicate finish type.

C. Samples: Upon request, provide a full size sample of each size in the specified factory finish. After approval, samples provided may be used for construction.

1.04 QUALITY ASSURANCE:
Fabricator Qualifications: A firm experienced in producing metal fabrications similar to those described in this section and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

PART II - PRODUCTS

2.01 MANUFACTURERS:

A. Manufacturers: Subject to compliance with requirements, provide products by Piedmont Downspout Adapters by Piedmont Pipe Construction, Inc., www.piedmontpipe.com, or approved equal.

.
2.02 MATERIALS:
.

A. Downspout Adapter Body: Standard construction shall be 11 gauge 0.125" thick Carbon Steel, ASTM A 1011, structural steel. Body size to be as indicated on the bid documents.

Downspout bodies shall have one of the factory applied finishes: 2.3 FINISHES

B. Powder Coat: A 40 mil UV resistant polyurethane finish coating shall be electro-staticly applied to the chemically prepared metal surfaces at a temperature not below 250 degrees. Color to be selected by Architect from selection of standard colors.

C. Cleanout: All downspout boots shall be provided with access to the interior of the boot for maintenance. As a minimum, an access port of 31/2” x 41/2” shall be provided. A removable clean out access cover shall be mechanically attached to the body of the downspout boot using vandal resistant 1/4” x 1/2” 304 stainless steel pan head bolts. A neoprene rubber gasket shall be installed under the cleanout cover to ensure a watertight seal. The clean out cover shall be material specified in this section, 2.2 A.

2.03 FABRICATION, GENERAL:

A. Metal Surfaces: For metal fabrications exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

B. Conceal all anchoring fasteners, unless otherwise indicated.

PART III – EXECUTION

3.01 INSTALLATION, GENERAL:

A. General: Install downspout adapters according to manufacturer's written instructions. Anchor securely in place and capable of resisting forces specified. Install downspout adapters to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

C. Seal anchor penetrations with elastomeric sealant as required by manufacturer of downspout adapters.

END OF SECTION

SECTION 07900

CAULKING AND SEALANT

PART I - GENERAL

1.01 SCOPE:
This section covers Caulking and Sealant, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 SUBMITTALS:
Submit one (1) copy of material manufacturer's technical data and installation recommendations for each type of material to Architect for approval.

1.03 MATERIALS HANDLING AND STORAGE:

A. Deliver and store materials in manufacturer's original unopened containers with seals and labels intact.

B. Store materials per manufacturer's instructions, in watertight, heated and ventilated area.

1.04 DEFINITIONS:

A. "CAULKING" OR "CAULKED":
As herein used refers to the process of filling a joint to make it tight against air or water leaks.

B. "JOINT FAILURE":
As herein used refers to a caulked joint which leaks either water or air, shows evidence of loss of adhesion between caulking material and joint edge, shows loss of cohesion within the caulking material, shows uneven fading, or shows migration of the caulking material.

1.05 GUARANTEE:
Work of this section shall be guaranteed against leaks caused by defective materials or workmanship for a period of two (2) years from date of Substantial Completion.

PART II - MATERIALS

2.01 EXTERIOR WORK:
One (1) part acrylic terpolymer, "MONO", as manufactured by TREMCO or an equal approved by Architect.

2.02 INTERIOR WORK:
One (1) part latex material, "TREMCO ACRYLIC LATEX CAULK" as manufactured by TREMCO or a equal approved by Architect.

2.03 NON-DRYING THRESHOLD SEALANT:
Non-drying, non-skinning Polybutane Sealant, "TREMCO 525" or an equal approved by Architect.

2.04 ACCESSORY MATERIALS:

A. Primer shall be as recommended by manufacturer of the caulking material used.

B. Back-up material shall be closed cell polyurethane, polyethylene or neoprene, foam rod approved by manufacturer of caulking materials used. Bond breaker shall be as recommended by the caulking material manufacturer.

C. Finishing agent shall be as required and recommended by caulking material manufacturer, specifically designed to serve as an anti-tack agent, film accelerator, and surface sealer.

D. Masking tape shall afford protection of adjacent work and on removal, adhesive shall remain on the tape and not to surface protected.

2.05 COLORS:
Shall be selected by Architect from manufacturer's standard colors.

PART III - INSTALLATION

3.01 INSPECTION:
Inspect joints for defects that would prevent satisfactory application of this work. Do not proceed until deficiencies are corrected.

3.02 PREPARATION:

A. Clean joints of loose particles by scraping and blowing or vacuuming.

B. See that joint is free of old sealant, concrete curing agents, loose mortar, concrete, scum or latent deposits and other foreign substances.

C. Wipe surfaces to come in contact with caulking material with clean cloth moistened with solvent recommended by caulking manufacturer to remove grease, oil, wax, dust and lacquer.

3.03 APPLICATION:
Ratio of joint depth to width shall be as recommended by caulking material manufacturer. Joints in excess of the recommended depth shall be packed with back-up material to achieve proper depth. Back-up material shall be sized to require 20% to 50% compression upon insertion and shall be installed with smooth roller type instrument. Joints of lesser depth than that recommended shall be raked out to recommended depth and bond breaker applied to back surface of joint.

3.04 CLEAN-UP:

A. Remove all caulking material from surfaces adjacent to joints.

B. Remove all empty containers and other debris from site, leaving all areas of work clean.

3.05 CAULKING SCHEDULE:
Caulking work shall include, but is not limited to, the following locations:

A. EXTERIOR:
1. Perimeter of all door and window frames.
2. Thresholds.

B. INTERIOR:
1. Perimeter of all door frames.
2. Perimeter of all windows.

END OF SECTION

SECTION 08615

CLAD WINDOW UNITS

PART I - GENERAL

1.01 SCOPE:
This section covers Manufactured Window Units including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED UNDER OTHER SECTIONS:

A. Caulking and Sealants

1.03 SUBMITTALS:

A. Submit samples of cladding colors to Architect for approval.

B. Submit four (4) copies of manufacturer's product data to Architect for approval.

C. Submit four (4) copies of shop drawings indicating type, size, and gauge of all materials, anchor and fastening devices, fabrication and installation details, glazing type, and unit color.

1.04 DELIVERY AND STORAGE:

A. Deliver windows in manufacturer's original, unopened containers and packaging with labels intact and legible.

B. Store windows in dry area off ground, under ventilated protective coverings.

C. Handle windows to prevent damage to pre-finished surfaces and glazing.

1.05 ACCEPTABLE MANUFACTURERS:
Subject to compliance with the construction documents, provide products by one of the following:

A. Anderson Windows, Inc.
B. Integrity/Marvin Windows and Doors
C. Pella Corporation

1.06 WARRANTY:

A. Work of this section shall be guaranteed per requirements of Guarantee Section of this Project Manual.

B. In addition, provide a ten-year warranty on glass, cladding, and all other components against warpage, seal failure, leakage and the like.

PART II - MATERIALS

2.01 GENERAL:
Quantities and sizes are indicated on the drawings.

2.02 FRAMES:
Select quality wood with factory applied preservative. All exterior surfaces shall be clad with a maintenance-free coating.

2.03 SASH:
Select quality wood with factory applied preservative or thermally broken aluminum. All exterior surfaces shall have a maintenance free coating.

2.04 GLAZING SYSTEM:
To be dual seal construction; argon gas filled cavity; low-E, tempered.

2.05 WEATHERSTRIPPING:
Factory applied neoprene or EPDM gasket compressed into dato channel.

2.06 FLASHING:
Prefabricated aluminum roof flashing; clad with maintenance-free coating; provide type of flashing recommended by manufacturer for the particular application(s).

2.07 INSECT SCREEN:
Provide on all operable units; fasten to frame with plunger pins.

PART III - INSTALLATION

3.01 FABRICATION:

A. Field verify openings and curb dimensions prior to fabrication.

B. Factory fabricate skylights to largest sections possible. Assemble all sections in factory, check for proper fit, disassemble for shipping and mark each section for field reassembly.

C. Fabricate skylights in accord with approved shop drawings and manufacturer=s standard procedure.

D. Weep all curbs to exterior.

3.02 INSTALLATION:

A. Install skylights level and square to curbs and securely attach to supporting structure in strict accord with manufacturer=s instructions and recommendations.

B. Install flashing members straight and true to line with tight joints.

C. Glaze skylights in strict accord with manufacturer′s instructions and recommendations.

D. Installed skylights shall be weather tight, water tight, and securely anchored in place.

3.03 CLEAN-UP:

A. Clean cladding and glazing using a neutral, non-abrasive cleaner immediately prior to final inspection.

B. Remove all excess materials and debris from site.

END OF SECTION

SECTION 09900

PAINTING

PART I - GENERAL

1.01 SCOPE:

This section covers Painting and finishing, including all materials, labor, equipment, services, and necessary surface preparation to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED IN OTHER SECTIONS:

A. Aluminum Flashing, Gutters & Downspouts

1.03 GENERAL:

A. Examine specifications and drawings for various other trades and become familiar with all their provisions regarding painting.

B. Surfaces that are left unfinished by requirements of other sections shall be painted or finished as part of the work of this section.

1.04 SURFACES NOT TO BE PAINTED:

A. PLATED METAL:
Except galvanized metal.

B. NON-FERROUS METAL:
Unless scheduled to be painted.

C. STAINLESS STEEL:
Unless scheduled to be painted.

D. PRE-FINISHED METALS:

E. EXTERIOR CONCRETE OR MASONRY:
Unless scheduled to be painted.

F. FACTORY FINISHED ITEMS:
Such as flooring, acoustic tile, glass, aluminum, finish hardware, etc.

G. OTHER SURFACES:
Those noted on drawings or specified herein as NOT requiring painting.

1.05 DELIVERY AND STORAGE:

A. DELIVERY:
Deliver materials to job in manufacturer's original unopened containers with labels intact and seal unbroken and with manufacturer's application instructions printed thereon.

B. STORAGE:
Store material and painter's tools in a single room assigned for this use only. Keep storage place heated to above 60 degrees F, clean and neat.

1.06 SUBMITTALS:

A. MATERIALS LIST:
Submit three (3) copies of materials list of products to be provided. This submittal shall include fully identifying product names and catalog numbers.

B. SITE SAMPLES:
For each wall color, paint one (1) 4'-0" wide by full height section of wall, on site, where instructed by Architect. This approved sample wall shall remain as an example of work required.

1.07 COOPERATION WITH OTHER TRADES:

A. Schedule and coordinate work of this section with other trades. Do not proceed until other work and/or job conditions are suitable to produce acceptable results.

B. Examine specifications for various other trades and become familiar with all their provisions regarding painting. Surfaces that are left unfinished by requirements of other sections shall be painted or finished as part of the work of this section.

1.08 MAINTENANCE MATERIALS:
At completion of project, deliver the following maintenance materials to the Owner:

A. PAINTED SURFACES:
One gallon of each final coat, the exact to match of final coat in sheen and color, together with instructions on ingredients required to achieve final results together with complete description f undercoats.

B. STAINED OR NATURAL SURFACES:
One gallon of touch-up material with a description of ingredients together with complete step by step instructions on how finish was achieved.

C. Mark each container with color and room names or number where paint was used, without obscuring manufacturer's label

PART II - MATERIALS

2.01 ACCEPTABLE MANUFACTURERS:
Subject to compliance of the contract documents, provide materials by one of the following manufacturers:

A. ICI Dulux (Glidden) – Identified in schedules as ICI, www.dulux.com
B. Pittsburgh Paints – Identified in schedules as PP, www.ppg.com
C. Sherwin Williams – Identified in schedules as SW, www.sherwin-williams.com

2.02 PAINT:

A. Should a substitution of manufacturer be desired, submit proposed substitution for each type of material called for in list form, showing the identification number of each proposed substitution compared to identification number of each specified material.

B. Paint shall be well-ground, shall not settle badly, cake or thicken in container, shall be readily broken with a paddle to a smooth consistency, and shall have easy brushing properties.

C. Deliver paint to job ready-mixed, except for tinting of undercoats and possible thinning.

D. Thinning and tinting materials shall be as recommended by manufacturer for particular material to be tinted or thinned.

E. Successive coats of material applied to a surface shall be of compatible chemical composition.

2.02 PUTTY:
Non-bleeding base type.

2.03 LINSEED OIL:
Boiled conforming to ASTM D260.

2.04 TURPENTINE:
Gum spirits, steam distilled, sulfate wood and destructively distilled conforming to Federal Specification TT-T-801.

2.05 APPLICATION EQUIPMENT:
Provide application equipment of adequate and appropriate size and type for work and workmanship specified.

2.06 ACCESSORY EQUIPMENT:
Provide ladders, scaffolding, drop cloths, maskings, scrapers, tools, sandpaper dusters, cleaning solvents, and waste as required to perform work and achieve results specified, including moisture testing equipment.

PART III - APPLICATION & WORKMANSHIP:

3.01 JOB, WEATHER & TEMPERATURE CONDITIONS:

A. Do no exterior painting when temperature is below 50 degrees F., while surface is damp, during cold, foggy, rainy, or frosty weather, or when temperature is likely to drop to freezing within 24 hours. Avoid painting surfaces while they are exposed to hot sun.

B. Maintain temperature in building at constant 65 degrees F., or above, while paint is drying. Provide adequate ventilation for escape of moisture from building, to prevent mildew, damage to other work, and improper drying of paint. Once painting has commenced, provide constant temperature of 65 degrees F., or above, without wide variations in temperature which might result in condensation on freshly painted surfaces.

C. Before painting is started, broom-clean and remove excessive dust from areas to be painted.

D. After painting operations begin in a given area, cleaning shall be done with commercial vacuum cleaning equipment only.

E. Provide adequate illumination in all areas where painting operations are in progress.

3.02 INSPECTION OF SURFACES:

A. Before starting work, inspect surfaces to be painted, or finished for defects which cannot be corrected by the procedures specified in the "Preparation of Surfaces" paragraph in this section.

B. Report all defects which could prevent proper painting or finishing to Architect.

C. DO NOT paint or finish improper surfaces.

D. Commencing of work shall constitute acceptance of surface as proper to receive paint of finish specified.

3.03 PREPARATION OF SURFACES:

A. GENERAL:

1. Prepared surfaces shall be clean, dry, smooth, even, true to plane, free of foreign materials which could adversely affect adhesion or appearance of coating.

2. Remove or mask electrical plates, hardware, light fixture trim, and similar fittings prior to beginning painting operations.

B. WOOD:
Sand smooth. Wash sap spots and knots with mineral spirits. When dry, touch up spots, knots and sap wood with shellac sealer. After prime coat has dried, fill voids with a putty tinted to final color.

C. DRYWALL SURFACES

1. Fill all minor irregularities with spackling compound and sand to a smooth, level surface. Exercise care to avoid raising nap of paper.

2. Apply primer to all drywall surfaces at a minimum rate of 400 square feet per gallon.

D. FERROUS SURFACES:

1. Remove dirt and grease with mineral spirits and wipe dry with clean cloths.

2. Remove rust, mill scale, and defective paint down to sound surface, using scraper, sandpaper or wire brush as necessary. Grind, if necessary, to remove shoulders at edge of sound paint to prevent flaws from photographing through finish coats.

3. Touch up bare metal and damaged shop coats with specified rust-inhibitive primer.

4. Touching up shop primer coat on ferrous metal surfaces of items installed adjacent to plaster, concrete, masonry and stucco, prior to any openings between metal surfaces and adjacent surfaces being filled in or caulked.

5. Where shop prime coat on ferrous metal surfaces is touched up as required above, the metal coat listed in paint schedule may be omitted.

F. GALVANIZED SURFACES:

1. Remove dirt and grease with mineral spirits and wipe clean with clean cloths.

2. Pre-treat galvanized steel surfaces with proprietary acid bound resinous or crystalline zinc phosphate preparation, prior to painting, unless manufacturer of primer used, directs otherwise.

3.04 LABOR, TOOLS & MATERIALS:

A. Only skilled mechanics shall be employed. Unless otherwise specified, application may be by brush, roller, or spray, at Contractor's option.

B. Keep equipment clean and in condition to provide quality job specified.

C. Material shall be mixed, thinned, modified and applied in accord with manufacturer's directions on container.

3.05 COLORS & SCHEDULING:

A. Secure approval of color samples before applying any paint or finish. Priming coats and undercoats shall be tinted to approximate shade of final coat.

B. Furnish schedule showing when respective coats of paint for the various areas and surfaces are to be applied. Keep schedule current as job progress dictates. If Architect so directs, succeeding coats shall not be applied until completed coat is inspected.

3.06 PROTECTION:

A. Protect painted surfaces and adjacent work and materials by suitable covering or other method. Remove rubbish and debris caused by painting operations and leave work in clean, orderly and acceptable condition.

B. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.

E. Remove electrical panel box covers and doors before painting wall. Paint separately and reinstall after all paint is dry.

3.07 APPLICATION:

A. Apply materials evenly spread and smoothly flowed on with type and sizes of brushes, roller covers, bucket grids and spray equipment required to avoid runs, sags, holidays, brush marks, air bubbles, and excessive roller stipple or cracks. Paint shall be applied in the number of coats specified and at the manufacturer's recommended dry film thickness for each material or thicker to achieve uniform color and complete coverage.

B. When color, stain, dirt, or undercoats show through final coat of paint, cover surface with additional coats until paint film is of uniform finish, color, and appearance. This shall be done at no additional cost to the Owner.

C. Coats shall be thoroughly dry, dusted and clean before application of succeeding coats.

D. Enamel or varnish finish applied to wood or metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even, smooth finish.

E. Seal top and bottom of wood doors with prime coat only. Side edges of doors shall be finished same as face of doors.

3.08 PRIMING & BACK PRIMING:

A. Shall be done immediately after items to receive this treatment are delivered to job, except items primed at shop.

B. BACK PRIMING:
In addition to priming and finishing coats, back-prime concealed surfaces of plywood, millwork and metal items with one (1) coat of primer.

3.09 CLEANING & PROTECTION:

A. Protect painted surfaces and adjacent work and materials by suitable covering or other method.

B. Protect work adjacent to painting operations from paint spatters and spills. Immediately remove paint that falls on finished surfaces not scheduled to receive pain, using materials and techniques that will not damage affected surfaces.

C. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.

D. Remove electrical panel box covers and doors before painting wall. Paint separately and reinstall after all paint is dry.

E. Keep project premises free of painting-related debris. Collect material that may constitute a fire hazard, place in closed metal containers, and remove daily from site. Leave work in clean, orderly and acceptable condition.

3.10 EXTERIOR PAINT SCHEDULE:
Number of coats is a minimum based on application at manufacturer's recommended application millage. Additional coats may be required for satisfactory coverage.

A. GALVANIZED METAL:

SW	1 coat	Pro-Cryl Universal Acrylic Primer, B66-310 Series
	2 coats	Industrial Enamel, B54 Series
ICI	1 coat	4160 Devguard Tank & Structural Primer
	2 coats	4308 Devguard Alkyd Industrial Enamel Gloss
PP	1 coat	90-712 Pitt Tech Interior/Exterior DTM Primer Finish
	2 coats	90-374 Pitt Tech DTM Acrylic Gloss Enamel

3.11 INTERIOR PAINT SCHEDULE:
Number of coats is a minimum based on application at manufacturer's recommended application millage. Additional coats may be required for satisfactory coverage.

A. . GYPSUM BOARD:

1. WALLS:

SW	1 coat	S-W PrepRite 200 Latex Primer, B28W200
	2 coats	S-W ProMar 200 Latex Eg-Shel, B20W220 Series
ICI	1 coat	LM9116 Lifemaster 2000 interior Primer
	2 coats	LM9300 Lifemaster 2000 interior eggshell

PP	1 coat	6-2 Speedhide Drywall Primer Sealer
	2 coats	6-411 Speedhide Interior Latex Eggshell Enamel

2. WALLS IN DISHWASHING ROOM:

SW	1 coat	PrepRite 200 Latex Primer, B28W200
	2 coats	ProMar 400 Alkyd Semi-gloss Enamel, B34W400 Series
ICI		Equal approved by Architect
PP		Equal approved by Architect

3. DRYWALL CEILINGS:

SW	1 coat	S-W PrepRite 200 Latex Primer, B28W200
	2 coats	S-W ProMar 200 Latex Flat, B30W200
ICI	1 coat	LM9116 Lifemaster 2000 Interior Primer
	2 coats	LM9300 Lifemaster 2000, interior eggshell
PP	1 coat	6-2 Speedhide Drywall Primer Sealer
	2 coats	6-70 Speedhide Interior Latex Flat Wall Paint

C. PAINTED WOOD DOORS AND TRIM:

SW	1 coat	S-W PrepRite Classic Primer, B28W101
	2 coats	S-W ProMar 200 Latex Semi-Gloss, B31W2200 Series
ICI	1 coat	#620 Waterborne Wood Undercoat
	2 coats	LM9200 Lifemaster 2000, semi-gloss finish
PP	1 coat	6-6 Speedhide Alkyd Enamel Undercoater
	2 coats	6-500 Speedhide Latex Semi-Gloss Enamel

E. METAL DOORS & FRAMES:

SW	1 coat	S-W DTM Acrylic Primer/Finish, B66W1
	2 coats	S-W DTM Acrylic Semi-Gloss Coating, B66-200 Series
ICI	1 coat	4160 Devguard Tank & Structural Primer
	2 coats	1516 Ultra-Hide Alkyd Semi-Gloss Interior Wall & Trim Enamel
PP	1 coat	6-208 Speedhide Interior/Exterior Alkyd Metal Primer
	2 coats	#6-500 Speedhide Latex Semi-Gloss Enamel

END OF SECTION