

**Project Manual  
And  
Technical Specifications  
For:**

**Lucas Metropolitan Housing Authority  
Procurement Department  
435 Nebraska Avenue  
Toledo Ohio 43697**

**Pre-Bid Meeting**

**Due Date**

**For Questions Regarding This Project Contact ↓**



# LUCAS METROPOLITAN HOUSING AUTHORITY

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My signature acknowledges that I have received all the items listed in this Table of Contents.

Name (printed): \_\_\_\_\_ Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PROJECT DRAWING LIST

1.1 DRAWINGS

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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### INVITATION FOR BIDS

The Lucas Metropolitan Housing Authority is seeking bids from qualified contractors to furnish all labor, materials, and equipment for the following project(s):

Solicitation Number	
Pre-Bid Meeting	
Request for Interpretations Deadline	
Bid Due Date	

The Pre-Bid Meeting shall be held at the project location unless otherwise stated.

Bids shall be received at the LMHA Central Office- Attn: Cynthia Tetterton-Williams, Manager of Procurement and Contracts, 435 Nebraska Avenue, Toledo Ohio. Solicitation number shall be legible and visible on front side of delivery envelope/package. A public bid opening shall be held 5 minutes thereafter at the McClinton Nunn Community Room, 425 Nebraska Avenue, Toledo Ohio 43604.

Any Requests for Interpretations must be submitted to the Project Coordinator in writing by the deadline given.

These documents are available at the following web address: [www.lucasmha.org](http://www.lucasmha.org).

The Lucas Metropolitan Housing Authority reserves the right to reject any or all bids, or to waive any informality in the bidding. No bids shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids.

All bidders shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, handicap, age, ancestry, creed, or military status.

LUCAS METROPOLITAN HOUSING AUTHORITY  
MODERNIZATION DEPARTMENT  
##

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Linnie Willis  
Executive Director  
435 Nebraska Avenue  
Toledo Ohio 43604

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

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

## 8. Contract Award

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

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

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

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



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

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

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

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

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

**10. Assurance of Completion**

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

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

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

☒ (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA ☐ does ☒ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**SUPPLEMENTARY INSTRUCTIONS FOR BIDDERS**

The following supplements and modifies the “Instructions to Bidders”, form HUD-5369. Where a portion of the Instructions to Bidders is modified or deleted by these supplementary instructions, the unaltered portions of Instructions to Bidders remain in effect, as though set forth in full.

**Clause 1, Bid Preparation and Submission**

Add the following to paragraph ‘b.’:

The following documents, as described on the Bid Submittal Schedule, shall be completed in their entirety and submitted with this bid submission: Table of Contents, Bid Guarantee, Bid Breakdown Sheet by Division, Subcontractor Listing, Representations, Certifications and Other Statements of Bidders, Contractor/Vender Qualification Statement & Non-Collusive Affidavit, Section 3 Participation Election Form and Contractors Certification Concerning EEO.

Add the following Clauses (13-18) to the “Instructions to Bidders,” form HUD-5369.

**13. MBE/WBE Participation**

**(a) Bidders are advised the goal for MBE/WBE participation on this project is a minimum of 35% of the overall contract cost.**

**14. Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

(a) Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Construction Contract Specifications”.

(b) Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	8.8	6.9

These goals are applicable to all Contractors’ construction work (whether or not it is Federal or Federally assisted) or performed in the covered area. (please see item 13 for specific LMHA goals)

(c) The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific Affirmative Action obligation required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor’s goal shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(e) As used in this notice, and in the contract resulting from this notification, the "Covered Area" is Lucas County, Ohio.

(f) Payment for labor as it applies to this project shall not be less than the amount established by the U.S. Department of Housing and Urban Development. Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, handicap, age, or ancestry.

(g) The Lucas Metropolitan Housing Authority is committed to insuring that minority individuals are sufficiently represented. Please reference the City of Toledo's Minority and Women owned business list included in these documents.

### 15. 504 Non-Discrimination Notice

(a) IN ACCORDANCE WITH SECTION 504 of the Rehabilitation Act of 1973, the Lucas Metropolitan Housing Authority hereby notifies the general public that:

(1) No qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Federally assisted program or activity administered by the Lucas Metropolitan Housing Authority;

(2) The Lucas Metropolitan Housing Authority will provide employment opportunities, benefits, access to housing and directly or through contractual or other arrangements, subject qualified individuals with handicaps to discrimination solely on the basis of handicap; and,

(3) The Lucas Metropolitan Housing Authority will not participate in any contractual or other relationship that has the effect of subjecting qualified individuals with handicaps to discrimination solely on the basis of handicap.

(b) It is the intention of the Lucas Metropolitan Housing Authority to take reasonable, affirmative steps to increase access and opportunities for handicapped individuals in all programs, services, and administrative operations. The Lucas Metropolitan Housing Authority has designated the **Director of Modernization** to serve as the 504 Coordinator.

IF YOU HAVE A VISUAL IMPAIRMENT, HEARING, OR PHYSICAL IMPAIRMENT THAT DOES NOT PERMIT YOU TO READ THIS NOTICE, THE LUCAS METROPOLITAN HOUSING AUTHORITY WILL PROVIDE APPROPRIATE ASSISTANCE.

IF YOU HAVE A HEARING IMPAIRMENT, OUR TTY NUMBER IS 259-9529, SAME HOURS. ASSISTANCE TO INSURE EQUAL ACCESS TO THIS NOTICE WILL BE PROVIDED IN A CONFIDENTIAL MANNER AND SETTING.

### 16. Wage Notice

**Notice of pre-emption of Certain State Determined Prevailing Wage Rated Applicable to public housing projects.**

Contracts led by HUD assisted public housing agencies are subject to the prevailing wage rate schedule (as amended) enclosed herein. In addition, public housing agencies shall not be required to pay State determined wage rates, should they exceed the Federally determined prevailing wage rates as set forth herein.

Effective Date: October, 1998

**ALL CONTRACTORS:** All employees on this project must be paid according to the Prevailing Wage Rate Schedule enclosed herein.

### 17. Taxes:

All materials and labor that ultimately become a part of the completed structure or improvement that constitutes the Project will be exempt from State Sales Tax as provided in Section 5739.02, ORC, and State Use Tax as provided in Section 5741.01, ORC. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

**18. Lead Based Paint Policy**

Contractors shall comply with the Lead-Based Paint Poisoning Act (42 U.S.C. et seq.), and HUD implementing regulations (24 CFR 968.4(h) and (i), 968.5(g) and (h) and 968.9 (e).

Type	Company Name	Contact Person	Address	City	State	Zipcode	Phone	Fax	Email
General Construction	All Aspects	Victor Lopez	PO Box 141140	Toledo	OH	43614	419-360-0866	419-754-3682	allaspects_cl@yahoo.com
Lawn Care & Snow Removal	American Lawn	Sarah Bates	6202 Trust Drive	Holland	OH	43528	419-724-0891	419-724-0884	mike.dunlap@ntsteel.net
Excavating	Andy's Excavating	Andy Vargas	220 N King Rd.	Holland	OH	43528	419-866-5472	419-866-5495	andys_excavating_sewer_co@hotmail.com
Lawn Care & Snow Removal	ASAP Mow & Snow	Gerald Whitehead	4527 Westway	Toledo	OH	43612	567-249-6588		rep@asap419.com
General Construction	Bebley Enterprises, Inc.	Thomas Bebley	PO Box 2847	Toledo	OH	43606	419-389-9424	419-389-9417	tbebley@bebleyenterprises.com
Janitorials/Painting	Brownstone, LA Janitorial Service	Lloyd Brown	34 E. Central	Toledo	OH	43608	419-244-1536		
Electrical Services	Bryson-Tucker Electric	Andrew Bryson	50 Elmdale Road	Toledo	OH	43607	419-536-2293	419-536-2799	a@brysontucker.com
Flooring	Carpets by Otto	Dee Weik	5151 Angola Rd.	Toledo	OH	43615	419-868-8188	419-868-8809	dee.weik@carpetsbyotto.com
General Construction	Chippewa Construction	Jim Lechner	4953 Pine Ridge	Toledo	OH	43615	419-351-4144	419-842-1700	monitor@bex.net
HR Consulting	Compass Consulting Services		23412 Shurmer Dr.	Warrensville Hts.	OH	44128	216-299-7335	216-595-0518	ruth@compassconsultingservices.com
Tree Service	Davey Tree	Scott Kirby	409 Burbank	Toledo	OH	43607	419-531-9737		scott.kirby@davey.com
A & E Services	DLZ Ohio		6121 Huntley	Columbus	OH	43229	614-888-0040	614-431-3854	hrdept@dlz.com
Janitorial	Fresh Cut Lawn Care Services	E. Sanford Crooks	107 N. Hawley St.	Toledo	OH	43607	419-242-9255	419-242-9255	mresc58@sbcglobal.net
HVAC/Plumbing	Frische Mullin, Inc.	Raj Thapar	6132 Enterprise Blvd.	Toledo	OH	43612	419-726-4900	419-726-4114	rrthapar42@hotmail.com
Employee Recruiting	Gans & Gans	Simone Gans	7445 Quail Meadow Rd.	Plant City	FL	33565	813-986-4441	813-986-4775	simone@gangsgans.com
Electrical Services	Halcomb, Derrick J.	Derrick Halcomb	213 Sentry Hill Road	Toledo	OH	43615	419-309-7556	419-531-5709	p123hal@aol.com
A & E Services	HKI Associates	Leon Humphries	2929 North High Street	Columbus	OH	43202	614-784-2929	614-784-2363	leon@hkiasoc.com
Toner Cartridges	Inkjet Express 1-Hour Refill, LLC	Walter Crockrel, Jr.	4895 Monroe Street	Toledo	OH	43623	419-475-4651	419-475-4677	inkjetexpress@sbcglobal.net
Janitorials	Kynard Enterprise	Clyde Kynard	5242 Angola Rd. #45	Toledo	OH	43615	419-699-2679		clydekynard@gmail.com
Janitorial	Kynards Building Services	Marcus Kynard	5633 Beechwood Dr. "A"	Toledo	OH	43615	419-350-0422		marcus.kynard@gmail.com
Day Care	Kynards Child Development Center	Clyde Kynard	2302 Nebraska Ave.	Toledo	OH	43607	419-699-2679		clydekynard@gmail.com
Maintenance / Painting / Snow Removal	Kynards Enterprises	Clyde Kynard	3300 Upton Ave.	Toledo	OH	43613	419-699-2679		kynardenterprises@gmail.com
Inspections	Midwest Inspections	Kay Ravenscraft	15 Azusa Street	Saint Peters	MO	63376	636-477-0004	636-922-4212	
General Construction	MW Maintenance	Michael E. Williams	926 Wall Street	Toledo	OH	43610	419-386-8222		mwmaintenance@bex.net
Consultant	Nan McKay		1855 Gillespie Way, Ste 101	El Cajon	CA	92020	619-258-1855		
General Construction	North Regional Builders	Jackie Ruffin	2915 Collingwood Blvd.	Toledo	OH	43610	419-250-7592		lenruf2@aol.com
Chamber of Commerce	NW Ohio Hispanic Chamber of Commerce	Gary Johnson	305 Morris Street	Toledo	OH	43604	419-842-0444	419-842-1555	garyjohnson@installfloors.net
Chamber of Commerce	NW Ohio Hispanic Chamber of Commerce	Roberto Torres							rtorres_leija@yahoo.com
General Construction	Paragon CMS	Dan Lawson	3740 Carnegie Ave. #302	Cleveland	OH	44115	216-361-5555		dlawson@paragon-tec.com
Promotional Services	Parker and Co.	Terri Parker	6800 W. Central Ave. Suite C4	Toledo	OH	43617	419-481-1154		parkerenco@aol.com
General Construction	Parker Enterprises LLC	Karl Parker	P.O. Box 356	Toledo	OH	43697	419-508-5981	419-386-5056	karl.parker@parkerenterprisesllc.com
General Construction	Paul Davis Restoration		9540 Airport Highway	Monclova	OH	43542	419-866-9844	419-866-7089	aprieur@pdr-usa.net
Electrical Supplier	Peak Electric	Milton McIntyre	2801 W. Bancroft St. #410	Toledo	OH		419-726-4848	419-726-6206	MMcintyre@peakelectrictoledo.com
Electrical Services	Phase I Electric, LLC	Derrall Turner	559 S. King Road	Holland	OH	43528	419-514-6818	419-865-5261	
General Construction	Phoenix Builders	Cletus Phoenix	2729 Glenwood Ave.	Toledo	OH	43610			
Janitorial Services	Power Up Team	Dr. William James	328 Cove Harbour Drive West	Holland	OH	43528	419-290-2281	419-537-6901	protect7772004@yahoo.com
General Construction	Pride Painting & More	Larry Parker	2453 Warren Street	Toledo	OH	43620	419-461-4372		pridepaintingtoledo@gmail.com
Janitorial Services	Queen Clean Royal Cleaning & Services	Cassandra Davis	7657 Winter Sweet Dr.	Holland	OH	43528	419-297-0775	419-491-0255	clDavis2008@hotmail.com
General Construction	R. Gant, LLC	Roosevelt Gant	111 Wamba Ave.	Toledo	OH	43607	419-327-4382	419-535-7914	rgant@rgantllc.com
General Construction	Ramsey, Vince	Vince Ramsey	1630 Belmont Ave.	Toledo	OH	43607			veeramz@hotmail.com
Office Supplies	Reliable Products and Services		361 Cityscape West Drive	Cincinnati	OH	45205	513-502-9478	513-921-1770	dhobbs@reliableproductsandservices.com
Caterer	Ruby's Kitchen	Ruby Butler					419-578-5388		rdbutler@bex.net
Concrete	Scott's Quality Concrete	Melissa Scott	PO Box 357	Sylvania	OH	43560	419-885-8871	734-888-1286	dwmjscott@aol.com
Office Supplies	Seagate Office Supplies	Kelly Davis	1044 Hamilton Drive	Holland	OH	43528	419-861-6161	419-283-8745	kelly_d@seagateop.com
Concrete	Shelmon Concrete Company	Theodis Shelmon	2647 Glenwood	Toledo	OH	43610	419-349-5677	419-754-4179	shelmonconcrete@aol.com
Janitorials	Special Touch Commercial Cng.	Vincent Perrin	5150 Angola Rd. - Suite 3	Toledo	OH	43615	419-464-7086	419-593-2000	vincent@specialtouchsave.com
General Construction	Surface Enterprises, Inc.	Susan Kroma	1465 W. Alexis Road	Toledo	OH	43612	419-476-5670	419-476-4456	billk@surfaceenterprises.com
General Construction	T J Roofing & Sheet Metal	Mark Johnson	150 Reed Drive	Temperance	MI	48182	734-847-0661	734-847-1957	Sales@t-roofing.com
Marketing	The Danielle Vincent Agency	Vince Wiggins					419-346-8659		vwiggins@dvaandyou.com
Janitorial/Painting	Tiffney's Painting & Janitorial	Tiffney Ambrose	535 Church St.	Toledo	OH	43605	419-870-8276	419-697-6880	tambrose89@gmail.com
Chamber of Commerce	Toledo African American Chamber of Commerce	Jay Black							jblack@toledoaaacc.com
HVAC/Plumbing	Toledo Tin Knockers	Randall Hueston	39 Vance	Toledo	OH	43604	419-243-7396	419-243-8076	randallhueston@yahoo.com
Maintenance/Janitorials	Total Maintenance	Derrick Murphy	136 Arklow Road	Toledo	OH	43615	419-531-2461	419-531-1737	murphytoledo@bex.net
Glass/Windows	Trinity Glass	Julie Goodall	2857 Airport Hwy.	Toledo	OH	43609	419-385-4527	419-385-4533	trinityglassohio@aol.com
MISC	TSC, Inc.	Holly Curlis	1605 Washington St.	Toledo	OH	43624	419-244-4289	419-244-4475	
Electrical Services	Universal Electric LLC	Brady Jackson	1231 Albon Road	Holland	OH	43528	419-410-0558	419-866-0385	bbbnjack@sbcglobal.net
Misc.	Valdez Enterprises, Inc.	Joseph Valdez	5465 Enterprise Blvd.	Toledo	OH	43612	419-472-9400	419-243-3716	
Electrical Services	Veco Electric Co.	Vince Hester	P.O. Box 352317	Toledo	OH	43635	419-865-0122	419-865-2011	
Elevator Service	Vertical Mobility	Donald Brimmer	PO Box 351871	Toledo	OH	43615	419-214-7460		wecare@verticalmobilitytoledo.com
Painting Services	Williams Painting Co.	Mike Williams	P.O.Box 351598	Toledo	OH	43635	419-841-3240	419-868-8873	

## **LUCAS METROPOLITAN HOUSING AUTHORITY**

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### **Labor Standards – Davis Bacon and Related Acts**

As required by clause 46 of HUD 5370 General Conditions for Construction Contracts this contract shall comply with the requirements of Davis Bacon and the wage determination attached.

General Decision Number: OH150033 08/07/2015 OH33

Superseded General Decision Number: OH20140033

State: Ohio

Construction Type: Residential

County: Lucas County in Ohio.

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	08/07/2015

ELEC0008-013 05/26/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 23.01	12.36

\* ENGI0018-029 05/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 33.67	14.25

ENGI0066-026 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 20.87	17.51

LABO0265-004 07/01/2013

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 21.45	10.90



PAIN0707-001 05/01/2012

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

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PLAS0109-006 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 18.55	8.05

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SHEE0033-039 03/01/2014

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT & UNIT INSTALLATION).....	\$ 18.10	10.10

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SUOH2012-011 07/20/2012

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 19.03	10.14
LABORER: Common or General.....	\$ 27.58	10.20
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

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

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

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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### **BID FORM**

1. The undersigned, having familiarized \_\_\_\_\_ with the local conditions affecting the cost of the work, and with the Specifications (including, but not limited to, the Table of Contents, Invitation for Bids, Instructions to Bidders, Supplementary Instructions for Bidders, this Bid Form, the form of Bid Bond, the Representations and Certifications, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Supplementary General Conditions, the General Scope of Work, and the Technical Specifications), the Drawings, and all Addenda (No's. \_\_\_\_\_), if any thereto, as prepared by and on file in the Modernization Department of the Lucas Metropolitan Housing Authority, 201 Belmont, Toledo, Ohio 43604, hereby proposes to furnish all labor, materials, equipment, and services, and complete all work required for \_\_\_\_\_.

\_\_\_\_\_ (\$ \_\_\_\_\_ )

In the spaces provided below bidders shall list the cost per each phase of this project

4125 Isadore \_\_\_\_\_ (\$ \_\_\_\_\_ )

7324 Kest \_\_\_\_\_ (\$ \_\_\_\_\_ )

7342 Kest \_\_\_\_\_ (\$ \_\_\_\_\_ )

2. In submitting this bid, it is understood that the right is reserved by the Lucas Metropolitan Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned within sixty 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal, or the submitting of proposals for the contract for which this proposal is submitted.
4. The bidder represents that he ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that the ☐ has, ☐ has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
5. Contractor agrees to the contract period as provided in Section 25 of HUD 5370.
6. **Certification of non-segregated facilities.** By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

## LUCAS METROPOLITAN HOUSING AUTHORITY

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employees which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause); he will retain such certifications in his files, and that he will forward a notice to his proposed subcontractors as provided in the instruction to bidders.

7. **Davis –Bacon Acknowledgement.** The bidder acknowledges by certifying this bid that this project is subject to the provisions of the Davis-Bacon Act, and all laborers and mechanics that perform construction work under this contract shall be paid not less than the federal wage rates attached herein.
8. **Section 3 Preference & Compliance** The bidder acknowledges their understanding that Lucas Metropolitan Housing Authority's Section 3 policy requires that when the Section 3 regulation is triggered by a need for new hires of individual employees, contractors or sub-contractors, or training, every effort within the contractor's disposal must be made to the greatest extent feasible to offer available employment, training and contracting opportunities to its residents based on resident categories.
9. **Minority Business Enterprise (MBE) Participation.** By signing this bid, the bidder acknowledges his understanding that under **Executive Order 11625**, firms submitting bids for this solicitation are encouraged to include MBE participation to the maximum extent possible. LMHA is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE).

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

Date \_\_\_\_\_, 20\_\_\_\_  
Name of Bidder \_\_\_\_\_

Official Address:

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

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

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

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

**BID SUBMITTAL SCHEDULE**

1.1 CONTRACT AWARD PROCEDURE

- A. **The following Documents must be completed in their entirety and submitted with the Bid Form.**  
Failure to submit or fully execute any of these required documents may result in disqualification:
1. Table of Contents - Signed at bottom to verify your receipt of ALL forms listed here;
  2. Bid Guarantee – Submitter shall include with their bid one of the forms of bid guarantee as required by HUD 5369.9. Included form 00 42 26 Bid Bond shall be submitted as required.
  3. Bid Breakdown Sheet By Division – As required by HUD 5369.1.e, Contractor is required to bid on all items.
  4. Subcontractor Listing – Complete and accurate listing of all subcontracted labor to be contracted with for this project including Minority and/or Section 3 designation of business and contract amounts.
  5. Representations, Certifications, and Other Statements of Bidders (HUD-5369-A);
  6. Contractor/Vendor Qualification Statement with Non-Collusive Affidavit. – Contractor shall be required to submit attachments and documentation as required by this form.
  7. Section 3 Participation Election Forms – Contractor shall select and submit one of the following:
    - a. Section 3 Business Concern Preference Option A
    - b. Non-Section 3 Business Concerns Compliance Option B
    - c. Non-Trigger Section 3 Regulation Affidavit C
  8. Contractor's Certification Concerning EEO
- B. Following the opening of the bids, the apparent low bidder will be identified. The bids will be analyzed and submitted to the LMHA Board of Directors for authorization to award the contract.

# LUCAS METROPOLITAN HOUSING AUTHORITY

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_, as SURETY are held and firmly bound unto Lucas Metropolitan Housing Authority hereinafter called the "LMHA", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ (\$\_\_\_\_\_).

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

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



# LUCAS METROPOLITAN HOUSING AUTHORITY

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In presence of:

(CORPORATE SEAL)

\_\_\_\_\_  
*Corporate Principal (Name of Bidder)*

\_\_\_\_\_  
*Business address*

Attest:

\_\_\_\_\_  
*By (Signature)*

\_\_\_\_\_  
*Title*

(CORPORATE SEAL)

\_\_\_\_\_  
*Corporate Surety*

\_\_\_\_\_  
*Business address*

Attest:

\_\_\_\_\_  
*By (Signature)*

\_\_\_\_\_  
*Title*

(Power-of-attorney for person signing for Surety Company must be attached to bond)

## CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

\_\_\_\_\_  
*By (Signature)*

LUCAS METROPOLITAN HOUSING AUTHORITY

---

BID BREAKDOWN SHEET BY DIVISION

DIVISION

COST

**SUBCONTRACTOR LISTING**

Contractor: \_\_\_\_\_ Date \_\_\_\_\_

Project Name: \_\_\_\_\_

BUSINESS NAME	ADDRESS	PHONE	TRADE	MINORITY *	SECTION 3 BUSINESS	CONTRACT AMOUNT

\*DESIGNATE MINORITY GROUP HERE: BLACK, HISPANIC, ASIAN, AMERICAN INDIAN, WOMEN-OWNED. THE GOAL OF THE LMHA FOR MINORITY SUBCONTRACTOR PARTICIPATION IS 35%.

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of 90 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)



Lucas Metropolitan Housing Authority

*Where opportunity lives.*

## SECTION 3 SOLICITATION INSTRUCTIONS

### **Overview**

Lucas Metropolitan Housing Authority's Section 3 policy requires that when the Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors), or training, every effort within the contractor's disposal must be made to the greatest extent feasible to offer available employment, training and contracting opportunities to its residents based on resident categories.

### **Instructions:**

All general contractors, primes and subcontractors **MUST** complete either form **A, B, or C**. Subcontractors **MUST** submit their completed forms to the general contractor or prime.

### **SECTION 3 BUSINESS CONCERNS:**

Section 3 Business Concerns requesting preference **MUST** submit the Section 3 Business Concern Preference Form (**A**), with the bid, offer, or proposal.

### **NON-SECTION 3 BUSINESS CONCERNS:**

Non-Section 3 Business Concerns who trigger the Section 3 regulation by doing subcontracting, hiring or training **MUST** submit the Non-Section 3 Business Concern Compliance Option Form (**B**), with the bid, offer, or proposal.

### **NOT TRIGGERING THE SECTION 3 REGULATION:**

Not triggering the Section 3 regulation means that your business does not anticipate the following:

- I do not anticipate any new hires or training on this contract; and
- I do not anticipate any new contracting by my firm on this contract.

Businesses who do not anticipate triggering the Section 3 regulation **MUST** submit the Non-Trigger Section 3 Regulation Affidavit Form (**C**).

**\*Complete only one (1) Form\***



- A. The Section 3 program requires that recipients of certain HUD financial assistance, (including contractors and subcontractor) to the greatest extent feasible, provide job training, employment, and contracting opportunities for public housing residents, low or very-low income residents and businesses in connection with projects and activities in their neighborhood.

**B. COVERED PROJECT OR CONTRACT CRITERIA**

Section 3 is applicable to any Public and Indian Housing program that receives development assistance pursuant to Section 5 of the U.S. Housing Act of 1937, operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937, and modernization assistance pursuant to Section 14 of the U.S. Housing Act of 1937.

**C. SECTION 3 COMPLIANCE GOALS**

1. **Employment** – At least **30%** of the aggregate number of **new hires** for a covered contract or project will be Section 3 residents.
2. **Contracting** – Award at least **10%** of the total dollar amount of all Section 3 covered contracts for building trades work related to the project and at least **3 %** of the total dollar amount of all other Section 3 covered contracts to Section 3 businesses.

**D. REPORTING RESPONSIBILITIES**

During the life of the contract or project, the following forms are to be collected by the **Prime/General Contractor**, checked for accuracy and completeness and submitted to the Section 3 Compliance Coordinator.

1. **Prime/General Contractor and Subcontractor (s)** will complete a Section 3 Plan.
2. **Prime/General Contractor and Subcontractor (s)** on construction projects must provide a list of all **core employees** (permanent staff) hired prior to the Section 3 covered contract award. (You may use the form provided or submit a company list)

**SECTION 3 BUSINESS UTILIZATION REPORT (QUARTERLY)**

- **Prime/General Contractor** will complete the Section 3 Business Utilization Report Form to account for **all** subcontractors working on the contract or project.

**SECTION 3 WORKFORCE UTILIZATION REPORT (QUARTERLY)**

- **Prime/General Contractor and Subcontractor (s)** will complete the Section 3 Workforce Utilization Report Form to report **all new hires** for the covered contract or project. Contractor/subcontractor provides **all Section 3 new hires with the Section 3 Self-Certification and Affidavit of Total Household Income Form for completion and signature**. The signed form supports the data reported on the Section 3 Work Force Utilization Form.

**Submit reports to the Section 3 Compliance Coordinator via email. (vhill@lucasmha.org)**



Lucas Metropolitan Housing Authority

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**SECTION 3 BUSINESS CONCERN  
PREFERENCE OPTION FORM**

I am certifying as a **Section 3 Business Concern** and requesting Preference accordingly. *I have selected **ONE** of the following preference options that best defines my business:*

OPTION #	Form A OPTION DESCRIPTION	INITIAL
<b>Option 1</b>  SECTION 3 BUSINESS CONCERN PREFERENCE	____ A business claiming status as a Section 3 Resident-Owned Business (ROB) entity because it is 51% or more owned and controlled by public housing residents. or ____ A business claiming Section 3 status because it is 51% or more owned by Section 3 residents.  <b>ATTACH COPY OF ROB OR SECTION 3 BUSINESS CONCERN CERTIFICATION LETTER ISSUED BY LMHA.</b>	
<b>Option 2</b>  30% + WORKFORCE PREFERENCE	A business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents or within three years of the date of employment with the business concern were Section 3 residents.  I anticipate my total number of employees for this contract to be ____ and ____ will be qualified Section 3.	
<b>Option 3</b>  YOUTHBUILD PREFERENCE	HUD Youthbuild programs being carried out in the LMHA service area in which Section 3 covered assistance is expended.	
<b>Option 4</b>  25% SUBCONTRACTING PREFERENCE	A business claiming Section 3 status by subcontracting 25% of the dollar award of all subcontracts to qualified Section 3 Business Concern (s):  <input type="checkbox"/> Provide a list of intended subcontracts to Section 3 businesses and each subcontract amount. <input type="checkbox"/> Provide certification & all supporting documentation for each planned Section 3 business subcontract.	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

**Type of Business (Check One):** ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other

Location of Work Being Performed: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_



Lucas Metropolitan Housing Authority

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**NON-SECTION 3 BUSINESS CONCERN  
COMPLIANCE OPTION FORM**

Non-Section 3 Business Concerns are businesses who trigger the Section 3 regulation by doing subcontracting, hiring or training. **Non-Section 3 Business Concerns must select ONE of the following compliance options:**

OPTION #	<p align="center"><b>Form B</b> <b>OPTION DESCRIPTION</b></p>	INITIAL
<p align="center"><b>Option 1</b>  COMMITMENT TO HIRE SECTION 3 RESIDENTS</p>	<p>I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (including changes or modifications). Only if no Category 1 Residents can be secured, the contractor may hire from Category II or Category III in that order. Sufficient justification will be required as to why no Category I Resident(s) could be hired. <u>___New Hires are required for this contract as authorized by LMHA.</u></p> <p>Check all activities/methods you will employ to secure Section 3 residents:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conduct an on-site application and interviewing session at the LMHA</li> <li><input type="checkbox"/> Defer to the Section 3 database of employment ready Section 3 residents</li> <li><input type="checkbox"/> Distribute flyers to LMHA public housing developments</li> <li><input type="checkbox"/> Employ Section 3 residents at 30% of the aggregate number of new hires* <b>Required</b></li> <li><input type="checkbox"/> Post signs at the entrance to the job site that it is a Section 3 covered project</li> <li><input type="checkbox"/> Run multiple advertisements in the local paper announcing the hiring opportunities</li> </ul>	
<p align="center"><b>Option 2</b>  JOINT VENTURE WITH A LMHA RESIDENT OWNED BUSINESS</p>	<p>An association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by a written joint venture agreement to engage in and carry out a specific business venture. The Section 3 Business Concern must be responsible for a clearly defined portion of the work to be performed, hold management responsibilities in the joint venture, perform at least 25% of the of the work and is contractually entitled to compensation proportionate to its work.</p>	
<p align="center"><b>Option 3</b>  COMMITMENT TO TRAIN SECTION 3 RESIDENTS</p>	<p>I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by the authority's policy. That training will be commenced within thirty to forty-five (30-45) days of my contract start. My training will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Employment Readiness Related Training - 40 hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom Only 80 - hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom and Job Site for a minimum of _____ residents</li> <li><input type="checkbox"/> Other: _____ (Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, then the trainees must be paid Davis-Bacon wages and covered under their workers' compensation insurance)</li> </ul>	
<p align="center"><b>Option 4</b>  COMMITMENT TO EDUCATION FUND</p>	<p>I will provide payment to the Lucas Metropolitan Housing Authority equal to three percent (3%) of my total contract award to assist the authority in facilitating employment related training.</p> <p><b>Method of payment:</b></p> <ul style="list-style-type: none"> <li>• If my contract is a "Firm Fixed Contract", I will provide a single payment in the amount of 3%. The payment will be payable from the first payment issued on the contract.</li> <li>• If my contract is an "Indefinite Quantity Contract", a 3% contribution will be deducted from each invoice submitted by my company/firm for this contract.</li> </ul> <p>I further agree that if there are any increases to the value of my contract, I will make additional payments to this fund that will maintain the listed percentage level at all times including any final incentives or additional payments. The authority will be fully responsible for soliciting, managing and paying for the selected training services under this part and I will have fully met my obligation to comply with the Section 3 regulation. If for entire Contract Value please explain.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_



Lucas Metropolitan Housing Authority

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## NON-TRIGGER SECTION 3 REGULATION AFFIDAVIT

### Form C

If Contractor **does not** anticipate triggering the Section 3 regulation, check the box below.

Not triggering the Section 3 regulation means that your business does not anticipate the following:

- ☐ I do not anticipate any training, new hires, or new contracting by my firm on this contract.

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

Type of Business (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Location of Work Being Performed: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor/Vendor Qualification Statement****(Page 1 of 2)**

1. Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_ (This form must be completed by and for each)
2. Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
3. Street Address, City, State, Zip: \_\_\_\_\_
4. Please attach a brief biography/resume of the company, including the following information:  
A. Year Firm Established; B. Year Firm Established in [City/County/State]; C. Former Name and Year Established (if applicable); D. Name of Parent Company and Date Acquired (if applicable).
5. Identify Principals/Partners in Firm (submit under Tab No. 5 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

7. **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 Owned- (RBE), Minority Owned- (MBE), or Woman-Owned (WBE) Business Enterprise**

(Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

☐ Resident-Owned \_\_\_\_\_%      ☐ African American \_\_\_\_\_%      ☐ Native American \_\_\_\_\_%      ☐ Hispanic American \_\_\_\_\_%      ☐ Asian-Pacific American \_\_\_\_\_%      ☐ Hasidic Jew \_\_\_\_\_%

☐ Asian-Indian American \_\_\_\_\_%      ☐ Woman-Owned (Caucasian) \_\_\_\_\_%      ☐ Woman-Owned (MBE) \_\_\_\_\_%      ☐ Disabled Veteran \_\_\_\_\_%      ☐ Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

(NOTE: CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE- PLEASE ENTER IF AVAILABLE)

\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Printed Name**\_\_\_\_\_  
**Company**

**Contractor/Vendor Qualification Statement**  
**(Page 2 of 2)**

8. Federal Tax ID No.: \_\_\_\_\_
9. [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
10. State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
11. Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
12. General Liability Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
13. Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
14. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
15. Disclosure Statement: Does this firm or any principal(s) thereof have any current, past personal or professional relationship with any Commissioners or Officers of the HA? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
16. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, 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 price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
17. 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 the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

# LUCAS METROPOLITAN HOUSING AUTHORITY

## CONTRACTOR'S CERTIFICATION CONCERNING EEO

COMPANY: \_\_\_\_\_

Sub Category	Total Employees	MINORITY EMPLOYEES									
		CAUCASION		AFRICAN AMERICAN		HISPANIC		NATIVE AMERICAN		ASIAN OR PACIFIC	
		M	F	M	F	M	F	M	F	M	F
Officer / Supervisors											
Technicians											
Housing Sales/Rental Management											
Office / Clerical											
Service Workers											
Other											
TRADE:											
Journeyman											
Helpers											
Apprentices											
Other											
TRADE:											
Journeyman											
Helpers											
Apprentices											
Other											
<b>TOTAL</b>											
<b>TOTAL %</b>											

# LUCAS METROPOLITAN HOUSING AUTHORITY

## SUBCONTRACTOR SUBMITTAL

PROJECT NAME: \_\_\_\_\_

SUBCONTRACT AMOUNT: \_\_\_\_\_ (\$ \_\_\_\_\_)

Prior to the commencement of work, this document shall be completed and signed by an Officer of the Prime Contracting Firm and each Sub-Contracting Firm, participating in the project. This document will be kept on file at the Lucas Metropolitan Housing Authority. The L.M.H.A. will utilize this information to verify bona-fide Subcontractors.

GENERAL (PRIME) CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SUB-CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

BUSINESS PHONE NO.: \_\_\_\_\_

FEDERAL TAX ID. NO.: \_\_\_\_\_ or SOCIAL SECURITY NO.: \_\_\_\_\_

If the subcontractor possesses licenses, please list type of license and issuing authority:

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

The Sub-contracting Firm is (please circle one): Individual Sole Proprietor Partnership Corp

Is Sub-contractor an M. B. E., W.B.E., or S.B.C? ☐ Yes ☐ No If so, which one: \_\_\_\_\_

The Sub-contractor has read and understood the following sections of the Contract Documents, and understands that they will be required to comply with same:

Wages & Payroll Reporting:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
EEO & AAEO Goals:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Instructions to Bidder:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Scheduling Information:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
General Conditions:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supplementary Conditions:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lead-Based Paint Ban:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Technical Specifications:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Drawings:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Non-Smoking Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### GENERAL (Prime)

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

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### SUB-CONTRACTOR

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

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**LUCAS METROPOLITAN HOUSING AUTHORITY**

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**FINAL WAGE PAYMENT AFFIDAVIT**

AMP No.:  

\_\_\_\_\_, being first duly sworn, makes oath and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ the contractor herein, and that the Wages have been paid in conformance with the minimum rates as established in the Contract for \_\_\_\_\_.

I further certify that no rebates or deductions for any Wages due any person have been directly or indirectly made other than those provided by law.

\_\_\_\_\_  
*(Signed)*

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

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

(SEAL)

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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### Contractor's Release & Certification

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Job Number: \_\_\_\_\_

I, \_\_\_\_\_, of the above-noted firm hereby certify that the statements listed below, in connection with the above contract are true and complete:

1. The project noted above has been completed in accordance with the construction Contract Documents including any Change Orders applicable, except items noted in paragraph 7 below. There was/were \_\_\_\_\_ Change Order(s).
2. The total amount due and owed in connection with the above stated Contract is \$\_\_\_\_\_.
3. The approximate total amount of unsettled claims relative to the above stated Contract is \$\_\_\_\_\_.
4. The Lucas Metropolitan Housing Authority is released of all claims incidental to or as a consequence of this Contract, other than those items listed in paragraph 3 above and 7 below.
5. All wages paid to laborers or mechanics under this contract, were consistent with the wage rate requirements of the Contract, and there are no outstanding claims for unpaid wages by any laborers or mechanics employed under this Contract.
6. All guarantees and/or warranties in connection with labor, material and equipment furnished under this Contract, have been assigned and transmitted to the Lucas Metropolitan Housing Authority, in accordance with paragraph 35 (Warranty of Construction) of the General Conditions of the Contract for Construction – Public Housing Programs. All warranties unless otherwise extended by equipment or material manufacturer's, shall remain in effect for a period of not less than one year from date of final acceptances.

**LUCAS METROPOLITAN HOUSING AUTHORITY**

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7. The following items are unsettled claims incidental to the above noted contract:

<u>Claim Item</u>	<u>Amount Claimed</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
*(Signed)*

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

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

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

(SEAL)

PHA Concurrence: Lucas Metropolitan Housing Authority

\_\_\_\_\_  
*Director of Modernization*

\_\_\_\_\_  
*Date*

# 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.

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## 1. Definitions

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

## 3. Architect's Duties, Responsibilities, and Authority

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

## 2. Contractor's Responsibility for Work

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

#### **4. Other Contracts**

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

#### **Construction Requirements**

#### **5. Pre-construction Conference and Notice to Proceed**

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

#### **6. Construction Progress Schedule**

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

#### **7. Site Investigation and Conditions Affecting the Work**

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

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

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

## 8. Differing Site Conditions

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

## 9. Specifications and Drawings for Construction

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

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

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

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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



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

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

### 13. Health, Safety, and Accident Prevention

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

#### **17. Temporary Buildings and Transportation of Materials**

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

#### **18. Clean Air and Water**

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

#### **19. Energy Efficiency**

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

#### **20. Inspection and Acceptance of Construction**

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of Construction

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

The Contractor shall complete all work required on this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

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

#### 27. Payments

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

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

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

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- (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 \$ 100.00 [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).

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

#### 46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

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

#### 48. Procurement of Recovered Materials.

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

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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## SUPPLEMENTARY CONDITIONS

The following supplements the "General Conditions for Construction Contracts", form HUD-5370. Where a portion of the General Contract Conditions is modified or deleted by supplementary conditions, the unaltered portions of General Conditions remain in effect, as though set forth in full.

**1) Drawings as Indications of Design Intent**

- a) The Drawings are indications of the design intent as well as specific instructions. The "details" included on Drawings show the intent of all similar areas. If questions arise about the construction of an area not specifically detailed, consult with the Owner/Architect who may, at the Owner/Architect's discretion, provide further "details" and instructions. Such further documentation, if consistent with the Contract Documents, shall not alter the Contract Sum.

**2) Taxes:** All materials and labor that ultimately become a part of the completed structure or improvement that constitutes the Project will be exempt from State Sales Tax as provided in Section 5739.02, ORC, and State Use Tax as provided in Section 5741.01, ORC. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

**3) Retainage**

- a) A retainage of ten (10) percent shall be held on each progress payment for all Labor, Materials and Equipment.

**4) Time**

- a) The Owner has the right to direct the Contractor to work overtime, at no additional cost, as the Owner deems necessary should the rate of progress fall behind that in the Schedule of Construction.
- b) Any request by the Contractor for an extension of time shall be made in writing to the Architect no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Architect shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.
- c) When a request for extension is made, the Contractor shall provide the following information:
  - i) Nature of the interference, disruption, hindrance or delay;
  - ii) Reason for the interference, disruption, hindrance or delay;
  - iii) Date (or presumed date) of commencement of the interference, disruption, hindrance or delay;
  - iv) Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
  - v) Anticipated duration of the interference, disruption, hindrance or delay;
  - vi) Specific number of days of extension requested; and
  - vii) Recommended action to avoid or minimize and future interference, disruption, hindrance or delay.

**5) Site Security:** The Contractor shall be responsible for all security of the job site. Cost for any and all security measures shall be borne by the Contractor.

- a) The property and all materials shall be protected during the construction period. The Contractor shall provide security measures as required to protect the property from all damage and losses up until such time the project is accepted by the Owner.

**6) Warranties**

- a) In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year 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 from the date that the PHA takes possession.

## LUCAS METROPOLITAN HOUSING AUTHORITY

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- 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—
  - i) The Contractor's failure to conform to contract requirements; or
  - ii) 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 from the date of repair or replacement.
- d) The Owner 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 five (5) days 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. Failure to honor warranties could result in rejection of future contract proposals.
- f) Performance under the warranty/guarantee is the obligation exclusively of the Prime Contractors; nothing in this clause or in warranty/guarantee provisions of various sections or specifications shall create any obligation of warranty/guarantee directly between any Subcontractor or material supplier and the Owner.

**7) LMHA Non-Smoking Policy**

- a) Smoking has been banned from all LMHA Properties
- b) Smoking shall only be allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

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## SUPPLEMENTARY CONDITIONS EXHIBIT 'A' CHANGE ORDER PRICE GUIDE

For each change, the Contractor, Subcontractor or Material Supplier shall furnish a detailed, written Proposal itemized according to this Price Guide. In order to expedite the review and approval process, all Proposals shall be prepared in the categories and in the order listed below.

- A. **LABOR** – all field labor shall be priced at the current base rate, excluding fringe benefits, of the prevailing wage in the Project locality. Payroll is to be based on straight time only, and is to include number of hours and the rate of pay for each classification of worker. If overtime is approved, list only the straight time portion in this item.
- B. **FRINGES** – All established payroll taxes, assessments, and fringe benefits on the labor in item A. This may include, but not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Worker's Compensation, and Apprentice Fund. Each of the fringes is to be a separate line item.
- C. **EQUIPMENT RENTALS** – All charges for certain non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance, and weather delays will not be allowed.
- D. **OWNED EQUIPMENT** – All charges for certain owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the work will be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays will not be allowed.
- E. **TRUCKING** – A reasonable delivery charge or per mile trucking charge for delivery of required material or equipment. Charges for use of a pick-up truck will not be allowed.
- F. **MATERIALS** – All materials purchased by the Contractor and incorporated into the charged work, showing costs, quantities or unit pricing of all items, as appropriate. Reimbursement of material costs shall only be allowed in the amount of the contractor's actual cost, including any and all discounts, rebates of related credits.
- G. **OVERHEAD** – Overhead on items A thru E shall be 10%, which shall include all costs required to schedule the work and coordinate with the contractors.
  - 1. Overhead includes telephone charges, facsimiles, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repair, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering, etc.), legal service, travel, and parking expenses.
- H. **PROFIT** – Profit for items A thru E shall not exceed 10%. The contractor is not permitted a profit on the profit received by any subcontractor.
- I. **SUBCONTRACTOR** – The reasonable cost of all labor and material provided by the subcontractor whose pricing is included and which complies with this Guide.
- J. **CONTRACTOR MARK-UP ON SUBCONTRACTOR** – Mark up on item "I" shall not exceed 5%.
- K. **MISCELLANEOUS** – The following items are allowable at the cost of the work, with:
  - 1. The cost of extending the Bond and the cost of extending liability, property damage, builder's risk of specialty coverage insurance.
  - 2. The premium portion only for approved overtime (labor and fringes). The straight time portion is included in item A.
  - 3. Fees for permits, licenses, inspections, tests, etc.
- L. **COSTS NOT REIMBURSED** - Costs which will not be reimbursed for Change Order work shall be the following:
  - 1. Employee Profit Sharing Plans – regardless of how defined or described, the Contractor will pay these charges from Contractor's profit.
  - 2. Voluntary Employee Deductions – examples are United Way, U.S. Savings Bonds, etc.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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## SECTION 01 00 00 – GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Specification.

## SECTION 01 10 00 - SUMMARY

- A. Project:
  
  
  
  
  
  
  
  
  
  
- B. Owner (PHA):  
Lucas Metropolitan Housing Authority  
435 Nebraska Avenue  
Toledo, Ohio 43697
  
- C. The Work consists of all supervision, labor, materials, equipment, transportation, verification of existing conditions, cutting and patching, removals, etc., as required to complete repairs and replacement to/and of the above mentioned project, and other work as indicated on the Drawings and in these Specifications.
  
- D. Contractor's Use of Premises: During construction, Contractor will have limited use of site indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
  - 1. The Contractor shall confine all operations (including storage of materials) on Owner's premises to areas authorized or approved by the Contracting Officer, or their designated representative.
  - 2. Owner, or Owner's Tenant, may occupy premises during construction. Perform construction only during normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.
    - a. Site to be kept clean and swept daily.
    - b. It will be the Contractor's responsibility to provide proper protection from any infiltration of, or damage by, dust, dirt, and debris to the tenants and their possessions. Liability for failure to do so will be solely the responsibility of the Contractor. All work is to be performed in a manner which will cause minimal discomfort and inconvenience to the Owner or Tenants of the property.

## SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

- A. On Owner's approval of a proposal from Contractor, the Contracting Officer, or their designated representative, will issue a Change Order, for all changes to the Contract Sum or the Contract Time.
  - 1. Except as otherwise specifically indicated, the Owner shall be the only authority that may make changes or alterations to the Contract.
  - 2. Where a portion of the Contract Documents is modified or deleted by Change Order, the unaltered portions of Contract Documents remain in full effect.
  
- B. When Owner and Contractor disagree on the terms of a proposal, the Contracting Officer, or their designated representative, may issue a Construction Change Directive, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.
  - 1. Failure to reach an agreement on any proposal shall be a dispute, and shall be addressed as described in the General Contract Conditions. Nothing in the General Contract Conditions or herein shall excuse the Contractor from proceeding with the contract/construction as change.

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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- C. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum, to the greatest extent possible, as per the breakdown submitted with the Contractor's Bid. Coordinate the Schedule of Values with Contractor's Construction Schedule.
  - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- D. Submit 1 copy of each application for payment on AIA Document G702/703, according to the schedule agreed to with the Owner.
  - 1. With each Application for Payment, submit:
    - a. Waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
    - b. Wage Certifications for Contractor, subcontractors, and sub-subcontractors for construction period covered by the previous application.
  - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens, wage certifications, and supporting documentation.
    - a. Include consent of surety to final payment on AIA Document G707 and insurance certificates.
    - b. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

### SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Schedule and conduct progress meetings at Project site. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
  - 1. Contracting Officer, or their designated representative, will record minutes and distribute to everyone concerned.
- C. Proposed Substitutions
  - 1. Provide to Contracting Officer, or their designated representative, two copies of documentation providing that an alternative product, material, equipment and / or methods of construction qualify as equal to what was specified for review.
  - 2. This submission shall include documentation of the qualities of the item to be replaced and how the substituted item equals what was specified.
  - 3. The contractor shall also provide documentation of how this substitution will affect the specified work, including contract sum or contract time.
  - 4. The Contracting Officer, or their designated representative, shall review the documentation and notify the contractor of the action taken on the proposed substitution. The process will not constitute as approval of required submittal.
- D. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 2. Submit a minimum of two copies of each submittal, except as otherwise indicated.
    - a. Owner/Architect will retain one copy; remainder will be returned. Mark up and retain the returned copies for inclusion in the Operation and Maintenance Manuals.
    - b. At least one set of material samples shall be submitted for color selection.
  - 3. The Contracting Officer, or their designated representative, will not accept submittals received from sources other than Contractor.

4. Identify deviations from the Contract Documents on submittals.
  5. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by the Contracting Officer, or their designated representative. Include the following information on the label:
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor or supplier.
    - e. Number and title of appropriate Specification Section.
  6. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections, deviations, and field dimensions. Mark with approval stamp before submitting to the Contracting Officer, or their designated representative.
  7. The Contracting Officer, or their designated representative, will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.
- E. Action Submittals:
1. Product Data: Mark each copy to show applicable products and options. Include the following:
    - a. Manufacturer's written recommendations, product specifications, and installation instructions.
    - b. Wiring diagrams showing factory-installed wiring.
    - c. Printed performance curves and operational range diagrams.
    - d. Testing by recognized testing agency.
    - e. Compliance with specified standards and requirements.
    - f. Notation of coordination requirements.
  2. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit at least two opaque copies. The Contracting Officer, or their designated representative, will retain one copy and return the remainder. Include the following:
    - a. Dimensions and identification of products.
    - b. Fabrication and installation drawings and roughing-in and setting diagrams.
    - c. Wiring diagrams showing field-installed wiring.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
  3. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
    - a. If variation is inherent in material or product, submit sufficient sets of paired units to show full range of variations.
- F. Information Submittals:
1. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
  2. Product Certificates: Prepare written statements on manufacturer's letterhead, including signature of entity responsible for preparing certification, certifying that product complies with requirements in the Contract Documents.
- G. Delegated Design:

1. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
    - a. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Contracting Officer, or their designated representative.
  2. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, and where required by the authorities having jurisdiction, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
    - a. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- H. Contractor's Construction Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 10 days of date established for commencement of the Work. Distribute copies to Owner, Contracting Officer, or their designated representative, subcontractors, testing and inspecting agencies, and all other parties required to comply with dates.
1. Provide a separate time bar for each activity, using same breakdown of Work indicated in the Schedule of Values, and a vertical line to identify the first workday of each week.
  2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  3. Indicate Substantial Completion and allow time for the Contracting Officer's, or their designated representative's, procedures necessary for certifying Substantial Completion.
  4. Revise the schedule after each meeting or activity where revisions have been made. As Work progresses, mark each bar to indicate actual completion.
  5. Reissue schedule one week before each regularly scheduled progress meeting, and/or as otherwise required to all parties with schedule responsibilities.

### SECTION 01 40 00 - QUALITY REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
  2. Where quality-control services are indicated or required, the Contractor shall engage a qualified testing agency to perform these services.
  3. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
  4. Retesting and Reinspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
- B. Performance and Design Criteria: Where design services or certifications by a professional engineer are required by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.

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## LUCAS METROPOLITAN HOUSING AUTHORITY

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2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Contracting Officer, or their designated representative.
- C. Submittals: Testing agency shall submit a certified written report of each test and inspection to Contractor, Owner, Contracting Officer, or their designated representative, and to authorities having jurisdiction when they so direct. Reports of each inspection, test, or similar service shall include the following:
  1. Name, address, and telephone number of testing agency.
  2. Project title and number.
  3. Date of issue.
  4. Dates and locations of samples and tests or inspections.
  5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  6. Names of individuals making tests and inspections.
  7. Description of the Work and test and inspection method.
  8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  9. Recommendations on retesting and reinspecting.
  10. Name and signature of laboratory inspector.
- D. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- E. Testing Agency Responsibilities: Testing agency shall cooperate with the Contracting Officer, or their designated representative, and Contractor in performing its duties and shall provide qualified personnel to perform inspections and tests.
  1. Agency shall promptly notify the Contracting Officer, or their designated representative, and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
  2. Agency shall not release, revoke, alter, or increase requirements of the Contract Documents nor approve or accept any portion of the Work.
  3. Agency shall not perform any duties of Contractor.
- F. Auxiliary Services: Cooperate with testing agencies and provide auxiliary services as requested, including the following:
  1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of materials for testing, and assistance in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Security and protection for samples and for testing and inspecting equipment.
- G. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

### SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

- A. Use water and electric power from Owner's existing system without metering and without payment of use charges.
- B. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Heating and Cooling Equipment: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low

temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed, and that is self-contained with thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
- F. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- G. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.
- H. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.
- I. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
- J. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- K. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- L. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.
- M. Provide floor-to-ceiling dustproof partitions, and/or other approved measures, to limit dust and dirt migration and to separate areas occupied by Owner and tenants from dust, fumes, and noise.
- N. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- O. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- P. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.
- Q. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- R. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

### SECTION 01 60 00 - PRODUCT REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitution and Comparable Product Requests:
1. Submit three copies of each request for product substitution or comparable product.
  2. Do not submit unapproved substitutions or products on Shop Drawings or other submittals.

3. Identify product to be replaced and show compliance with requirements. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
  4. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
    - a. For Substitution requests, Provide a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
  5. The Contracting Officer, or their designated representative, will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  4. Store materials in a manner that will not endanger Project.
  5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- E. Unless otherwise indicated, provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
  2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- F. Product Selection Procedures:
1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
  2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
  3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
  4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
  5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- G. Unless otherwise indicated, the Contracting Officer, or their designated representative, will select color, pattern, and texture of each product from manufacturer's full range of standard options.

#### **SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS**

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.



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## LUCAS METROPOLITAN HOUSING AUTHORITY

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1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Operation and Maintenance Data: Submit three copies of manual. Organize data into three-ring binders with Project identification on front and spine of each binder, and envelopes for folded drawings. Include the following in tabbed sections:
  1. Table of Contents.
  2. General Contractor name, phone number and contact person.
  3. Subcontractor names, phone numbers, and contact persons.
  4. Equipment and fabricated material supplier/fabricators names, phone numbers, and contact persons.
  5. Copies of approved Shop Drawings.
  6. Manufacturer's operation and maintenance documentation.
  7. Maintenance and service schedules.
  8. Maintenance service contracts.
  9. Emergency instructions.
  10. Spare parts list.
  11. Key biting lists (if applicable).
  12. Wiring diagrams.
  13. Copies of warranties.
    - a. 1-Year (from date of final approval) Contractor's Warranty Certification.
    - b. All Manufacturer's Warranty Certifications (for all material and equipment warranted/guaranteed beyond 1 year of the date of final approval).
  14. Other information on installed materials or equipment that will be required to maintain or sustain the Project.
- C. The Contractor shall review means, methods, techniques, sequences and procedures indicated in the Contract Documents either directly or by reference to standards or manufacturer's instructions; and advise the Contracting Officer, or their designated representative, (1) if the specified procedure deviates from good construction practice, (2) if following the procedure will affect warranties including the Contractor's general warranty, or (3) of objections the Contractor may have to the procedure and propose alternative procedures the Contractor will warrant.
- D. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- E. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
- F. Do not scale the Drawings. Follow indicated dimensions. In case of discrepancy in the figures, bring the matter to the attention of the the Contracting Officer, or their designated representative, for interpretation before proceeding with the Work. Failure to follow this procedure shall be at the Contractor's own risk, and the Contracting Officer, or their designated representative, interpretation shall be final.
- G. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.
- H. Unless specifically identified, the terms "repair, replace, repair or replace" shall mean repair in a workmanlike manner, and "install or furnish and install", shall be understood to mean "Furnish all material required and Install".
- I. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- J. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- K. Temporary Support: Provide temporary support of work to be cut.
- L. Do not cut structural members or operational elements without prior written approval of the Contracting Officer, or their designated representative.
- M. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- N. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- O. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- P. Installation General: Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
  1. All work shall be executed only by artisans and mechanics qualified through experience in their respective trades.
- Q. Maintenance: The following site maintenance shall be performed for the entire duration of the construction/renovation process.
  1. Clean Project site and work areas daily, including common areas.
  2. The cutting of grass and proper disposal of clippings, to be performed on a regular weekly basis and/or as dictated by need..
  3. The removal of snow from public access walkways and adjacent site walkways.
- R. Complete the cleaning operations before requesting inspection for certification of Substantial Completion:
- S. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
  1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, maintenance service agreements, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Submit Record Drawings, operation and maintenance manuals, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items.

7. Make final changeover of permanent locks and deliver keys to Owner.
  8. Complete startup testing of systems.
  9. Remove temporary facilities and controls.
  10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  11. Complete final cleaning requirements, including touchup painting.
    - a. The Project shall be turned over in "move-in" condition.
  12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- T. Submit a written request for inspection for Substantial Completion. The Contracting Officer, or their designated representative, will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- U. When items must be completed or corrected, request inspection for Final Completion/Approval, once the following are complete:
1. Submit a signed copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  2. Submit all final waivers, final Certificate for Payment, wage reports, warranties, consent of Surety, and other outstanding items.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
    - a. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
      - 1) Basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.
- V. The Contracting Officer, or their designated representative, will approve the Contractor's final Certificate for Payment after inspection and receipt of required items and training or will advise Contractor of items that must be completed or corrected before certificate will be issued.

# Scope of Work

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## *Comprehensive Interior Renovations to 4125 Isadore, 7324 Kest, and 7342 Kest*

Note: All manufacturers and products listed are done as a basis of design and quality. Requests for approvals of other manufacturers and products shall be reviewed by the project representative for compliance with specifications. Bidders shall submit documentation of proposed equals to the project representative before the RFI deadline given in the project manual.

Prior to commencement of work submittals shall be given to the project coordinator for review of materials and installation conformance with specifications. Contractor shall bear sole responsibility for removal and replacement of alternate materials installed without prior approval from LMHA. Submittals shall include, but are not limited to; manufacturers cut sheets, shop drawings indicating sizes, handing and installation details, color samples and finish options. Owner shall select from the manufacturers full color range.

Contractor shall protect all existing landscape areas and plantings from damage during construction. All damaged plantings and landscape areas shall be restored to preconstruction condition.

All products listed are to be installed per the manufacturer's instructions and requirements including all accessories, underlayment, and finishing that may be required.

### **Contract Phasing**

This contract shall be performed in three phases, with each unit being its own phase. Each unit must be completed and ready to house before the contractor will be able to start on the next unit. Contractor shall provide a price for each phase in the space provided on the bid form.

### **General**

1. Contractor shall protect existing structure from further damage due to exposure
  - a. Contractor shall be responsible for repairing all damage to the unit that occurs from improper protection from the elements and intrusion.
2. LMHA has right of first refusal on all salvage
  - a. Contractor shall coordinate with the Maintenance Coordinator for the collection of any materials they may wish to reserve for the maintenance of other properties
  - b. All other scrap metals are to be reserved for collection by LMHA's scrap collector.
3. Contractor shall have the unit drain lines inspected and cleaned to confirm that they are clear and free flowing at the close of construction.
  - a. Contractor to furnish inspection report from service provider
4. Contractor shall provide a full cleaning of the unit as so it is "Move in Ready" at the time of final inspection

5. Contractor shall be responsible for maintaining the property from notice to proceed to final acceptance
  - a. Contractor shall clear sidewalks of all debris and snow
  - b. Contractor shall maintain lawn

### **Walls and Ceilings**

1. All damaged walls and ceilings are to be patched and repaired
  - a. Texture of patched areas to match the surrounding surfaces
2. Remove and replace bathroom drywall with moisture resistant drywall
  - a. Behind the tub surround
  - b. In all areas where it is found to be water damaged
3. Painting
  - a. Prime new drywall with PPG Speedhide Interior Latex Primer Sealer
  - b. Paint all interior walls and ceilings with two coats PPG Speedhide (6-500) or Glidden Ultra Hide (1416)
    - i. Color to be Bone White

### **Interior and Exterior Doors, and Hardware**

1. Remove and replace all interior doors and frames with pre-hung units
  - a. Interior Doors, Masonite, Safe 'n Sound Solid Core Molded Panel Doors, with painted frames
    - i. 6 panel, smooth finish, prime and paint
2. Laundry/Utility Room Door
  - a. Furnish and install full louvered solid wood door, prime and paint
3. Interior door hardware
  - a. Kwikset Delta, Polished Brass
    - i. Bathrooms are to receive privacy hardware
    - ii. All other door hardware to be passage or dummy (see closet doors below)
4. Bi-fold closet doors are to be removed
  - a. Bi-fold Closet openings are to be reframed for pairs of swing doors
    1. New openings to allow for maximum double door sizes.
    2. Provide and install ball latches and dummy hardware
  - ii. Contractor to coordinate openings with project coordinator to minimize door conflicts
5. Exterior doors are to remain
  - a. Paint interior side of exterior doors with two coats of PPG Speedhide Interior/Exterior WB alkyd Semi-Gloss. Color to be Bone White.

### **Windows**

1. Existing windows and sills to remain.

- a. Protect from damage during construction

#### **½ Bathroom**

1. Vanity
  - a. Size to match existing
  - b. Vanity cabinet to be Certified HUD Severe Use Cabinet
  - c. White solid surface vanity top with integral bowl
  - d. Wolverine Brass ECO1350 vanity faucet with pop-up
2. Toilet
  - a. Kohler, Wellworth Toilet Bowl, K-4303-0 and Highline Classic, K-4484-0, White.
    - i. Provide toilet seat and all accessories needed for a complete installation
    - ii. Contractor to verify backset before toilet is ordered
3. Accessories
  - a. Towel Bar - Brey-Krause, S -4543 - (1)-18" towel bar, behind toilet
  - b. Tissue Holder - Brey-Krause, 4550, wall mounted
  - c. Recessed Zenith medicine cabinet mounted above vanity

#### **Bathroom**

1. Shower/Tub
  - a. Remove and replace existing tub and surround
    - i. Sterling Ensemble tub and 3 piece bath and wall surround
    - ii. Moen, Wall mounted curved shower curtain rod, DN216OCH
    - iii. Moen, L2363 Chateau, Chrome posi-temp tub/shower
2. Vanity
  - a. Size to match existing
  - b. Vanity cabinet to be Certified HUD Severe Use Cabinet
  - c. White solid surface vanity top with integral bowl
  - d. Wolverine Brass ECO1350 vanity faucet with pop-up
3. Toilet
  - a. Kohler, Wellworth Toilet Bowl, K-4303-0 and Highline Classic, K-4484-0, White.
    - i. Provide toilet seat and all accessories needed for a complete installation
    - ii. Contractor to verify backset before toilet is ordered
4. Accessories
  - a. Towel Bar - Brey-Krause, S -4543 - (1)-18", behind toilet
  - b. Tissue Holder - Brey-Krause, 4550, wall mounted
  - c. Recessed Zenith medicine cabinet mounted above vanity

#### **Kitchen**

1. Furnish and Install new refrigerator and range
  - a. Model# FFHT1614WO - Frigidaire 16 cubic foot energy star rated refrigerator

- b. Model# FFEF3003NW - Frigidaire 30" electric range also energy star rated
- 2. Contractor shall provide and install NuTone 43000 Series two-speed ducted range hood, white
- 3. Counters
  - a. Post Formed, Wilson, Nevamar, Pionite or Formica laminate with 4" back and side splashes
    - i. Color from manufacturers standard color line to be selected by owner
    - ii. Full radius front edge
  - b. Provide and install Stainless Steel Stove Splash at Stove as indicated on the drawings.
- 4. Cabinets
  - a. Cabinets shall be Tru-Wood, Tucker, Oak (HUD Severe Use) Color to be chosen from standard line of colors for cabinet/door style.
    - i. Provide door and drawer pulls
      - 1. Provide filler as required to avoid door and drawer pull conflicts
  - b. Cabinet layout as shown on drawings
- 5. Sink
  - a. Replace plumbing to wall
    - i. Provide new braided stainless steel supply lines
    - ii. New drain lines to be PVC
  - b. Dayton Double Bowl Sink DD23322
    - i. Contractor to verify required faucet holes before ordering
  - c. Wolverine Brass EKA-0311 Faucet with Spray
  - d. Wolverine Brass 52813 drain assembly with basket
    - i. Contractor shall verify drain assembly size before ordering

### **Laundry**

- 1. Remove and replace laundry sink
  - a. E.L. Mustee Co. Model #19F-24" x 20" x 35-1/2" with steel legs
  - b. Wolverine Brass faucet Model #50214
    - i. Contractor to verify boring before ordering
    - ii. Contractor to remove and replace washing machine hook up and drain

### **Flooring**

- 1. Adjacent room finish shall extend into closets
- 2. Living Room, Hallway, Kitchen, Utility Room
  - a. Traffic Master Allure Vinyl Plank, provide new luann underlayment
  - b. Color to be selected by owners representative from manufacturers standard color line
- 3. Bedrooms
  - a. Carpet, Shaw, Philadelphia, This Is It, color to be selected by the owners representative from the manufacturer's standard color line. FHA approved rebond pad.

4. Stairs
  - a. Full rubber nosing and treads

### **Interior Trim**

1. Solid wood "Colonial" profile base – 3 ½"
  - a. Paint two (2) coats of PPG Speedhide Interior/Exterior WB alkyd Semi-Gloss. Color to be Bone White.
2. Solid wood "Colonial" profile casing – 2 ¼"
  - a. Paint two (2) coats of PPG Speedhide Interior/Exterior WB alkyd Semi-Gloss. Color to be Bone White.
3. Handrail, Stair Skirtboard and Wood Cap
  - a. Prep, prime and paint existing stairway handrail, skirtboard, and wood cap with two (2) coats of PPG Speedhide Interior/Exterior WB alkyd Semi-Gloss. Color to be Bone White.

### **Accessories**

1. Vinyl coated open wire shelving with integral hanging rod
  - a. Provide all accessories as needed for a complete installation including support brackets at intervals as required by manufacturer.
  - b. Front entry and bedroom closets to have shelf with integral hanging rod
  - c. All other closets to have 4 shelves
  - d. Contractor shall verify layout with project coordinator.
2. Curtain Rods
  - a. Remove all existing curtain rods and accessories
  - b. Provide and install standard single curtain rods at all windows
  - c. Contractor shall provide all accessories as needed for a complete installation including support brackets at intervals as required by manufacturer.
3. Door Stops
  - a. Contractor to install new spring door stops.

### **Electrical**

1. All electrical fixtures, outlets, switches and devices shall be removed and replaced
2. Remove existing electric baseboard heater units. Contractor shall remove the baseboard heater circuits breakers from the main electrical panel. Wiring that feeds into the box shall be removed as much as feasibly possible without removing drywall.
3. Light Fixtures
  - a. Kitchen and Dining Room Ceiling Light Fixtures
    - i. Sea Gull, 79177BLE-15, two light fluorescent ceiling, energy star rated
  - b. Vanity Light Fixtures
    - i. Sea Gull, Gladstone, 49851BLE-965, two light fluorescent wall/bath, energy star rated
  - c. Utility, Hallway and Laundry room Light Fixtures



- i. Sea Gull, Webster, 5921BLE-15, one light fluorescent close to ceiling
  - d. Closet Fixtures
    - i. Furnish and install Sea-Gull, Webster, 5921BLE, one light fluorescent fixture
    - ii. Installation shall include all necessary work to install an associated switch.  
Verify location of switch with LMHA prior to installation.
- 4. Door Bell, NuTone LB12 door chime with NuTone PB12N push button door bells
- 5. ½ Bathroom Vent Fan, NuTone QTXEN080FT Fan/Light/Nightlight, Energy Star Compliant
  - a. Furnish and install new vent piping to building exterior as required by code.
- 6. Full Bathroom Vent Fan, NuTone QTXEN110FT Fan/Light/Nightlight, Energy Star Compliant Bathroom Vent Fan
  - a. Furnish and install new vent piping to building exterior as required by code.
- 7. Receptacles: Bryant Tamper Resistant – or approved equal
- 8. Switch / Receptacle Covers: Covers shall be “severe use” High Impact Nylon, as manufactured by Bryant Electric Inc. or approved equal
- 9. Smoke Detectors, Hardwired, interconnected, Kidde Model i12040 Smoke Alarms per applicable codes. Include (1) combination Carbon Monoxide/Smoke detector.

### **Plumbing**

- 1. Remove existing electric water heater.
  - a. Furnish and install new 40 gallon quick recovery Energy Star compliant gas water heater as manufactured by Bradford White. Installation shall include ball style shut off valves.
  - b. Install new gas lines for installation of water heater, gas furnace and clothes dryer.
  - c. Provide new floor drains as shown on drawing.

### **HVAC**

- 1. Furnish and install new gas furnace sized appropriately for square footage and layout. New furnace to be Rheem, Ruud or Comfort Aire.
- 2. Install new sheet metal ducts as needed to provide ducted supply and return air throughout the house. Contractor to submit shop drawings and proposed duct layout to LMHA for approval prior to installation.
- 3. Contractor to coordinate gas service installation with Columbia Gas. LMHA will be responsible for any fees associated with gas service and meter hook up. Contractor shall provide Columbia Gas entry to the unit as needed during gas service installation.
- 4. Furnish and Install new steel supply and return diffusers throughout. Diffusers shall be Hart and Cooley or approved equal. Registers shall be baseboard style.

- GENERAL NOTES:
1. 7324 KEST OPPOSITE HAND UNIT DIMENSIONS & DETAILS VARY, VERIFY EXISTING
  2. REMOVE AND REPLACE EXISTING BATHROOM FIXTURES & ACCESSORIES.
  3. REMOVE AND REPLACE INTERIOR DOORS, FRAMES, TRIM & HARDWARE INCLUDING STOPS. CLOSET DOORS SHALL BE REPLACED WITH SWING DOORS AS INDICATED.
  4. REPLACE CLOSET SHELVES AND RODS WITH NEW VINYL COATED OPEN WIRE SHELVING WITH INTEGRAL HANGING ROD.
  5. REMOVE AND REPLACE ALL FLOORING AND BASEBOARD AS SPECIFIED. CONTRACTOR SHALL REMOVE ALL LUAN. NEW LUAN SHALL BE INSTALLED IN ALL ROOMS RECEIVING VINYL PLANK FLOORING
  6. REMOVE AND REPLACE KITCHEN CABINETS, COUNTERTOPS AND SINKS. REPLACE PLUMBING SUPPLY
  7. REPLACE EXISTING ELECTRICAL PANEL.
  8. REMOVE EXISTING WATER HEATER AND ALL ASSOCIATED PLUMBING AND ELECTRICAL SUPPLY. PROVIDE NEW GAS WATER AS SPECIFIED. NEW WATER HEATER SHALL HAVE OVERFLOW PAN.
  9. REMOVE AND REPLACE WASHER FAUCET OUTLET BOX, LAUNDRY SINK & FAUCET. REPLACE EXISTING DRYER VENT LINE.
  10. EXISTING ELECTRIC BASEBOARD & ASSOCIATED WIRING TO BE REMOVED. REMOVE AND REPLACE ALL ELECTRICAL SWITCHES, OUTLETS, AND LIGHT FIXTURES.
  11. ALL WALLS AND CEILINGS TO BE PATCHED & REPAIRED TO MATCH ADJACENT TEXTURE. WALLS AND CEILINGS ARE TO RECEIVE TWO COATS OF PAINT
  12. PROVIDE AND INSTALL NEW SUPPLY AND RETURN DUCTS FOR NEW FORCED AIR FURNACE. CRAWLSPACE SUPPLY DUCTS SHALL BE FULLY INSULATED
  13. PROVIDE PLUMBING ACCESS PANEL AT SHOWER AS SHOWN
  14. PROVIDE NEW FLOOR DRAINS AS SHOWN.
  15. INSTALL NEW FURNACE IN LAUNDRY ROOM AS SHOWN
  16. EXISTING WINDOWS & EXTERIOR DOORS TO REMAIN
  17. CRAWL AND ATTIC ACCESS PANELS TO BE RELOCATED AS SHOWN ON PLAN
  18. CONTRACTOR SHALL BUILD SUPPLY AND RETURN AIR DUCT CHASES AS SHOWN
  19. INSTALL NEW GAS LINES TO FURNACE, DRYER AND WATER HEATER AS LOCATED ON PLAN.
  20. ALL PLUMBING SUPPLY, DRAIN PIPING AND 1/4 TURN STOPS SHALL BE REPLACED TO WALL.
  21. REMOVE AND REPLACE BATHROOM EXHAUST FAN, PROVIDE NEW VENT OUTLET ON EXTERIOR WALL OF UNIT.
  22. REPLACE ALL EXISTING PHONE AND CABLE OUTLETS. THERE SHALL BE A MINIMUM OF ONE PHONE AND CABLE OUTLET IN EACH BEDROOM AND IN THE LIVING ROOM. ALL CABLE AND PHONE LINES THAT DO NOT HAVE A WALL JACK ARE TO BE REMOVED.
  23. REMOVE AND REPLACE ALL WINDOW CURTAIN RODS
  24. ALL EXISTING SMOKE DETECTORS SHALL BE REMOVED AND REPLACED. PROVIDE NEW HARDWIRED SMOKE DETECTORS AS REQUIRED BY CODE. NEW COMBINATION CO2 AND SMOKE DETECTOR SHALL BE INSTALLED IN LAUNDRY ROOM.

DRAWING INDEX:

1. SITE PLAN & GENERAL NOTES
2. TYPE B FLOOR PLAN & INTERIOR ELEVATIONS



