

PROJECT MANUAL
NC77-2
WILLIAMSTON HOUSING AUTHORITY
WILLOW ACRES ROOFING PROJECT
February 19, 2024

ADVERTISEMENT FOR BIDS

WILLOW ACRES RE-ROOFING AND VINYL SIDING
NC077-2

WILLIAMSTON HOUSING AUTHORITY
WILLIAMSTON, NC 27892

Sealed proposals will be received by the Williamston Housing Authority until Thursday, March 28, 2024 at 10:00 am, and immediately thereafter opened and read for the furnishing of labor, materials, and equipment to do the work required in Willow Acres Roofing Project Manual.

Contractors interested in visiting the site must contact Irvin Bowen, Jr. at 252-792-7571 or ibowen@williamstonhousingauthority.org.

Project manual and bid forms can be obtained by contacting Williamston Housing Authority at 252-792-7571 or 504 East Main Street Williamston, NC 27892.

All contractors are hereby notified that they must Have proper license under the State laws Governing their respective trades, whether or not Federal Funding is involved.

Contractors will be responsible to ensure that economic opportunities to the greatest extent feasible follow Section 3 Clause 24 CFR PART 135.1 And Section 3 Clause 24 CFR Part 135.38

The owner reserves the right to reject Any or all bids and to waive informalities.

Michael Gaddy, Executive Director
Williamston Housing Authority

Please submit all bids to the Williamston Housing Authority on or before Thursday, March 28, 2024 at 10:00 am. Mail will be picked up at the Post Office at 9:00 am before the bid opening. Please submit bids by mail to Williamston Housing Authority, PO Box 709, Williamston, NC 27892, or bring to Main Office at 504 East Main Street, Williamston, NC 27892. All bid envelopes must be clearly marked: **BID ENCLOSED, NC77-1 WILLOW ACRES ROOFING PROJECT, BID OPENING 10:00, March 28, 2024**. All bids must include one (1) original and three (3) copies. Five (5%) percent bid bond or Certified Funds required. Performance and Payment Bonds or twenty-five (25%) irrevocable letter credit will be required of chosen contractor.

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SECTION ONE OVERVIEW OF WORK

The Williamston Housing Authority is looking for a qualified General Contractor to remove and replace shingle roofs and some vinyl siding on fifty (50) units, one (1) community buildings, eighteen (18) buildings total at one (1) site. Contractor is responsible for verifying actual conditions and number of buildings. Contractor is responsible for all permits required by any governing agency. Davis-Bacon wage rates will apply and Certified Weekly Payrolls have to be submitted in accordance with HUD standards. Contractor will be required to show proof of Worker's Compensation, Automobile, and General Liability Insurance. Worker's Comp. And General Liability must be minimum of \$1,000,000.00 with Williamston Housing Authority being named additional insured. Automobile Insurance must say all owned and non-owned vehicles. **Work is to be completed with-in ninety (90) days of Notice to Proceed due to safety concerns. Liquidated damages of \$300.00 per calendar day will apply for each day contractor is late.**

SECTION TWO
REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS

SECTION 2 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

HUD Form 5369-A, "Representations, Certifications, and Other Statements of Bidders - Public and Indian Housing," pages one through three inclusive, dated November 1992 follow this page and are hereby included in the Project Manual and as terms of this solicitation.

Bidders shall include a fully and truthfully executed original of this form, along with the specified number of conformed copies, with the bid package. Failure to do so may be grounds for rejection of the bid as being non-responsive. Bidders must fill in the appropriate information in the blank spaces of the form and check the appropriate boxes where applicable. Bidders are hereby informed that certain clauses may or may not be applicable to this solicitation, based upon the dollar value of the bid proposal being submitted. Bidders shall be solely responsible for determining the applicable clauses where the contract dollar amount (amount of the bid proposal) is the deciding factor. Where the contract amount may be affected by bid alternates, Bidders shall complete the form based upon the highest possible dollar value.

For purposes of this solicitation, bidders are hereby informed that Clause 8 of the following form HUD-5369-A is not applicable.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION THREE
INSTRUCTIONS TO BIDDERS

SECTION 3 - INSTRUCTIONS TO BIDDERS

HUD Form 5369, "Instructions to Bidders for Contracts - Public and Indian Housing," pages one through four inclusive, dated October 2002 follow this page and are hereby included in the Project Manual and as terms of this solicitation.

Bidders shall also refer to "Supplementary Instructions to Bidders" for modifications to HUD Form 5369 applicable to this solicitation.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

[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.

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects <i>(See instructions)</i>	For HUD HQ/FmHA use only
Reason for submission:	
1. Agency name and City where the application is filed	
3. Loan or Contract amount \$	4. Number of Units or Beds
2. Project Name, Project Number, City and Zip Code	
5. Section of Act <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	
7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %	
Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
 2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgage;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 3. All the names of the controlling participants who propose to participate in this project are listed above.
 4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
 8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).**

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature of authorized reviewer		Signature of authorized reviewer Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfi/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

SECTION FOUR
DAVIS-BACON WAGE RATES

"General Decision Number: NC20240097 01/05/2024

Superseded General Decision Number: NC20230097

State: North Carolina

Construction Type: Residential

Counties: Bertie, Camden, Chowan, Dare, Halifax, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Tyrrell, Warren and Washington Counties in North Carolina.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUNC2016-006 02/22/2019

	Rates	Fringes
CARPENTER.....	\$ 14.66 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25 **	0.00
ELECTRICIAN.....	\$ 14.50 **	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 14.11 **	0.00
LABORER: Common or General.....	\$ 11.84 **	0.00
PAINTER (Brush and Roller).....	\$ 11.91 **	0.00
PAINTER: Spray.....	\$ 11.91 **	0.00
PLUMBER.....	\$ 14.52 **	0.00
ROOFER.....	\$ 13.40 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17



U. S. Department of Housing and Urban Development
Region IV
Office of Labor Standards and Enforcement
Five Points Plaza
40 Marietta Street
Atlanta, Georgia 30303-2806
<http://www.hud.gov/offices/oir/>

January 15, 2015

CLARIFICATION ABOUT EXECUTIVE ORDER 13658 DAVIS-BACON WAGE REQUIREMENTS

On February 12, 2014, President Obama signed Executive Order 13658, "Establishing a Minimum Wage for Contractors," to raise the minimum wage to \$10.10 for all workers on Federal construction and service contracts. Current Davis-Bacon wage decisions include a note about the EO and many of our partners have expressed concern about whether or not it applies to HUD funded, assisted, or financed construction projects for which they are responsible. The short answer is, no, the Executive Order **does not** apply to our grantees, public and Indian housing authorities, or HUD's new construction / substantial rehabilitation projects under FHA/202/811 programs in the Office of Multifamily Housing.

The Davis-Bacon Act concerns construction contracts to which the federal government is a party. Thus, the Executive Order pertains only to contracts and procurements where the Federal Government is contracting directly with a contractor. Davis-Bacon prevailing wage requirements apply to HUD programs because of provisions included in "Related Acts" such as the U.S. Housing Act of 1937 or The Housing and Community Development Act of 1974, as amended. Under the CDBG program, for example, we may use the term "Davis-Bacon" as a shorthand way of referring to prevailing wage requirements, but to be precise, construction work performed by CDBG recipients is **not** subject to the Davis-Bacon Act proper, but to the "Related Act" (The Housing and Community Development Act of 1974, as amended).

(See Handbook 1344.1, Rev 2, pg. 2-2; <http://portal.hud.gov/portal/documents/huddoc?id=13441c2SECH.pdf>).

Similarly, HUD-determined maintenance wage decisions come not from the Davis-Bacon Act but are mandated by provisions of the Housing Act of 1937. Maintenance wage decisions (MWDs) are, for the most part, administered and enforced in a similar manner as Davis-Bacon and Related Acts (DBRA) labor standards in HUD programs. However, MWD requirements and their enforcement must not be confused with the Davis-Bacon Act.

(See Handbook 1344.1, Rev 2, pg 8-1; <http://portal.hud.gov/portal/documents/huddoc?id=13441c8SECH.pdf>)

The Department of Labor's Fact Sheet on the final rule implementing the Executive Order states that, "...any contract covered by the Davis-Bacon Act and its implementing regulations is subject to the Executive Order minimum wage requirement. The Executive Order does not apply, however, to contracts that are subject only to the Davis-Bacon *Related Acts*."

(<http://www.dol.gov/whd/flsa/ea13658/fr-factsheet.htm>).

Questions? Please contact your Labor Specialist:

http://portal.hud.gov/portal/HUD?src=/program_offices/labor_standards_enforcement/laborrelstf

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www.hud.gov

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LIEN & BOND LAW
NORTH CAROLINA GENERAL STATUTES
CHAPTER 44A

NC LAW REQUIRES PERSONS FURNISHING LABOR OR MATERIALS IN CONNECTION WITH CERTAIN IMPROVEMENTS TO REAL PROPERTY TO GIVE WRITTEN NOTICE TO THE DESIGNATED LIEN AGENT OF THE OWNER OF THE IMPROVED REAL PROPERTY TO PRESERVE THEIR LIEN RIGHTS.

The Prime Contractor (on the Owner's behalf) shall designate a lien agent; identifying the property and any pre-permit contractors, subcontractors, and design professionals who have worked on the property. Contractor shall include lien agent fee in bid.

LIENSNC.COM provides a web-based on-line system. Any approved system may be used to designate a Lien Agent.

Only limited information is provided here. All contractors, subcontractors and others may see full text at www.ncga.state.nc.us. See Chapter 44A. You may also want to review Session Law 2012-158, Senate Bill 42 and Session Law 2013-16, House Bill 180.

AN ACT TO REQUIRE PERSONS FURNISHING LABOR OR MATERIALS IN CONNECTION WITH CERTAIN IMPROVEMENTS TO REAL PROPERTY TO GIVE WRITTEN NOTICE TO THE DESIGNATED LIEN AGENT OF THE OWNER OF THE IMPROVED REAL PROPERTY TO PRESERVE THEIR LIEN RIGHTS.

44A-11-1. Lien agent; designation and duties.

- (a) With regard to any improvements to real property to which this Article is applicable for which the costs of the undertaking at the time that the original building permit is issued is thirty thousand dollars \$30,000 or more, the owner shall designate a lien agent no later than the time the owner first contracts with any person to improve the real property. Provided, however, that the owner is not required to designate a lien agent for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that is used by the owner as a residence. The owner shall deliver written notice of designation to its designated lien agent by any method authorized in G.S. 44A-11.2(f), and shall include in its notice the street address, tax map lot and block number, reference to recorded instrument, or any other description that reasonably identifies the real property for the improvements to which the lien agent has been designated. Designation of a lien agent pursuant to this section does not make the lien agent an agent of the owner for purposes of receiving a Notice of Claim of Lien upon Funds or for any purpose other than the receipt of notices to the lien.
- (b) The lien agent shall be chosen from among the list of registered lien agents maintained by the Department of Insurance pursuant to G.S. 58-26-41.

44A-11.2 Identification of lien agent; notice to lien agent; effect of notice.

- (a) As used in this section, the term "contact information" shall mean the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to GS44A-11.1.
- (b) Within seven days of receiving a written request by a potential lien claimant by any delivery method specified in subsection (f) of this section, the owner shall provide a notice to the potential lien claimant containing the contact information for the lien agent, by the same delivery method used by the potential lien claimant in making the request. A potential lien claimant making a request pursuant to this subsection who has not furnished labor at the site of the improvements, or who did so prior to the posting of the contact information for the lien agent pursuant to subsection (d) or (e) of this section, shall have no obligation to give notice to the lien agent under this section until the potential lien claimant has received the contact information from the owner.
- (c) A contractor or subcontractor for improvements to real property subject to G.S. 44A-11.1 shall, within three business days of contracting with a lower-tier subcontractor who is not required to furnish labor at the site of the improvements, provide the lower-tier subcontractor with a written notice containing the contact information for the lien agent designated by the owner. This notice shall be given pursuant to subsection (f) of this section or may be given by including the lien agent contact information in a written subcontract entered into by, or a written purchase order issued to, the lower-tier subcontractor entitled to the notice required by this subsection. Any contractor or subcontractor who has previously received notice of the lien agent contact information, whether from the building permit, the inspections office, a notice from the owner, contractor, or subcontractor, or by any other means, and who fails to provide the lien agent contact information to the lower-tier subcontractor in the time required under this subsection, shall be liable to the lower-tier subcontractor for any actual damages incurred by the lower-tier subcontractor as a result of the failure to give notice.
- (d) For any improvement to real property subject to G.S. 44A-11.1, any building permit issued pursuant to G.S. 160A-417(d) or G.S. 153A-357(e) shall be conspicuously and continuously posted on the property for which the permit is issued until the completion of all construction.
- (e) For any improvement to real property subject to G.S. 44A-11.1, a sign disclosing the contact information for the lien agent shall be conspicuously and continuously posted on the property until the completion of all construction if the contact information for the lien agent is not contained in a building permit or attachment thereto posted on the property.
- (f) In complying with any requirement for written notice pursuant to this section, the notice shall be addressed to the person required to be provided with the notice and shall be delivered by any of the following methods:
 - (1) Certified mail, return receipt requested.
 - (2) Signature confirmation as provided by the United States Postal Service.
 - (3) Physical delivery and obtaining a delivery receipt from the lien agent.
 - (4) Facsimile with a facsimile confirmation.
 - (5) Depositing with a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2).
 - (6) Electronic mail, with delivery receipt.

NOTICE TO LIEN AGENT

- (1) Potential lien claimant's name, mailing address, telephone number, fax number (if available), and electronic mailing address (if available):
- (2) Name of the party with whom the potential lien claimant has contracted to improve the real property described below:
- (3) A description of the real property sufficient to identify the real property, such as the name of the project, if applicable, the physical address as shown on the building permit or notice received from the owner:
- (4) I give notice of my right subsequently to pursue a claim of lien for improvements to the real property described in this notice.

Dated: _____

Potential Lien Claimant: _____

- (c) For services rendered pursuant to each designation as a lien agent for improvements to real property comprising one- or two-family dwellings, a lien agent may collect a fee of not more than twenty-five dollars (\$25.00) from the owner. For services rendered pursuant to each designation as a lien agent for all other improvements to real property, the lien agent may collect a fee not to exceed fifty dollars (\$50.00) from the owner.

SECTION 4. G.S. 87-14(a) is amended by adding a new subdivision to read:

87-14. Regulations as to issue of building permits.

- (a) Any person, firm, or corporation, upon making application to the building inspector or such other authority of any incorporated city, town or county in North Carolina charged with the duty of issuing building or other permits for the construction of any building, highway, sewer, grading, or any improvement or structure where the cost thereof is to be thirty thousand (\$30,000) or more shall before being entitled to the issuance of a permit, satisfy the following;

(3) Any person, firm, or corporation, upon making application to the building inspector or such other authority of any incorporated city, town, or county in North Carolina charged with the duty of issuing building permits pursuant to G.S. 160A-417(a)(1) or "G.S. 153A-357(a)(1) for any improvements for which the combined cost is to be thirty thousand dollars (\$30,000) or more, other than improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the applicant uses as a residence, shall be required to provide to the building inspector or other authority the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a).

44A-23. Contractor's claim of lien on real property; perfection of subrogation rights of subcontractor.

SECTION 7. THIS ACT BECOMES EFFECTIVE April 1, 2013, and applies to improvements to real property affected hereby for which the first furnishing of labor or materials at the site of the improvements is on or after that date.

In the General Assembly read three times and ratified this the 28th day of June, 2012.

SECTION 004100 - SECTION 3
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS
HOUSING AND URBAN DEVELOPMENT ACT OF 1968
[UPDATED 05/27/2021]

Contractors will comply with guidelines and intent of Section 3 and will keep and submit records to the Housing Authority.

On September 29, 2020, the U.S. Department of Housing and Urban Development (HUD) published a Final Rule entitled "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses" (Section 3 Final Rule) in the Federal Register at 85 FR 61524 (codified at 24 CFR Part 75).

The Section 3 Final Rule removes and replaces the Section 3 regulations codified at 24 CFR Part 135. This Final Rule is designed to focus on economic opportunity outcomes while simultaneously reducing regulatory burden, improving Section 3's effectiveness, streamlining some processes that have not yielded significant benefits, and encouraging HUD grantees to focus on sustained employment for low- and very low-income individuals.

About Section 3:

The Section 3 program requires that recipients of certain HUD funding, **to the greatest extent feasible using best efforts**, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially those living in federally subsidized housing, and to businesses that provide economic opportunities to low- and very low-income persons.

The intent of Section 3 is to promote economic uplift and self-sufficiency among low-income persons, level the playing field for Section 3 residents/workers and businesses and strengthen local economies.

Section 3 Final Rule: Updated September 28, 2020

The Section 3 new rule will allow more HUD-assisted households to secure long-term employment and put them on a path towards economic uplift and self-sufficiency.

The final rule seeks to improve effectiveness by:

- Focusing reporting on key outcome metrics
- Promoting sustained employment and career development
- Aligning reporting with standard business practices
- Changing thresholds for Section 3-covered assistance

What is a Section 3 Worker?

Section 3 workers means any resident who fits one of the following categories:

- A worker whose income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern
- A YouthBuild Participant

What is a Targeted Section 3 Worker?

Targeted Section 3 is a Section 3 worker who is also:

- A worker employed by a Section 3 business concern
- A worker who currently is or who was when hired by the worker's current employer, as documented within the past five years:
 - Public Housing resident or HCV participant
 - Resident of other housing assisted by the PHA or in the PHA's property management portfolio
 - Living within the service area or the neighborhood of the project; or
 - A YouthBuild participant

What is a Section 3 Business?

Section 3 business means any business that meets at least one of the following criteria, documented within the last

six-month period:

- 51% or more owned and controlled by low-very low-income persons
- 75% or more labor hours are performed by low or very low-income persons
- 51% or more owned and controlled by current residents of public housing or HCV assisted housing

Modifications to Prior Rule:

The final rule changes the definition of a Section 3 business by focusing on how many hours employees work rather than number of employees. Rather than limiting businesses to low- or very low-income residents of the metropolitan statistical area where Section 3 funds are spent, it emphasizes low- or very-low income persons, including those living in public housing or Section 8.

The rule focuses on tracking and reporting of labor hours instead of new hires. The focus on labor hours would measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the focus on labor hours emphasizes continued employment.

New Rule Benchmarks:

- 25% or more of the total number of labor hours worked by all workers are by Section 3 Workers
- 5% or more of the total number of labor hours worked by all workers are by Targeted Section 3 Workers

Opportunity Portal:

Helps match Section 3 workers to jobs and training opportunities, and Section 3 businesses to contracting opportunities.

<https://hudapps.hud.gov/OpportunityPortal/>

Business Registry:

A listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors and others to facilitate the awareness of certain HUD-funded contracts.

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

Purpose of Section 3: To ensure that economic opportunities generated from HUD funds for housing and community development, using “to the greatest extent feasible” or “best efforts” will be directed to:

- Low and very low-income persons - particularly those receiving assistance for housing,
- Low and very low-income workers of the community in which the Section 3 funds are spent, and
- Businesses that provide economic opportunities to these persons

What does “To The Greatest Extent Feasible” Mean?

- More than normal effort extended
- Contractors shall make every effort within their disposal to recruit, target, and direct economic opportunities to Section 3 workers, Targeted Section 3 workers and Section 3 businesses and to meet regulatory requirements. Contractors shall go beyond standard notification procedures for employment and contracting opportunities by developing strategies which will specifically target Section 3 residents and businesses for these types of economic opportunities

Best Effort examples:

- Job Fairs
- Flyers
- Posting training and employment opportunity notifications in common areas of the site where the work is being performed
- Contacting Housing Authority to request their assistance getting the word out and in identifying potential employees
- Utilizing local media such as newspapers, radio, TV and social media
- Utilizing the HUD Opportunity Portal and Business Registry

The Contractor shall generally:

1. Make best efforts to provide employment and training opportunities to Section 3 workers
2. Make best efforts to award contracts and subcontracts to Section 3 businesses that provide economic

opportunities to Section 3 workers

The Contractor shall specifically:

1. Notify Section 3 workers and business concerns about economic opportunities
2. Include language referencing Section 3 in all contracts, subcontracts and agreements that are subject to Section 3 (use of contract language in 24 CFR)
3. Document priority for training and employment preference

Previous metric was based on the percentage of new employees hired and percentage of contracts awarded to Section 3 business concerns

Now, Metric based on labor hours worked by Section 3 workers to be consistent with other HUD Reporting requirements.

Section 3 does not require contractors to create training, employment and contracting opportunities for low and very low income persons solely for the sake of providing opportunity for low or very low income persons. Section 3 is expected to re-direct job and contracting opportunities created by HUD financial assistance to these workers and businesses not create new jobs and contracts.

Section 3 requires that where the program generates economic opportunities out of necessity to serve the employment or contracting needs of the contractor, these opportunities must be directed to Section 3 residents and Section 3 business concerns. **To the greatest extent feasible**, provide all employment opportunities to low and very low income persons.

When there is need to employ additional personnel, Section 3 requires the contractor to facilitate the employment of low and very low income persons.

Contractors **must** include in their close out documents, data showing the extent to which contractors and subcontractors trained/employed Section 3 residents and awarded contracts for work with Section 3 businesses.

Business concerns seeking Section 3 Preference in Contracting must have a completed Section 3 Certification. Residents seeking Section 3 Preference in Training and Employment must have completed Section 3 Certification.

Record keeping: Keep records to demonstrate compliance with Section 3.

Maintain information on number of persons employed, total hours worked, names and addresses of employees, race/ethnic origin and position for which they were employed. Maintain records of solicitation for bids or proposals. Income of the employees/trainees.

Section 3 Clause 24 CFR Part 75

- A. This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, 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 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR, Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR, Part 75 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) require 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).

Required Submittals

Contractor shall submit Section 3 documentation with close out documents. Failure to submit documentation will be sufficient cause for the Housing Authority to hold contractors retainage.

Records will reflect:

- A. The number of jobs created for low income persons for this project, General Contractor & Sub-contractors;**
- B. The number of low income persons in job training programs and the number of low income persons hired in disciplines in which they were trained;**
- C. Number of labor hours worked by all workers, Section 3 Workers, and Targeted Section 3 workers**
- D. The number of contracts and amount of contracts awarded to local businesses owned by low income persons, by General Contractor and Sub-contractors.**
- E. List of local Section 3 Businesses and Residents Contacted for this project and specific actions taken to comply with the requirements of Section 3.**

END OF SECTION 004100

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

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

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

SECTION FIVE
GENERAL CONDITIONS

SECTION 5 - GENERAL CONDITIONS

HUD Form 5370, "General Conditions of the Contract for Construction - Public Housing Programs," dated April 2002, pages one through twenty-one inclusive, is hereby included in the Contract Documents as enumerated on the following pages.

Refer to Section "Supplementary General Conditions" for modifications to HUD Form 5370 applicable to this contract.

GENERAL CONDITIONS

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. 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, PHAs would be unable to enforce their contracts. 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 Terms and Conditions (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.
- (j) "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, **Schedule** 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 of the work, and that it has investigated and satisfied itself

- (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

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

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

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

8. Differing Site Conditions

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

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

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

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

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

9. Specifications and Drawings for Construction

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

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

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

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

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

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

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

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

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

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

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** 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

- (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 **Construction 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

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within 90 days 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

accordance with the terms and conditions of the

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than 21 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 subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

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

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** 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 \$ 300 [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

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

35. Assignment of Contract

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

36. Insurance

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

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$~~1,000,000.00~~
[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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member 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 **Acts** 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

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

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

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

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

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

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

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

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

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

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

(c) Payrolls and basic records.

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

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

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

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

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

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

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() 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.

SUPPLEMENTAL GENERAL CONDITIONS
Form 5370 Expires (11/30/2023)

1. FORM HUD-5370 Definitions, PAGE 2, SECTION 1.C

The Contracting Officer shall be the Executive Director unless so modified in writing.

2. CLEANING UP (RE: PAGE 2, SECTION 2G)

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. All waste materials shall be removed daily from the apartments and the site unless stored in a waste container approved by the Contracting Officer. Resident dumpsters shall not be used for construction debris.

3. OWNER'S RIGHT TO CLEAN UP (RE: PAGE 2, SECTION 2)

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

4. The Contractor shall be responsible for having underground utility lines located prior to disturbing the ground; this includes public and private lines. The Contractor shall be aware that most public location companies only locate utilities for which they are under contract to locate and the Contractor should verify prior to bidding what will and will not be located. For private utilities not covered, the Contractor shall procure the services of a private location company to locate the private utilities in the area to be disturbed. The Owner will make available copies of As-Built Utility Drawings to the Contractor (provided they have As-Built- no guarantee, contact Owner to determine if Owner has As-Built Utility Drawings that cover the affected site). See Section 16.C of General Conditions.

5. Contractors shall not remove windows, doors or other items in exterior wall until replacement is in hand. New items shall be installed same day old items removed. Contractor shall not leave apartments unsecured/unattended during the working day.

6. **DO NOT** leave residents without water or electricity. Heat must be available after normal working hours during cold weather (when temperature drops below 64° F.)

7. If the work is being done in occupied apartments, the Contractor will make himself aware of what furniture, personal belongings, etc. must be moved to complete the Contractor's task.

The Housing Authority will try to assist by having the residents move the items but if they are not moved by the resident, the expense to do so shall be at the Contractor's expense and also the responsibility for breakage. If breakage occurs, notify the Superintendent and PHA Director immediately. Restitution should be made at the end of the project depending on the circumstances.

8. The Contractor shall protect the site and building. **DO NOT** allow the use of resident possessions, I.E., toilets, radios, phones, refrigerators etc. **DO NOT** use profanity, drugs or alcohol on site or smoke inside the apartments.

9. Only the Superintendent should be talking to PHA Director.

9C. SUPERINTENDENT (RE: PAGE 2, SECTION 2)

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. **Superintendent must be an employee of the Prime Contractor and shall not be working foreman of a Subcontractor; failure to provide a qualified superintendent will be grounds for a deduction to the contract and/or DEFAULT.** Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

10. CERTIFICATES

The Contractor shall be responsible for any and all inspections needed except for the Owner's staff and the Owner's Architect. The Contractor shall provide all required certificates: ie:

Occupancy
Electrical
Mechanical
Insulation
Certificate of Compliance

11. COMMUNICATIONS (RE: PAGE 2, SECTION 3)

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the HOUSING AUTHORITY.

All papers required to be delivered to the HOUSING AUTHORITY shall, unless otherwise specified in writing to the Contractor, be delivered to **Michael Gaddy, Executive Director, Williamston Housing Authority, Williamston, North Carolina 27892** and any notice to or demand upon the HOUSING AUTHORITY shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Executive Director at such address, or to such other representatives of the HOUSING AUTHORITY or to such other address as the HOUSING AUTHORITY may subsequently specify in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of telegram, at the time of actual receipt.

12. COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION (RE: PAGE 2, SECTION 3)

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract documents.

13. DESIGNER'S STATUS (RE: PAGE 2, SECTION 3)

The Designer shall provide general administration of the construction contracts, including liaison and periodic observation of the work. He is the agent of the Owner only for the purpose of general administration and observation of this work and to the extent stipulated in the contract documents.

The Designer is the impartial interpreter of the contract documents, and as such, he shall exercise his powers under the

contract to enforce faithful performance by both the Owner and the Contractor, taking sides with neither.

14. MUTUAL RESPONSIBILITY (RE: PAGE, 3, SECTION 4)

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractors' construction and operations with theirs as required by the Contract Documents.

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgement that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

15. FORMS FOR CONTRACT ADMINISTRATION (RE: PAGE 3, SECTION 5)

A Pre-Construction Conference will be held within 10 days of contract execution and prior to commencement of work (attendance by Contractors shall be mandatory) at which time HUD forms for contract administration will be furnished to the Contractors and reviewed with them by the Contracting Officer.

- HUD Form 51000 – Schedule of Amounts for Contract Payments
- HUD Form 51001 – Periodic Estimate for Partial Payment
- HUD Form 51002 - Schedule of Change Orders
- HUD Form 51003 - Schedule of Materials Stored
- HUD Form 51004 - Summary of Materials Stored
- HUD Form 5372 – Construction Progress Schedule
- HUD Form WH-347 - Payroll
- HUD Form WH-348 - Statement of Compliance
- Contractor Lien Release Letter
- Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees.
- Other Payroll Deduction Form

Prior to beginning construction, weekly meetings shall be held by representatives of the Prime Contractor, subcontractors and other parties involved with the phase of work that is in progress or schedule for ensuing weeks. Minutes to be submitted by Prime Contractor.

Weekly meeting format shall include:

- Name of project and date
- Names of persons and firms represented
- The general contract work schedule for the week
- Work to be accomplished by each contractor and subcontractor
- Commitment of each party to their aspect of the work
- General agreements between parties on coordination
- Lack of any materials or equipment that might affect the progress.
- Safety Briefing.

At the end of minutes to be distributed, include: "If anyone in attendance finds that they do not agree with the minutes as written, they should contact the writer prior to the next meeting. Otherwise, the General Contractor will assume that all commitments will be carried out."

Documents to Submit With Final Pay Request:

- Certificate & Release (HUD Form)
- Contractor's Subcontractor's & Supplier's Affidavit & Release (AIA Document G706A)
- Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
- Certification that all "Punch List" items have been completed and request for "Final Observation"
- Operation and Maintenance Manuals with Warranties/Guarantees - Submittal Register highlighting all warranties

and guarantees.

Consent of Surety Company to Final Payment (AIA G707)

Certificate of Punch List Completion

Certificate of Final Completion and Acceptance– (shall be basis for completion of work, start of warranty period and potential Liquidated Damages)

Certificates of Occupancy or Compliance Statement (if applicable to work i.e., electrical, mechanical, plumbing)

Signed Compliance Statements from Building, Electrical, HVAC, etc., Inspectors as required

If Applicable – (such as HVAC Projects) list of all unit #'s with model #'s and serial #'s.

Submit Documentation that Contractor has registered HVAC Equipment with Manufacturer for all warranties.

List of all Subcontractors and Material Suppliers including addresses and phone numbers

Adjustment of Allowances and Unit Prices

Provide certification that all new construction is Asbestos Free

Section 3 Final Report (HUD Form 60002)

MBE Final Reports

As Built Drawings

All Final Payroll Reports

List of Extra Materials from Specifications showing Owner's signature of receipt

Daily Project Logs

E-Verify Affidavits for Subcontractors (if not sent prior to this)

16. SPECIAL REQUIREMENTS. (RE: PAGE 3, SECTION 6)

- a. The Contractor shall keep a daily project log and **shall submit at the end of each month** (failure to submit will delay processing of pay application). The Contractor shall either use the company's standard daily report or use format below. Submit electronically to Construction Administrator no later than the 5th day of the month for the prior month. The daily report shall, at a minimum, include the following information:
1. Project Name, SAPA Project ID#
 2. Report #
 3. Date and time report was generated
 4. Weather data: overhead conditions, precipitation (if so, how much), temperature (High and low), impact on progress
 5. Sediment and erosion control
 6. Work performed (include all major trades)
 7. Lack of any materials or equipment that might affect progress.
 8. Number of workers on site
 9. Visitors on site
 10. Major equipment deliveries
 11. Major equipment working on site
 12. Difficulties encountered that may cause delay
 13. Days of no work and reason, Impact on Critical Path
- b. The Contractor shall submit a bar type schedule prior to beginning work, reflecting proposed schedule and key target points and shall update monthly. It shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited, to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One Half (1/2) day shall be the smallest time unit used. Per Page 3, Section 6.a, "If the Contractor fails to submit a schedule within time prescribed, the Contracting Officer may withhold approval of progress payments."
- c. Differing Site Conditions (RE: Page 4, Section 8a-8d)
- No request by the contractor for an equitable adjustment to the contract under this section shall be allowed, unless Contractor has given the written Notice required.
 - Request for money and/or time shall be made at the same time. After processing of a Change Order

for time or money, Contractor shall not make a supplemental request for the other (Owner will not approve).

17. PROJECT MANUAL AND DRAWINGS FOR CONSTRUCTION (RE: PAGE 4)

In case of conflict between drawings and specifications or conflict between information presented on the plans or in the specifications, then the most restrictive shall take precedent. In case of conflict within the drawings, then the most restrictive shall take precedent unless contractor submits a RFI during the bid period and the designer clarifies in an Addendum.

The Housing Authority will furnish the Contractor two (2) hard copies of the Drawings and Project Manual, without charge.

The contractor will be responsible for reproduction of the Plans and the Project Manual as needed (Print with No Scaling) Electronic copies of the Plans and the Project Manual will be available via download (See Notice to Bidders). Plans are intended to be printed at 11x17 size. Adjust scale if printing at a different size.

Where reference is made within technical specifications or on the Drawings to specific products, procedures or techniques, the Contractor shall use such listed item(s), except where equivalent items are indicated acceptable and where other items have received the Architect's prior approval.

18. MATERIALS AND WORKMANSHIP (RE: PAGE 5, SECTION 11)

The Contractor warrants that all materials and equipment furnished for the Work will be new, that replacements for same, unless otherwise specified, shall be readily available, and that all Work will be of good quality and in compliance with the Contract Documents. This warranty shall be in addition to, and not in limitation of, other warranties and remedies required by law and by the Contract Documents. Factory rejected materials shall not be used on this project.

The Contractor shall cause all Work to be performed in compliance with applicable laws, codes, ordinances, restrictions, requirements, and HUD Minimum Property Standards.

The purpose of the Drawings and Project Manual is to provide improvements which, for the intended usage, are complete, decent, safe, sanitary and functional in all respects, and free from defects. All labor, materials, equipment and other items necessary to provide such improvements are deemed implied and required for the Work.

Where not indicated otherwise by the Contract Documents, store, handle, install, clean and adjust all products used in the Work in accordance with the manufacturer's recommendations for each job condition.

19. HEALTH, SAFETY AND ACCIDENT PREVENTION (RE: PAGE 6, SECTION 13)

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Safety precautions must meet OSHA standards.

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property (other than the Work itself) including loss of use resulting therefrom; but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expenses is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph.

Maximum Allowable Asbestos Content: Less than 0.25% by weight of asbestos of any type or mixture of types occurring naturally as impurities, as determined by polarized light microscopy test per Appendix A of 40 CFR 763. **Provide certification that new construction is Asbestos Free.**

Safety of Persons and Property

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities; not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain as required by existing conditions and performance of the Contract reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

Emergencies

In an emergency affecting safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be negotiated later with the Owner.

This section modifies HUD Form 5370, General Conditions of the Contract for Construction, Section 13, Health, Safety and Accident Prevention, Section (d); Modify sentence 4 as follows: "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 or the Contracting Officer may issue an order stopping all or part of the work and the Owner may take corrective action in order to protect the Health, Safety and to Prevent Accidents for the Protection of Workers, Residents and General Public." If the Contractor has left the site and the site is

considered unsafe the Owner may take immediate action for the benefit of the residents and public and will back charge the Contractor.

The Contractor and its Surety shall be fully responsible for any and all cost borne by the Owner to ensure the Health, Safety and Prevention of Accidents and the cost shall first be deducted from the monies owed the Contractor and if there is not adequate funds remaining in the contract the Contractor and/or its Surety shall repay the Owner.

In the event that the Contractor fails to take corrective action within the required time frame and the Owner takes action; the Contractor shall be fully responsible for all costs including the cost of any accidents.

20. WORK RESPONSIBILITY AND PERFORMANCE (RE: PAGE 6, SECTION 16)

The Contractor hereby agrees to hold harmless, indemnify and defend the Owner and his agents, Architects, Engineers and employees while acting within the scope of their duties from and against all liability, claims, damages and cost of defense arising out of the Contractor's performance of the Work, excluding negligence of the Owner and his agents, Architects, Engineers and employees. The Contractor also agrees to require each subcontractor to comply with provisions of this clause for the Project, and further agree to ensure that this clause is in compliance with applicable Contract Insurance provisions.

21. INDEMNIFICATION (RE: PAGE 7, SECTION 16.J)

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of, or resulting from, performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

22. JOB OFFICES (RE: PAGE 7, SECTION 17)

Upon completion of the Work, or as directed by the Local Authority, each prime Contractor shall remove from the site all such temporary structures and facilities placed thereon by him, same to become his property and leave the premises in the condition required by the Contract.

The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the Work. These shall be located so as to cause no interference to any work to be performed on the site. The HOUSING AUTHORITY shall approve such locations.

23. PROJECT SIGNS

Subject to approval of the Housing Authority or Architect and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

24. Under General Conditions, page 9, Section 27.g Regarding Off-site Storage: to be eligible for payment of materials stored off-site, the following conditions must be met:

1. The Housing Authority and/or architect verifies stored materials before approving requisition requests.
2. The warehouse is located in the City in close proximity to the Housing Authority.
3. The Housing Authority and architect may inspect the contents at anytime.
4. All materials are physically separated in the warehouse from all other materials not associated with the

- project and can be readily identified.
5. Provide Certificate of Insurance on off site materials.

25. PAYMENTS (RE: PAGE 9, SECTION 27)

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- A. Add the following after 29.f.2 The following items shall be considered as overhead: insurance other than mentioned under direct cost, supervision, superintendents, timekeepers, clerks, expeditors, watchmen, small tools incidental job burdens and general office expense, and all other items not included in "direct cost".
- B. The Bonding Company will be notified that the contract has been changed and a copy of the approved change order will be mailed upon receipt to the surety.
- C. HUD forms are to be submitted for schedule of values, request of payment, change orders, etc. unless otherwise noted.

Payment Schedule:

Stored Materials – The Architect will recommend payment for stored materials that are properly stored on-site or in an approved off-site warehouse. Contractor shall follow Guidelines for stored materials. Materials will be inventoried by Architect. Contractor's invoice shall not be more than once monthly and must be submitted to the Architect three days before the monthly meeting (1 electronic copy); failure to submit when requested may result in delayed processing and contractor will be solely responsible for any delays.

Unit Price Schedule – Contractor shall submit the **Unit Price Schedule** from Section 012100 Allowances with each Request for Payment.

Labor – Contractor may request payment on a monthly basis, based on the work completed. After the Architect has determined the work to be complete, he will recommend payment to the Owner. Partial payments for work not completed will not be approved. Final Acceptance will be issued after all work is completed (including Punch List) and accepted.

- D. With each Pay Request submit Certification, See General Conditions Page 9, Section 27e.

26. PAYMENTS (RE: PAGE 9, SECTION 27)

The Contractor shall submit a copy of each Pay Requisition Form to the Bonding Company when he submits it to the Architect. The Bonding Company has three days (from date Architect receives Pay Request) to raise questions or voice objections to the processing of the Pay Request.

- A copy of permits must be submitted with first pay request.
- The schedule must be submitted prior to first pay request.
- A copy of Superintendent's Daily Reports must be submitted with each pay request.

27. OPTIONS AND CHANGES (RE: PAGE 10, SECTION 29)

Where, on the Drawings or in the Project Manual, acceptability of optional materials or methods is indicated, it is the privilege of a Contractor or subcontractor to utilize those best suited to the performance of his work. However, these options must be uniform throughout the Work.

In exercising noted options, the Contractor assumes the same responsibility for his elections, and those of his subcontractors as he otherwise assumes under the Contract for materials and methods without options. This responsibility includes, but is not limited to, securing timely deliveries, passing required tests, the adequacy of materials and methods for the intended purpose, the proper joining of work in an acceptable manner, and the coordination of selected options with other work items, all at no change in Contract time or price. Once permissible options are selected and the Architect notified, they become parts of the Contract and must be used throughout the Work, subject to change only by written order of the Housing Authority and the architect in the manner provided in the General Conditions for "Changes in the Work".

Authorized changes made at the Contractor's request will be at no change in Contract time and price, except as specifically approved by the HOUSING AUTHORITY in writing, and shall be the Contractor's responsibility to fully coordinate with other Work items and space requirements and other contractors. In the event that a requested change requires changes or price increases in another contractors work these changes are the responsibility of the prime contractor requesting the change unless otherwise agreed to in writing.

Contractor must assert its right to an adjustment (money and/or time) within required time frame.

28.

FORM HUD-5370, PAGE 10, 29.f
INDIRECT COST AND PROFIT

The percentages for indirect cost and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

	INDIRECT COST	PROFIT
To the Prime Contractor on work performed by Sub-contractors	-----	10% MAX of subcontractor's Direct Cost
To the first tier subcontractor on work performed by it's subcontractor	-----	10% MAX of subcontractor's Direct Cost
To the Prime Contractor and/or the subcontractor on work performed by its own employees/forces when direct cost is \$5,000 or more.	10% MAX of Direct Cost when Direct Cost is \$5,000. or more	10% MAX of Direct Cost
To the Prime Contractor and/or the Subcontractor on work performed by it's own employees/forces when direct cost is less than \$5,000.	15% MAX OF Direct Cost when Direct Cost is less than \$5,000.	10% MAX of Direct Cost

Indirect Cost: Includes overhead, general and administrative expenses and fringe benefits normally not treated as direct cost.

Direct Cost: Includes materials, transportation, labor breakdown by hours, construction equipment exclusively necessary for change, cost of revisions to shop drawings, workers compensation and public liability insurance, employment taxes (FICA and FUTA), and bond cost.

Profit: Prime Contractor is not allowed a profit on the profit received by any subcontractor.

EXAMPLE:

Subcontractor

Direct Cost	\$1,000.00
Indirect Cost (15% MAX) of Direct Cost	\$ 150.00
Profit (10% MAX of Direct Cost)	<u>\$ 100.00</u>
Subtotal	\$1,250.00

General Contractor

Profit (10% MAX of Subcontractor's Direct Cost)	<u>\$ 100.00</u>
Total Change Order	\$1,350.00

29. DISPUTES (RE: PAGE 11, SECTION 31)

Owner and Contractor agree that in the event of a dispute/claim that cannot be resolved between them that an appeal shall first be addressed thru mediation (unless all parties agree to arbitration at the time of appeal). Mediation shall be in advance of binding dispute resolution proceedings. The parties shall share the mediator's fee and any filings equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in a court. If a resolution is not reached through mediation the method of binding dispute resolution shall be litigation in a court of jurisdiction (unless all parties agree to arbitration).

Each side shall be responsible for its own legal fees.

The Contract shall be governed by the law of the place where the Project is located.

30. PROGRESS AND COMPLETION (RE: PAGE 12, SECTION 33)

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion or acceptance within the Contract Time.

31. EARLY COMPLETION OF PROJECT

The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

32. TIME EXTENSIONS DUE TO WEATHER

A rain day is defined as any day that rain exceeds one tenth of one inch (0.1"). The Contractor may only be entitled to extension of the contract period for the number of rain days that exceed the normal number of rain days for the contract period. For the purpose of determining extent of delay attributable to unusual weather, a determination shall be made by comparing the weather for the contract period with the preceding five (5) year climatic range average during the same time

interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the jobsite by the Contractor, reflecting the effect of the weather on progress of the work and initialed by the Owner's Representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery and are in all other ways non-compensable. Submit rain days with back-up with monthly pay requests or request for time extension may be denied.

Notwithstanding the immediately preceding paragraph, not all rain days above the normal number of rain days will warrant a contract time extension. **Justification for the request for rain related contract time extensions must also be based on the effect of the rain on critical path work activity in progress during the period of the request and additionally be predicated on the Contractor's diligent prosecution of the work.** No additional rain days shall be granted for building projects after the building has been "dried-in" as determined by the designer. The contract time extension request must incorporate work logs kept at the jobsite by the project superintendent showing the effect of the weather on the progress of the critical path work and the critical path schedule, both initialed by the Owner's project Representative.

Time extensions for weather delays, acts of God, labor disputes, fire, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays.

5 Year Average Number of Rain Days > .1 Inches

MONTH	5 YR [#] AVERAGE RAIN DAYS >.1*	Average Rain# Amount per Month in Inches
01 – January	7	4.4
02 – February	8	5.1
03 – March	6	3.0
04 – April	6	4.0
05 – May	8	3.8
06 – June	8	6.3
07 – July	8	6.7
08 – August	8	6.4
09 – September	6	5.9
10 – October	5	2.3
11 – November	8	4.0
12 - December	7	3.6

***Pulled from the U.S. Department of Commerce / National Oceanic & Atmospheric Administration // National Environmental Satellite, Data, and Information Service Station Williamston 1 E, NC US GHCND:USC00319440. #5 Year Period = 07/01/2017 thru 06/30/2022**

33. CUTTING AND PATCHING (RE: PAGE 13, SECTION 37)

In all cases, cutting and patching shall be the responsibility of the trade contractor whose work requires the cutting and patching. All patching shall be performed by qualified mechanics experienced in the specialty involved, to the standards of the specifications.

34. The Subcontractor, as an absolute condition precedent to the Contractor's obligation to pay any amount of monies to the Subcontractor, shall on a weekly basis, time being of the essence, submit four (4) properly and fully completed, accurate and executed originals of U.S. Department of Labor, Wage and Hour Division, Payroll WH-347 to the Contractor, for work actually performed prior to the time of such submittal. The Prime Contractor as an absolute condition precedent to the Owner's obligation to pay any amount of monies to the Prime Contractor, shall on a weekly basis, time being of the essence, shall submit four (4) properly and fully completed, accurate and executed originals to the Owner or Architect for work actually performed by Prime and all SubContractors prior to time of such submittal. In the event that payrolls corrections, adjustments or modifications are requested more than one (1) time, the Contractor shall pay for

additional review time by Owner/Architect.

35. DAVIS-BACON PREEMPTION RULE: (RE: PAGE 19, SECTION 47A)

In accordance with the final rule published in the Federal Register, Vol. 53, No. 154, August 10, 1988, any State determined prevailing wage rates that exceed the corresponding Federal rate is In applicable and shall not be enforced.

36. AWARD OF CONTRACT BASED ON ALTERNATES

It is intended that an award of Contract will be made based on the Base Bid plus Alternates awarded.

37. INSURANCE (RE: PAGE 12, SECTION 36)

The Contractor, and ALL Subcontractors are required to have the proper insurance coverage before commencing work. The Contractor and All Subcontractors shall have his insurance agent Issue a Certificate of Insurance reflecting limits of coverage as established in form HUD 5370 General Conditions - Section 36. a) (1) (2) (3) b) & c) with a Policy Endorsement which list the Owner and the Architect as additional "named" insured for the project with Waiver of Subrogation and the Cancellation Statement "Coverages under the policies will not be cancelled, reduced or eliminated until at least thirty (30) days after receipt of written notice, by certified mail, return receipt requested, to the insured and the Owner". Provide a Waiver of Subrogation; Submit Form.

Policies must meet minimum requirements outlined in specifications. No Subcontractor will be allowed to enter the job site to perform work on behalf of the Contractor until all insurance requirements are completed and submitted.

38. The Plans and Specifications are not intended to depict each and every detail. As the party in the field, the Contractor shall verify that all conditions are completed to provide a watertight structure and complete operating systems.

39. All construction ruts shall be filled and seeded. Grade with existing grade; grass to match existing. Any grounds disturbed by construction shall be graded smooth, provide fill dirt as needed, straw and seed.

40. MINOR CHANGES IN THE WORK

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copies to the Owner and shall be binding on the Owner and the Contractor.

41. UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the designer, the Owner shall be reimbursed by the Contractor. A Change Order will be issued to reflect a reduction in the contract sum.

42. NOT USED.

43. FINAL OBSERVATION: The final observation shall be undertaken when all known work has been completed, after the recognition of all delays, after the submission of all claims, after the submission of all known Change Order proposals and when all items on the Pre-Final Punch Observation have been completed and contractor submits Request for Final Acceptance. Contractor shall request a Pre-Final Observation when the first building is ready, (may continue with work while Pre-Final is scheduled). First building shall be punched and work plus punch list shall be the standard for remaining buildings (however if work scope is missed on first building the Contractor shall remain responsible for all work in the contract.)

Preparation for final observation. Before Contractor indicates to Architect and Owner that in his opinion, the work is complete, he shall conduct a thorough inspection of the work of all trades and subcontractors. Architect shall not schedule final observation until the Contractor has furnished written notification to the effect that he has conducted a thorough inspection and corrected all deficiencies. Architect may terminate the final observation if he feels that the work is not completed to the extent indicated by the Contractor.

It is the responsibility of the Contractor to ensure the uninterrupted efforts of the Project Manager, the Project Superintendent, the Subcontractors and their suppliers throughout project closeout.

44. On projects with a large number of similar rooms/apartments, a "Mock-Up" shall be provided as a guide for acceptable work.

45. Contractor shall make no claim (whether directly or in the form of a third-party claim) against **Owner or the Architect for errors and omissions related to the design of the Project** unless Contractor shall have first provided both Owner and Architect with a written certification, executed by an independent engineer/architect licensed in the jurisdiction in which the project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such Certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to Owner and Architect Thirty (30) days prior to the institution of such judicial proceedings.

END OF SECTION

SECTION SIX
MATERIAL AND WORK REQUIREMENTS

MATERIAL AND WORK REQUIREMENTS

Contractor is to supply all labor, equipment, and materials to complete this project. All material must be removed from sites and legally disposed of. Contractor is responsible for locating any utilities that might be in work areas. General Liability and Worker's Compensation Insurance with minimum \$1,000,000.00 coverage required. Automobile Insurance that says all owned and non-owned vehicles required. Weekly Certified Payrolls (DOL Form WH-347) is required to be submitted monthly or with pay request. Pay request will not be processed without current Certified Payrolls. Insurance and W-9 form must be submitted before work begins.

Roof crickets are to be installed on all unit buildings where two meeting unit rooflines are offset according to ROOF CRICKET DETAIL ATTACHMENT. Roof sheathing shall match thickness of existing sheathing.

Agency would prefer Certainteed Landmark AR shingles in Weathered wood color and D-5 white vinyl siding.

6,400 square foot of roof sheathing to be included in base bid. Additional sheathing will be unit priced. Sheathing allowance not used will returned to owner at unit price.

- WARRANTIES AND BONDS

Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -36. Warranties are to be submitted with request for Final Payment.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Registration of Warranties: When a Contractor/Subcontractor is responsible for registering a product with the manufacturer and fails to do so within the required time frame and failure to register results in a reduced warranty for the Owner, the Contractor shall assume the warranty and provide all coverage that manufacturer would have provided. (Example: HVAC Equipment may receive a "Base Limited Warranty" but a "Registered Limited Warranty" may provide additional benefits to Owner.)

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

Submit written warranties to the Architect beginning on the date certified for Final Acceptance. If the Architect's Certificate of Final Acceptance designates a commencement date for warranties other than the date of Final Acceptance, submit written warranties on the Architect's request.

When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.

When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

Refer to individual Sections of Divisions-2 through -36 for specific content, and particular requirements for submittal of special warranties.

When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

FINAL PAYMENT MAY NOT BE RELEASED UNTIL ALL SIGNED WARRANTIES ARE RECEIVED.

- ROUGH CARPENTRY

General:

Submittals: Submit the following:

Product data for insulating sheathing and underlayment.

Material certificates for dimension lumber indicated for compliance with selected minimum design values.

Wood treatment data including treatment plant's certification of compliance with indicated requirements.

Products:

Lumber, General: Manufacture lumber, S4S and grade stamped, to comply with PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

Provide seasoned lumber with 19 percent moisture content at time of dressing and shipment, for sizes 2" or less in thickness.

For exposed lumber, apply grade stamps to ends or back of each piece or omit grade stamps entirely and issue certificate of grade compliance.

Dimension Lumber: Provide lumber of the following product classification in grade and species indicated:

Light-Framing: (2"-4" thick, 2"-4" wide).

Southern Pine graded under SPIB rules.

Western Spruce-Pine-Fir graded under NLGA rules.

Fascia (2"-4" thick, 2"-6" wide, 10' and shorter): Fascia Board or No. 2 SYP or better.

Scab Structural Light Framing (2"-4" thick, 2"-4" wide): Grade and species indicated:

No. 2.

Douglas Fir-Larch graded under WWPA rules.

Hem-Fir graded under WWPA rules.

Southern Pine graded under SPIB rules.

Spruce-Pine-Fir graded under NLGA rules.

Lumber for Miscellaneous Uses: Unless otherwise indicated, provide Standard grade lumber for support of other work, including rooftop equipment and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members.

Fasteners and Anchorages: Of size, type, material and finish suited to application shown. Provide metal hangers and framing anchors of size and type recommended for intended use by manufacturer. Hot-dip galvanize fasteners and anchorages for work exposed to weather, in ground contact and high relative humidity to comply with ASTM A 153.

Nails, Wire, Brads, and Staples: FS FF-N-105

Power Driven Fasteners: National Evaluation Report NER-272

Wood Screws: ANSI B18.6.1

Lag Bolts: ANSI B18.2.1

Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and where indicated, flat washers.

Installation:

Install rough carpentry work to comply with "Manual of House Framing" by National Forest Products Assoc. (N.F.P.A.) and with recommendations of American Plywood Association (APA), unless otherwise indicated. For sheathing, underlayment and other products not covered in above standards, comply with recommendations of manufacturer of product involved for use intended. Set carpentry work to required levels and lines, with members plumb and true and cut to fit.

Securely attach carpentry work to substrates and supporting members using fasteners of size that will not penetrate members where opposite side will be exposed to view or receive finish materials. Install fasteners without splitting wood; fasten panel products to allow for expansion at joints unless otherwise indicated.

Provide wood framing members of size and spacing indicated; do not splice structural members between supports. Firestop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members.

Fasten structural wood panel products as follows:

Sheathing:

Nail to framing.

- SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof sheathing.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.

1.3 WOOD PANEL PRODUCTS

A. Plywood: DOC PS 1.

1.4 ROOF SHEATHING

A. Plywood Roof Sheathing: CDX Exterior sheathing. (Advantech will be considered an approved equal).

1. Provide thickness to match existing decking/sheathing. Contractor shall verify thickness of existing decking/sheathing.

B. OSB will NOT be considered an approved equal.

C. Advantech will be considered an approved equal.

1.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

PART 2 - EXECUTION

2.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

- D. Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

2.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Roof Sheathing:
 - a. Nail to wood framing. (8" o.c. max)
 - b. Space panels 1/8 inch (3 mm) apart at edges and ends.
 - 2. Weather Barrier:
 - a. Install weather barrier, as specified for application, promptly following the installation of wood structural panels. Do not allow wood structural panels to remain exposed to prolonged moisture.

- ASPHALT SHINGLES

GENERAL

Submittals:

- a. Sample: Two of each shingle type, weight and style indicating the full range of colors.
- b. Manufacturer's Literature: Material description and recommended installation instruction, or wrapper showing installation instructions.
- c. Sample: Metal drip edge.

Quality Assurance:

- a. Manufacturer shall have a minimum of five years experience in the manufacture of fiber glass shingles.
- b. Roofing Contractor shall have a minimum of three years experience in the application of asphalt shingles.
- c. All shingles shall be certified by an approved independent third party testing and labeling agency and labeled as follows:
Fiber Glass Asphalt Shingles: Class A Fire Resistant
- d. All shingles on a building shall be from the same manufacturing lot, failure to comply is grounds for removal and replacement.

Delivery, Storage, and Handling: Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers. Store materials to avoid water damage, and store rolled goods on end. Comply with manufacturers recommendations for job-site storage and protection.

Job Conditions: Proceed with shingle installation only when all penetrating work has been completed and when substrate is dry and weather conditions are favorable. Carefully examine existing conditions and materials. Promptly notify Architect of any discrepancies in work.

PRODUCTS

BASE BID

Asphalt Shingle Roofing: Provide Architectural two piece laminated fiberglass based construction shingle equal to Certain Teed Landmark. Color to be as selected by Owner from manufacturer's full range of color options. **Use materials by same manufacturer as required to receive full warranty.**

- 229-235 lbs per square
 - Fire Resistance
 - UL Class A
 - UL Certified to meet ASTM D3018 Type 1
 - Wind Resistance
 - UL Certified to meet ASTM D3018 Type 1
 - ASTM D3161 Class F
 - Tear Resistance
 - UL Certified to meet ASTM D3462
 - CSA Standard A123.5
 - Wind Driven Rain Resistance
 - Miami-Dade Product Control Acceptance
 - Quality Standards
 - ICC-ES-ESR-1389
 - Warranty
 - Lifetime Limited transferrable warranty against manufacturing defects
 - 10 Year Streak Fighter Algae Resistant (against streaking and coloration caused by airborne algae)
 - Warranty
 - 10 Year Sure Start Protection (100% replacement and labor cost due to manufacturer's defects)
 - 15 Year, 110 MPH Wind Resistance Warranty
 - 30 Year Shingle Lifetime Limited Warranty
 - 15 Year, 110 MPH Wind

Approved Manufacturers:

Certaiteed	Landmark
GAF	Timberline HD
TAMKO	Heritage
Owens-Corning	Duration
Atlas	Pro Lam

Hip and Ridge Shingles: Manufacturer's standard factory pre-cut units to match shingles or job-fabricated units cut from actual shingles used.

Roofing Felt: No. 15, asphalt-saturated unperforated organic roofing felt, complying with ASTM D 226, Type 1, 36" wide, approximate weight 18 lbs./square, ASTM D 4869, Type I or ASTM D6757. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface Coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction. [Synthetic underlayment may be used in place of felt but not in lieu of ice & water shield.]

All valleys shall be lined with ice and water shield, 36" wide and shingles shall be woven.

All eaves shall be lined with ice and water shield, 36" wide and drip edge shall be under ice & water shield.

All rakes and parapet walls, chimneys shall be lined with ice & water shield, 18" wide (not required at ridge).

All Buildings with a slope less than 3:12 shall be fully covered with ice and weather shield.

All pipe penetrations shall have 18"x18" ice and water shield centered on penetration.

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 4586, Type II, Asbestos Free.

Film Surfaced Waterproof Underlayment: Ice and Water Shield, Self-Adhering, Polymer-Modified, Bituminous Sheet Underlayment: ASTM D 1970, minimum of 40mils (1mm) thick. Provide primer when recommended by underlayment manufacturer. Provide material warranty equal in duration to shingles being used. Tack winter guard in place if it does not adhere immediately to the deck.

1. Available Products: Subject to compliance with requirements, products that may be Incorporated into the Work include, but not limited to, the following (must be acceptable by shingle manufacturer):
 - a. WinterGuard; Certain Teed Corporation.
 - b. Bituthene Ice and Water Shield; Grace: W.R. Grace & Co.
 - c. Nordshield Ice and WaterGard; Nord Bitumi US, Inc.
 - d. F210; Northern Elastometric, Inc.
 - e. Polyguard Deck Guard; Polyguard Products, Inc.
 - f. Polyken 640 Underlayment Membrane; Polyken Technologies.
 - g. QSC-707; Quaker Construction Products, Inc.
 - h. Moisture Guard; Tamko Asphalt Products, Inc.
 - i. Weather Watch; GAF Building Materials Corporation.
 - j. Jiffy Seal Ice and Water Guard; Protecto Wrap Co.
 - k. Ice Guard Membrane No. 108-AG; Royston Laboratores, Inc.

Nails: Aluminum or galvanized roofing nails; ASTM F 1667 12-gage sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" into solid decking or to penetrate through plywood sheathing. Do not staple. **Provide minimum of Six (6) nails per shingle. (Nails Must Be In Sweet Spot, Must Penetrate Both Layers of Individual Shingles or re-nailing will be required.) Do not install nail within 2" of joint/cutout of the underlying shingle.**

Ridge Vent: MID-AMERICA SIDING COMPONENTS – a division of TAPCO GROUP. PHONE (800) 521-8486. Provide "Ridge Master Plus", N.F.V. 12.2 Sq. In. per lineal foot. System to withstand 55 MPH winds with 10 inches rain per hour with no leakage. Provide complete system to include connectors, end plugs and related items.

Provide continuous bead of silicone sealant below nailing flange. Anchor with 3" aluminum roofing nails with barbed shanks, seal head of exposed nails with roofing cement. Provide silicone sealant at joints.

Equal: GAF Cobra Vent 1 and Tamko's Cool Ridge, provided they have 12.2 square inches/lineal foot and withstand at least 55 MPH winds with no leakage.

Exhaust Cap (for range hoods and bathroom exhaust fans): Range Hood Caps Broan #634 and Bath Fan Vent Caps Broan #636 or equal. Prefinished with a baked-on enamel.

Provide with backdraft damper and bird screen.

Color: Black.

Where exposed, aluminum shall be prefinished with a baked-on enamel.

Roof Dryer Vent Cap (if applicable) shall be:

1. Air Vent Inc. Bath/Dryer roof vent with screen removed. (Provide with 4" diameter stem and dampered one way vent system).
2. Duraflo – Roof Dryer Vent #6013BL (Available through Lowes and Home Depot).

Rain Diverters: .024 aluminum, color [black].

Metal Drip Edge: Provide prefinished aluminum drip edge in 8' or 10' lengths. Color as selected by Architect from Manufacturer's Standard Colors. Secure flange with concealed nails spaced 8" on center.

Approved: Amerimax Home Products, Inc. Quality Edge Available through Lowes & Home Depot
800-347-2586 .019, 1 3/4" face; 2 3/4" leg.
F Style, 10' long, 1 3/4" face
F5R Hemmed; 55041; white (.0175)
5504119 (brown)

ALSCO Metals Corporation (Division of Rollex Corp)
800-231-9333

Bode 15; 1 3/4" face; 2 3/4" Top Leg; .019 Available through Best Distributing & ABC/Norandex-Charlotte

VARIFORM
800-788-1965
variform.com
1 3/4" face; 2 3/4" top leg

Sheet Metal Flashing: ASTM B 209, Alloy 3003-H14, minimum .032 inch (20 gauge). Field fabricate to sizes and configurations required.

Where exposed, aluminum shall be prefinished with baked-on enamel. Color as selected by Architect from manufacturer's standard colors.

Metal rain diverter, minimum .024 inch.

Vent Pipe Flashing (Metal): Cast iron/steel pipes shall be flashed with standard lead boot flashing conforming to ASTM B 749, Type L51121, 1/16" thick.

Vent Pipe Flashing (Plastic): PVC pipe shall be flashed with standard neoprene boot flashing similar to portals plus; 85109/1 1/4" to 1 1/2", 85119/2", 85129/3", 85139/4". Approved equal: Oatey Thermoplastic Base, no caulk roof flashings. Portals Plus Thermoplastic Shingle Flashing with Elastomeric Collar with Rigid Base Black Thermoplastic Materials. System to be resistant to ozone ultra-violet degradation and temperature extremes.

Retrofit Flashings: At existing penetrations that cannot be disconnected (such as electrical mast) provide (1" to 3" #11015) (3" to 6" #11025) retrofit flashings as by Portals Plus, Inc. 800-624-8642. Size flashing to meet existing field conditions.

ASPHALT SHINGLES

Flashing to be supplied with stainless steel hardware for mechanical fastening, Neoprene, similar to #12015 small (1" to 3" round) or #12025 large (3/12" to 6" round).

EXECUTION

Preparation for Roof Removal:

1. Contractor to request Owner have grass cut a maximum of one week prior to expected start date.
2. Contractor shall use ground tarps to collect trash and nails.
3. Contractor shall sweep yards with a magnet to pick up all nails; after demolition and twice after new installation; continue to sweep area until all nails picked up regardless of the number of times.

Installation: Comply with recommendations of shingle manufacturer, details and recommendations of Steep Roofing section of NRCA Roofing and Waterproofing Manual for installation of underlayment and shingles. **The use of power nailer is not permitted unless a satisfactory demonstration is made to Architect prior to installing shingles.**

Examine substrate for compliance with requirements for conditions affecting performance of asphalt shingles. Do not proceed with installation until unsatisfactory conditions have been corrected.

Coordinate Installation with flashings and other adjoining work to ensure proper sequencing. Provide ice and water shield at all eaves, rakes, ridges and valleys. Provide at locations shown on plans.

Underlayment: Provide #15 felt underlayment for all areas plus line valleys with film surfaced waterproof underlayment and line eaves with film surfaced waterproof underlayment (36" wide).

On slopes 4:12 or greater, provide single layer of felt lapping minimum of 3".

For slopes 3:12 or greater but less than 4:12, provide a double layer of felt with minimum of 19" headlap. Lap ends a minimum of 6 inches; stagger end laps at least 72 inches.

On slopes less than 3:12, provide a double layer of felt set in hot asphalt or mastic over the entire roof area or cover entire roof with ice and water shield.

At eaves of slopes, cement felt or ice & water shield from eaves to a point 2' beyond face of wall as per manufacturer's printed recommendations or provide film surfaced waterproof underlayment (ice & water shield minimum 36" wide) regardless of pitch.

Synthetic Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides and ends and treat laps as recommended in writing by manufacturer. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer. Fasten according to manufacturer's written instructions. Cover underlayment within period recommended in writing by manufacturer.

1. Install in single layer on roofs sloped at 4:12 and greater.
2. Install in double layer on roofs sloped at less than 4:12.

Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.

ASPHALT SHINGLE INSTALLATION

- a. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- b. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip with tabs removed at least 7 inches

ASPHALT SHINGLES

(175 mm) wide with self-sealing strip face up at roof edge.

1. Extend asphalt shingles 3/4 inch over fascia at eaves and rakes [Do Not Cut Flush With Trim].
 2. Install starter strip along rake edge.
- c. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- d. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.
- e. Fasten asphalt-shingle strips with a minimum of Six (6) roofing nails located according to manufacturer's written instructions.
1. Where roof slope exceeds 21:12, seal asphalt shingles with asphalt roofing cement spots [after fastening with additional roofing nails].
 2. Where roof slope is less than 4:12 seal asphalt shingles with asphalt roofing cement spots.
 3. When ambient temperature during installation is below [50 deg F (10 deg C)], seal asphalt shingles with asphalt roofing cement spots.
- f. Woven Valleys: Extend succeeding asphalt-shingle courses from both sides of valley [12 inches] beyond center of valley, weaving intersecting shingle-strip courses over each other. Use one-piece shingle strips without joints in valley.
1. Do not nail asphalt shingles within 6 inches (150 mm) of valley center.
- g. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing. (NOTE: Underlayment must lap over hip/ridge, butt joints in underlayment are not acceptable.)
1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

Shingles: Install shingles, beginning at lower edge of roof, with a starter strip. Fasten shingles with number of fasteners per shingle as recommended by manufacturer. Shingles shall be true horizontal and vertical with double coverage. Extend shingles 3/4" beyond fascia trim (do not cut flush with trim).

Shingles shall be woven in valleys.

FASTENING – NAILS: Placement of nails is critical to overall performance. High nail placement can result in separation of components and will cause delamination of the shingles after application. All nails must be driven straight with the heads flush to the shingle surface, never cutting into the shingle. Nails must not be exposed (visible) on the finished roof.

FASTENERS: Nails must be 11 or 12 gauge corrosion-resistance roofing nails with 3/8" minimum head. Nails must be long enough to penetrate the roof deck 3/4" or if the deck is less than 3/4" thick the nails should be long enough to penetrate fully and extend at least 1/8" through the roof deck. Nails may be placed in the sealant line.

NEW ROOFING APPLICATION (first single layer): 6 Nails are required per shingle. The nails are to be located 7" up from the bottom edge of the shingle for Shingle with 1 nail placed approximately 1" from each side of the shingle and the remaining equally spaced between the two outer nails. NAILS MUST BE A MINIMUM OF 1 – 1/4" LONG.

Ridge Vent: Install in accordance with Manufacturer's instructions. Anchor with 3" aluminum roofing nails with barbed shanks, seal head of exposed nails with roofing cement. Provide sealant at joints.

Exhaust Cap: Install in accordance with Manufacturer's instructions.

Flashing: Install sheet metal flashing according to details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual."

Metal Drip Edge: Install in accordance with manufacturer's printed instruction. Use only aluminum or stainless steel nails. Where aluminum comes into contact with dissimilar metal provide separation or protection paint to prevent electrolysis. Nail at 12 inches in Center Maximum.

Final Adjustment: Replace any damaged shingles and remove shingle installation debris from site.

Clean Up: After roofing complete, the roofer shall go completely around each building with a roll magnet and pick up all nails a minimum of three times or until all nails have been picked up. It is recommended that the contractor request that the owner have the grass cut ahead of his starting to roof.

Guaranty: Provide a 2-year Roofing Guaranty from the roofing installer to cover workmanship.

Provide a Limited Warranty for a period of Thirty (30) years for each type of shingle furnished, as well as the full coverage workmanship warranty.

Contractor shall provide a Full Warranty against defects in labor for two (2) years. Manufacturer shall be responsible for one hundred percent (100%) of defects in materials for two (2) years from date of acceptance and pro-rate thereafter for the Limited Warranty. Contractor shall apply for and supply copy of warranty at closeout. Where Manufacturer's requirements are more stringent, follow Manufacturer's requirements; failure to provide warranty will delay acceptance and close out.

Extra Materials: Provide 4 Bundles of Shingles, unopened.

ROOFING GUARANTEE

**HUD MODERNIZATION PROJECT CFP NC 77-1, SITE #2
WILLIAMSTON HOUSING AUTHORITY
WILLIAMSTON, NC
#4951**

WHERE _____, Roofing Contractor, has furnished the labor and material required to install fiber glass, shingles, felt, flashing and edge trim on the above Project in accordance with Contract terms, has agreed to issue a full coverage one hundred percent (100%) Guarantee to the WILLIAMSTON HOUSING AUTHORITY.

_____ agrees for a period of two (2) years from the date of final acceptance that he will, at his own expense, make all repairs that may occur due to improper installation or defective materials to maintain a weathertight condition. (This is in addition to manufacturer's material warranty.)

Contractor

Witness

By _____

Business Address

City State Zip

Date: _____

SUBMIT: SIGNED COPY OF MANUFACTURER'S MATERIAL WARRANTY ALONG WITH ROOFING GUARANTEE.

ASPHALT SHINGLES

ROOFING NOTES ATTACHMENT

KEEP ON-SITE ALONG WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

Responsibility of Quality Control of Sub-Contractor lies solely with the Contractor – specifically with the Superintendent.

Superintendent **must** be on the site and on the roofs.

It is strongly recommended that this list of frequent roofing problems be reviewed with all roofing crews **before they start.**

1. Proper, total complete clean off of roof – removal of felt tabs, high nails, damaged wood, etc.
2. Clean up yard. It is easiest if it has been recently mowed. Ground cloths are **strongly encouraged.**
3. Inspection of roof sheathing – replace rotten, brace/replace badly sagged, nail down loose. There should be an adequate top piece of sheathing strong enough to nail down ridge.
[ie: minimum width of 24"]
4. Proper placement of felt, ice and water shield, over drip edge at eave under at rake.
5. Install starter strip per plans and manufacturer's recommendation. Tack strip must be at eave and nailed just behind fascia.
6. Ridge vent – properly cut open sheathing, felt. Use correct nails. Caulk exposed nail heads. Install closure at end of ridge.
7. Remove bent nails. **Do not** just hammer down pops.
8. Power nailing – Contractor must demonstrate that he has experience and uses proper technique. Nails must be kept straight (do not tilt gun) and keep pressure regulated.
9. **Proper number and location of nails with regard to tack strip. Nails must be in sweet spot or Contractor will be required to re nail; if shingles have already sealed down, remove and replace with proper nailing. High Wind Zone – 130 MPH or greater than 120 MPH ultimate wind speed – use 6 nails minimum.**
10. Once a building is punched have the crew go back and correct it. Do not continue making the same mistakes.
11. When Manufacturer's label on back of shingle wrapper is more stringent than code or specifications, installer shall comply with the more stringent requirement.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of June 30, 2016

Title 29 → Subtitle B → Chapter V → Subchapter A → Part 570 → Subpart E → §570.67

Title 29: Labor

PART 570—CHILD LABOR REGULATIONS, ORDERS AND STATEMENTS OF INTERPRETATION

Subpart E—Occupations Particularly Hazardous for the Employment of Minors Between 16 and 18 Years of Age or Detrimental to Their Health or Well-Being

§570.67 Occupations in roofing operations and on or about a roof (Order 16).

(a) *Finding and declaration of fact.* All occupations in roofing operations and all occupations on or about a roof are particularly hazardous for the employment of minors between 16 and 18 years of age or detrimental to their health.

(b) *Definitions.* *On or about a roof* includes all work performed upon or in close proximity to a roof, including carpentry and metal work, alterations, additions, maintenance and repair, including painting and coating of existing roofs; the construction of the sheathing or base of roofs (wood or metal), including roof trusses or joists; gutter and downspout work; the installation and servicing of television and communication equipment such as cable and satellite dishes; the installation and servicing of heating, ventilation and air conditioning equipment or similar appliances attached to roofs; and any similar work that is required to be performed on or about roofs.

Roofing operations means all work performed in connection with the installation of roofs, including related metal work such as flashing, and applying weatherproofing materials and substances (such as waterproof membranes, tar, slag or pitch, asphalt prepared paper, tile, composite roofing materials, slate, metal, translucent materials, and shingles of asbestos, asphalt, wood or other materials) to roofs of buildings or other structures. The term also includes all jobs on the ground related to roofing operations such as roofing laborer, roofing helper, materials handler and tending a tar heater.

(c) *Exemptions.* This section shall not apply to the employment of apprentices or student-learners under the conditions prescribed in §570.50 (b) and (c).

[27 FR 102, Jan. 5, 1962. Redesignated at 28 FR 1634, Feb. 21, 1963, and amended at 28 FR 3450, Apr. 9, 1963. Redesignated and amended at 36 FR 25156, Dec. 29, 1971; 69 FR 57404, Dec. 16, 2004]

Need assistance?



Fact Sheet # 74: The Employment of Youth in Roofing Occupations and On Roofs under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the federal child labor provisions as they relate to the employment of youth in roofing operations and on or about a roof. The federal child labor provisions of the FLSA are administered by the Wage and Hour Division (WHD), which is part of the U.S. Department of Labor. For detailed information about these federal youth provisions, please read Regulations, 29 CFR § 570.67.

The Department of Labor is committed to helping young workers find positive, appropriate and safe employment experiences. The child labor provisions of the FLSA were enacted to protect the educational opportunities of minors and prohibit their employment in jobs and under conditions which are detrimental to their health or well-being. These provisions include restrictions on the types of jobs that minors may perform.

One such provision, Hazardous Occupations Order No. 16 (HO 16), generally prohibits minors less than 18 years from employment in any roofing occupation—on a roof as well as on the ground—as well as any work requiring the youth to work on or about a roof.

The term *roofing occupations* means all work performed in connection with the installation of roofs, including related metal work such as flashing, and applying weatherproofing materials and substances (such as waterproof membranes, tar, slag or pitch, asphalt prepared paper, tile, composite roofing materials, slate, metal, translucent materials, and shingles of asbestos, asphalt, wood or other materials) to roofs of buildings or other structures. The term also includes all jobs on the ground related to roofing operations such as roofing laborer, roofing helper, materials handler and tending a tar heater.

The term *on or about a roof* includes all work performed upon or in close proximity to a roof, including carpentry and metal work, alterations, additions, maintenance and repair, including painting and coating of existing roofs; the construction of the sheathing or base of roofs (wood or metal), including roof trusses or joists; gutter and downspout work; the installation and servicing of television and communication equipment such as cable and satellite dishes; the installation and servicing of heating, ventilation and air conditioning equipment or similar appliances attached to roofs; and any similar work that is required to be performed on or about roofs.

These prohibitions are not limited to circumstances where the minor employee is standing or working on the roof itself, but extend to standing or working on a ladder or scaffold at or near the roof, as well as working from or being transported to or from the roof in mechanical devices such as hoists.

Youth less than 18 years of age may not use roofs to access equipment or other work places and are prohibited from performing tasks associated with the installation of roofs on metal buildings.

The rules allow 16- and 17-year-olds who are employed pursuant to a bona fide apprenticeship or student-learner program to perform work that would otherwise be prohibited.

Where to Obtain Additional Information

For more information on the FLSA child labor provisions, including a complete list of all hazardous occupation orders, visit the *YouthRules!* Web site at www.youthrules.dol.gov.

For additional information on the Fair Labor Standards Act, visit the Wage and Hour Division Web site: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

When state child labor laws differ from the federal provisions, an employer must comply with the higher standard. Links to your state labor department can be found at http://www.dol.gov/whd/contacts/state_of.htm.

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of June 30, 2016

Title 29 → Subtitle B → Chapter V → Subchapter A → Part 570 → Subpart E → §570.67

Title 29: Labor

PART 570—CHILD LABOR REGULATIONS, ORDERS AND STATEMENTS OF INTERPRETATION

Subpart E—Occupations Particularly Hazardous for the Employment of Minors Between 16 and 18 Years of Age or Detrimental to Their Health or Well-Being

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Roofing operations means all work performed in connection with the installation of roofs, including related metal work such as flashing, and applying weatherproofing materials and substances (such as waterproof membranes, tar, slag or pitch, asphalt prepared paper, tile, composite roofing materials, slate, metal, translucent materials, and shingles of asbestos, asphalt, wood or other materials) to roofs of buildings or other structures. The term also includes all jobs on the ground related to roofing operations such as roofing laborer, roofing helper, materials handler and tending a tar heater.

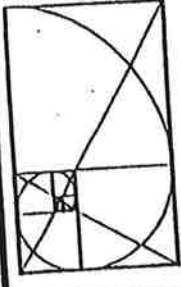
(c) *Exemptions.* This section shall not apply to the employment of apprentices or student-learners under the conditions prescribed in §570.50 (b) and (c).

[27 FR 102, Jan. 5, 1962. Redesignated at 28 FR 1634, Feb. 21, 1963, and amended at 28 FR 3450, Apr. 9, 1963. Redesignated and amended at 36 FR 25156, Dec. 29, 1971; 69 FR 57404, Dec. 16, 2004]

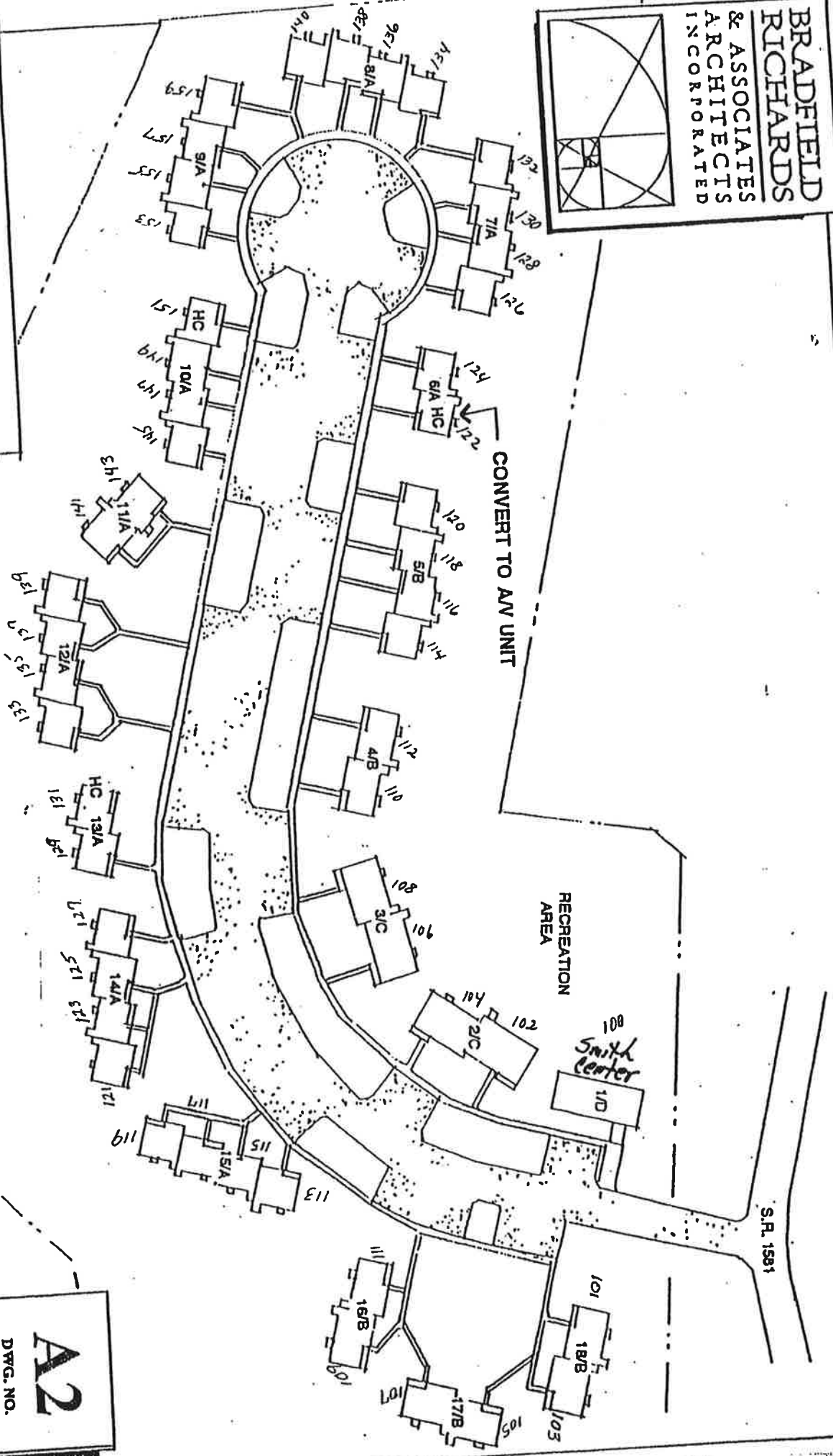
Need assistance?

SECTION SEVEN
SITE MAP AND ROOF PLANS

**BRADFIELD
RICHARDS
& ASSOCIATES
ARCHITECTS
INCORPORATED**



S I T E P L A N
WILLOW ACRES
WILLIAMSTON HOUSING AUTHORITY
 NC 77-2 CIAP PROJ. NO. NC19P07780594
 WILLIAMSTON, NC



Not to scale

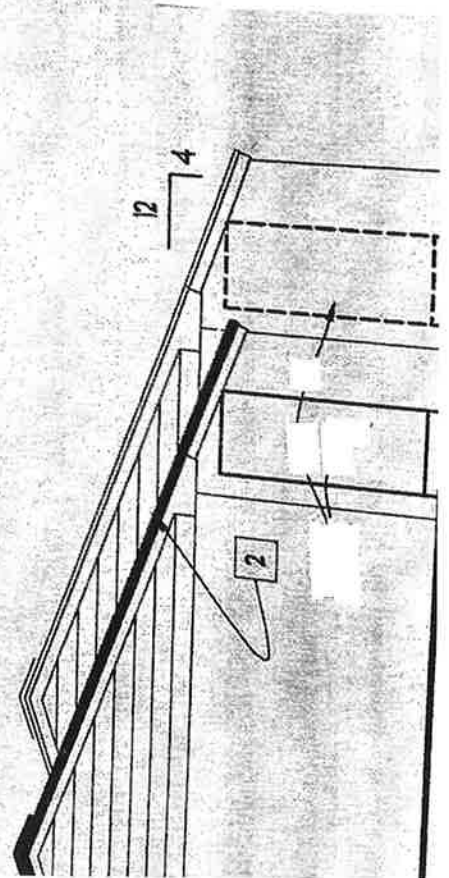
A2
 DWG. NO.



SPECIFIC NOTES:

1. REMOVE ALL EXISTING ROOFING (SHINGLES & UNDERLAYMENT) DOWN TO EXISTING 1/2" PLYWOOD ROOF SHEATHING. REPLACE ALL DAMAGED OR DETERIORATED ROOF SHEATHING WITH NEW 1/2" PLYWOOD ROOF SHEATHING TO MATCH EXISTING. REFER TO 'ALLOWANCES' AND 'UNIT PRICES' SECTION OF THE PROJECT MANUAL FOR ACCOUNTING PROCEDURES FOR ROOF SHEATHING REPLACEMENT. PROVIDE NEW SHINGLE ROOFING w/ NEW FELT UNDERLAYMENT. REMOVE ALL EXISTING FLASHING AT VENTS & FLUES AND REPLACE WITH NEW FLASHING. SEE DETAILS SHEET A22.
2. AT ALL WALL INTERSECTIONS, REMOVE EXISTING VINYL SIDING INSTALLED OVER HARDBOARD SIDING. REMOVE EXISTING STEP FLASHING AND REPLACE WITH NEW METAL STEP FLASHING. -INSTALL *New* VINYL SIDING. SEE DETAIL F6/A22.
3. REMOVE EXIST. RIDGE VENTS & PROVIDE NEW SHINGLE-COVERED RIDGE VENT. SEE DETAIL C7/A23.
4. REMOVE ALL EXISTING METAL DRIP EDGE AND REPLACE WITH NEW PREFINISHED ALUMINUM DRIP EDGE FINISHED TO MATCH EXISTING VINYL FASCIA/SOFFIT SYSTEM. SEE ROOFING DETAILS SHEET A22.
5. PROVIDE NEW PREFIN. ALUM. RAIN DIVERTERS (2' HIGH X 6'-0" LONG w/ 6" ROOF DECK FLANGE) @ ALL EXTERIOR ENTRY DOORS. SLOPE 1/4" PER FOOT AWAY FROM WALK

Remove + Install new vinyl siding on all gables



Not to scale

D6

TYPICAL GABLE END ROOF DETAIL

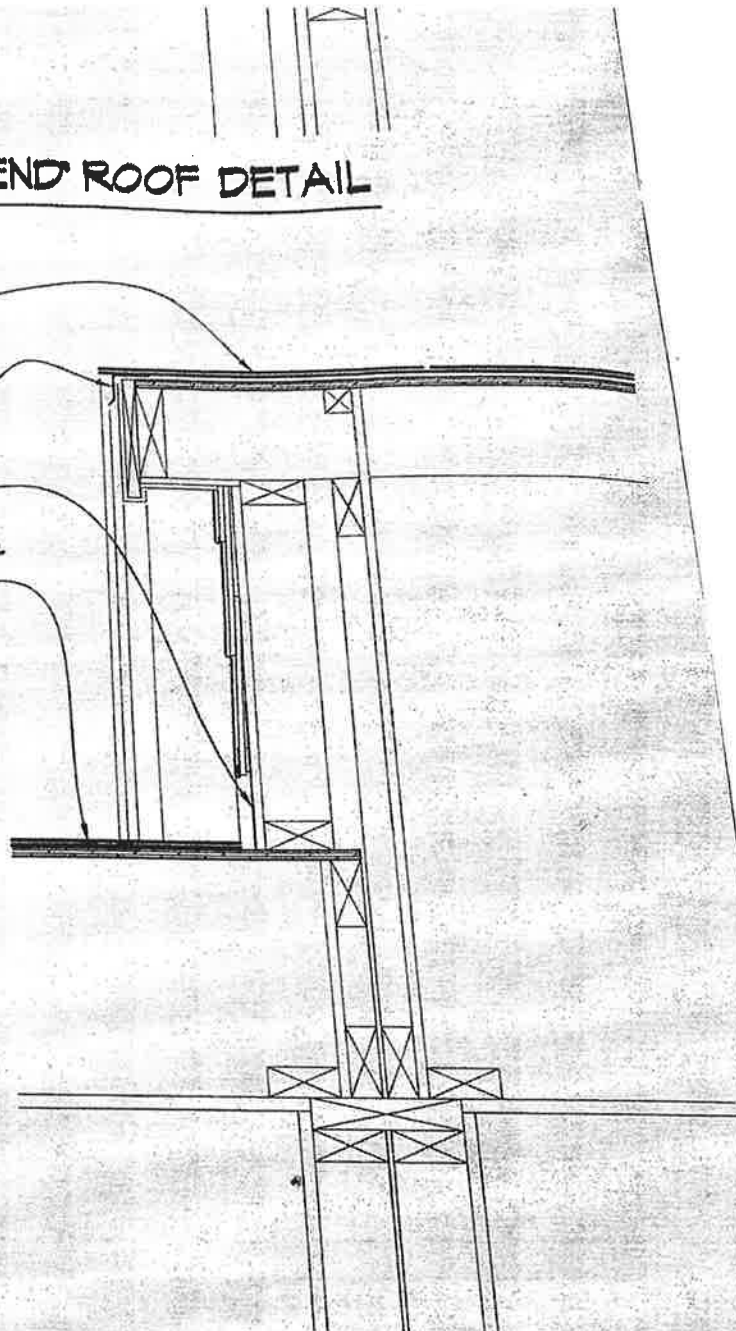
1-1/2" = 1'-0"

REMOVE ALL EXISTING ROOFING. REPLACE ALL DAMAGED OR DETERIORATED ROOF SHEATHING. PROVIDE NEW SHINGLE ROOFING or NEW FELT UNDERLAYMENT.

REMOVE ALL EXISTING METAL DRIP EDGE AND REPLACE WITH NEW PREFINISHED ALUMINUM DRIP EDGE FINISHED TO MATCH EXISTING VINYL FASCIA/SOFFIT SYSTEM.

AT ALL WALL INTERSECTIONS, REMOVE EXISTING VINYL SIDING INSTALLED OVER HARDBOARD SIDING. REMOVE EXISTING STEP FLASHING AND REPLACE WITH NEW METAL STEP FLASHING. *Install new double white vinyl siding*

REMOVE ALL EXISTING ROOFING. REPLACE ALL DAMAGED OR DETERIORATED ROOF SHEATHING. PROVIDE NEW SHINGLE ROOFING or NEW FELT UNDERLAYMENT.



F6

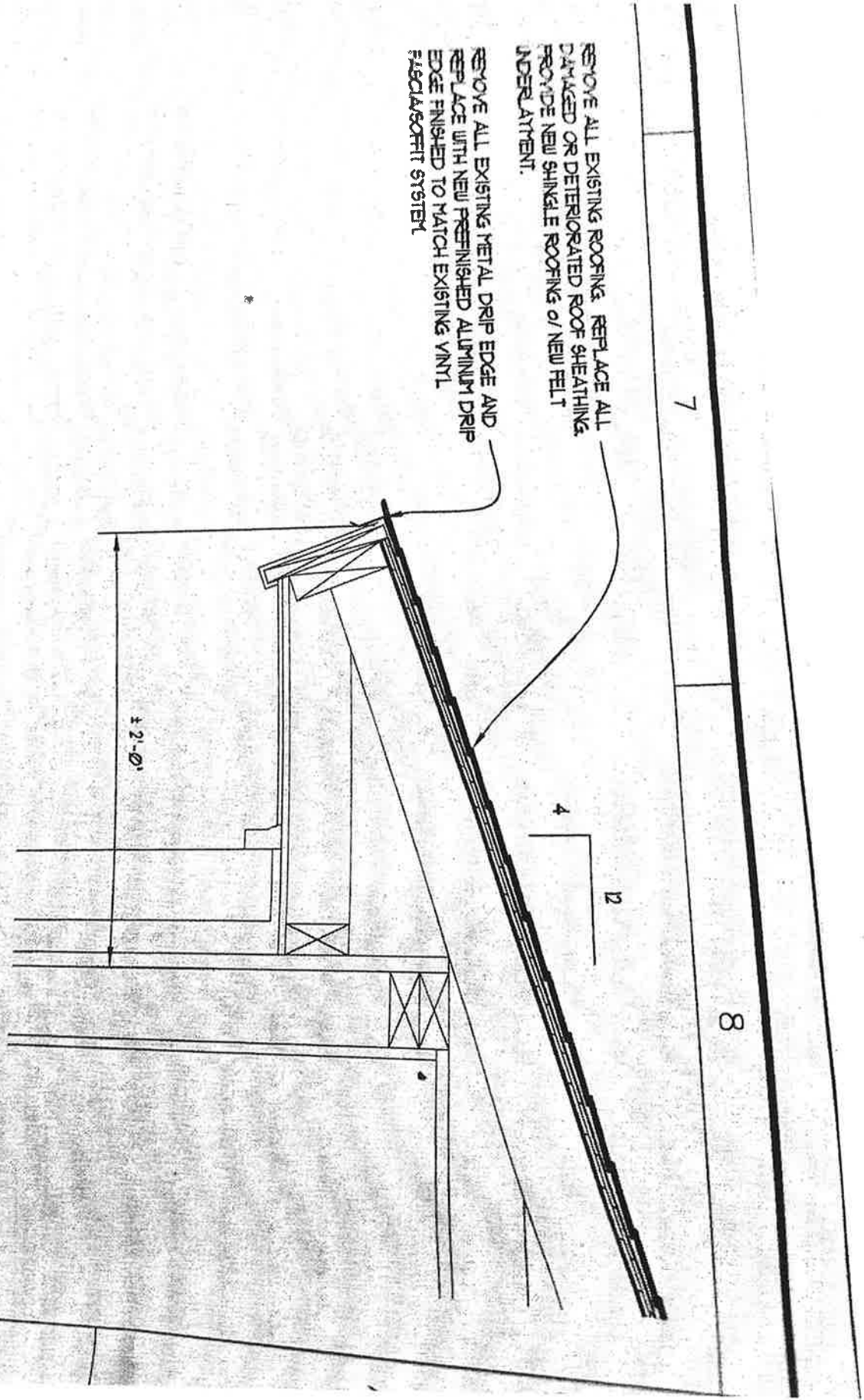
TYPICAL STEPPED ROOF DETAIL

1-1/2" = 1'-0"

Not to scale

REMOVE ALL EXISTING ROOFING. REPLACE ALL DAMAGED OR DETERIORATED ROOF SHEATHING. PROVIDE NEW SHINGLE ROOFING w/ NEW FELT UNDERLAYMENT.

REMOVE ALL EXISTING METAL DRIP EDGE AND REPLACE WITH NEW FINISHED ALUMINUM DRIP EDGE FINISHED TO MATCH EXISTING VINYL FASCIA/SOFFIT SYSTEM



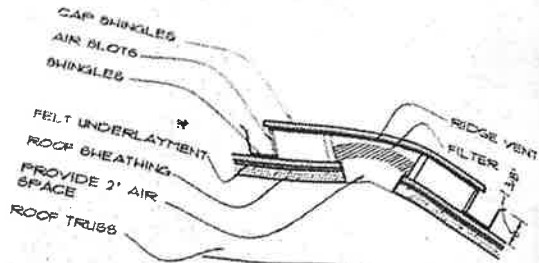
TYPICAL ROOF DETAIL

B6

1-1/2" = 1'-0"

Not To Scale

B



C7 RIDGE VENT DETAIL
 3" = 1'-0"

SPECIFIC NOTES:

1. REMOVE ALL EXISTING ROOFING (SHINGLES & UNDERLAYMENT) DOWN TO EXISTING 1/2" PLYWOOD ROOF SHEATHING. REPLACE ALL DAMAGED OR DETERIORATED ROOF SHEATHING WITH NEW 1/2" PLYWOOD ROOF SHEATHING TO MATCH EXISTING. REFER TO 'ALLOWANCES' AND 'UNIT PRICES' SECTION OF THE PROJECT MANUAL FOR ACCOUNTING PROCEDURES FOR ROOF SHEATHING REPLACEMENT. PROVIDE NEW SHINGLE ROOFING w/ NEW FELT UNDERLAYMENT. REMOVE ALL EXISTING FLASHING @ VENTS & FLUES AND REPLACE WITH NEW FLASHING. SEE DETAILS SHEET A22.
2. AT ALL WALL INTERSECTIONS, REMOVE EXISTING VINYL SIDING INSTALLED OVER HARDBOARD SIDING. REMOVE EXISTING STEP FLASHING AND REPLACE WITH NEW METAL STEP FLASHING. INSTALL *NEW* VINYL SIDING. SEE DETAIL F6/A22.
3. REMOVE EXIST. RIDGE VENTS & PROVIDE NEW SHINGLE-COVERED RIDGE VENT. SEE DETAIL C7/A23.
4. REMOVE ALL EXISTING METAL DRIP EDGE AND REPLACE WITH NEW PREFINISHED ALUMINUM DRIP EDGE FINISHED TO MATCH EXISTING VINYL FASCIA/SOFFIT SYSTEM. SEE ROOFING DETAILS SHEET A22.
5. PROVIDE NEW PREFIN. ALUM. RAIN DIVERTERS (2' HIGH X 6'-0" LONG w/ 6' ROOF DECK FLANGE) @ ALL EXTERIOR ENTRY DOORS. SLOPE 1/4" PER FOOT AWAY FROM WALK.

Not to scale

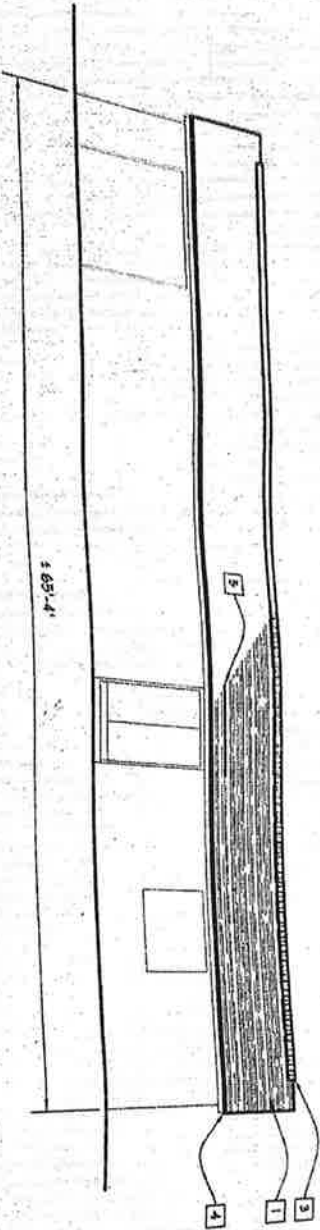
F4

ELEVATIONS - BLDG. 1

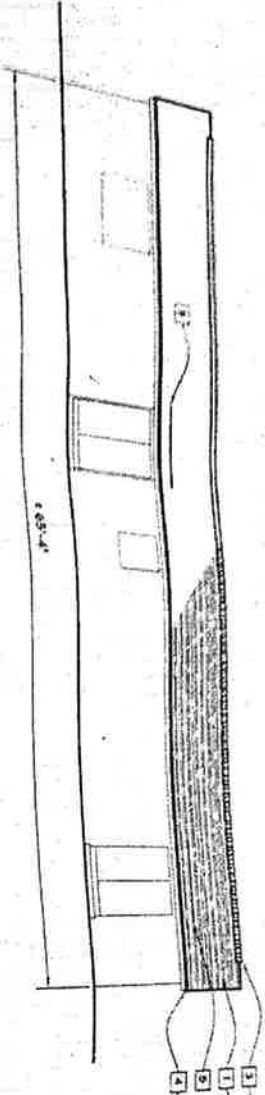
1/8" = 1'-0"

Not to scale

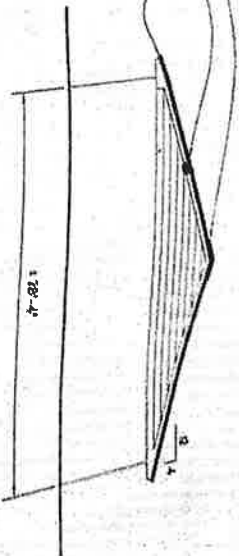
REAR ELEVATION

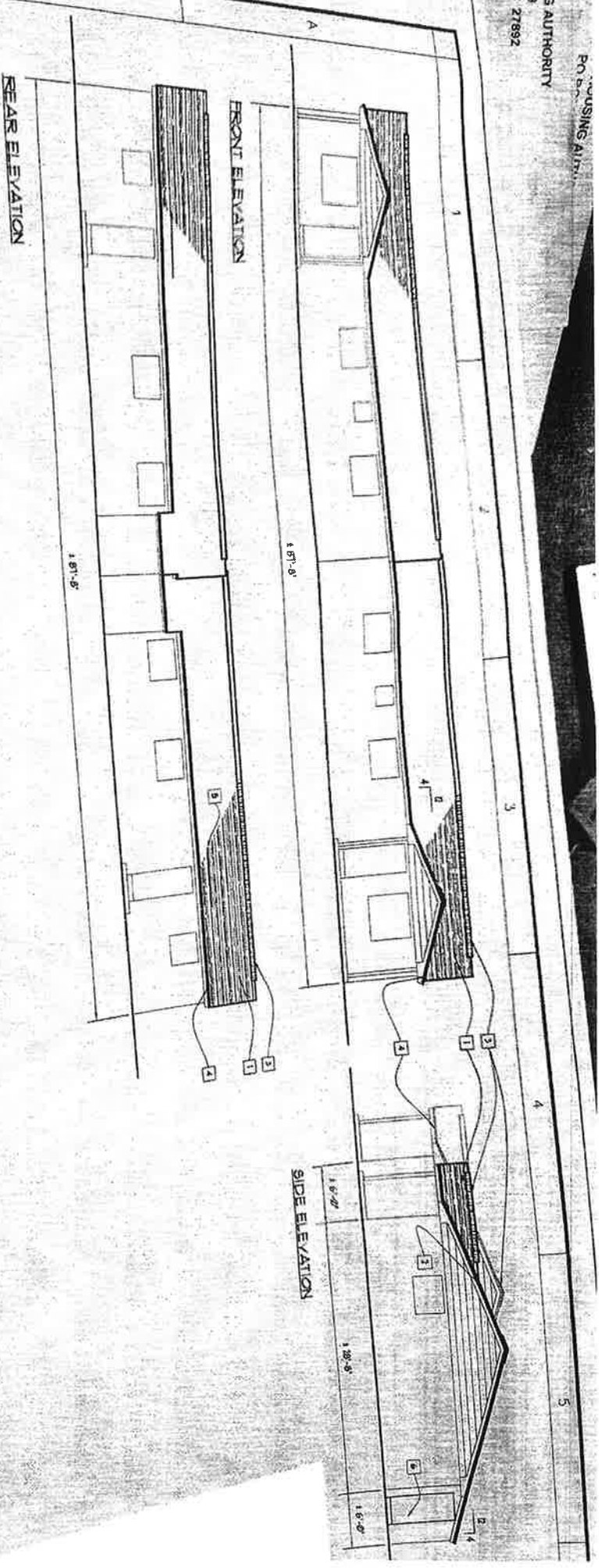


FRONT ELEVATION

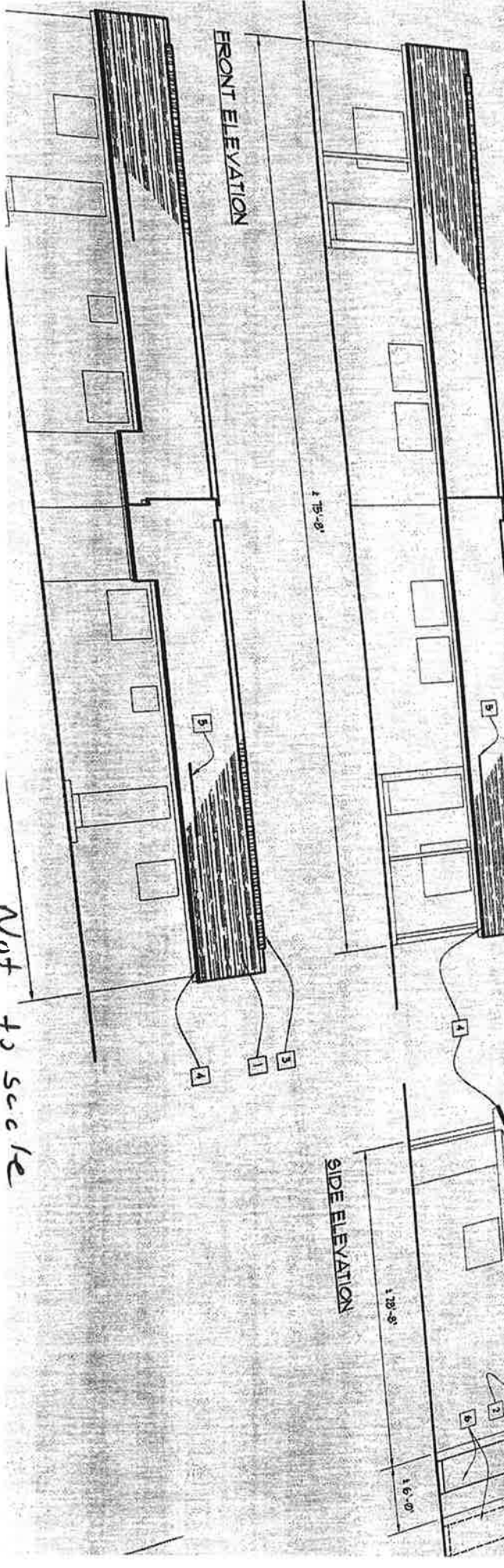


SIDE ELEVATION





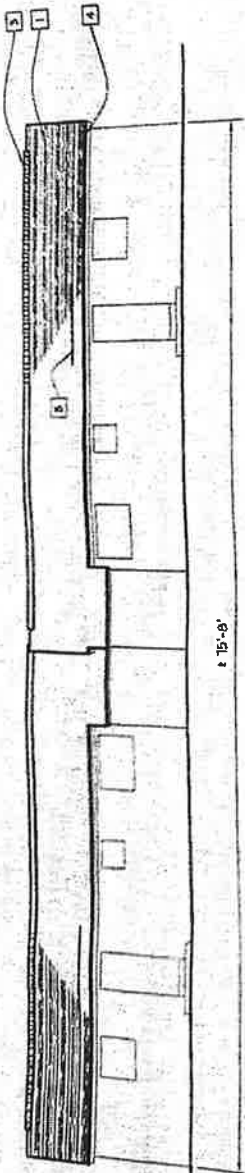
B1
1/8" = 1'-0"
ELEVATIONS - BLDGS. 2 & 3



Not to scale

SIDE ELEVATIONS

FRONT ELEVATION

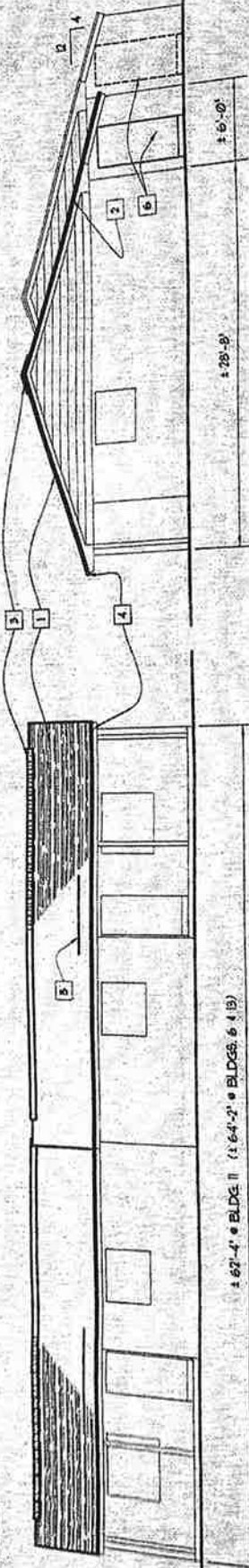


± 15'-8"

REAR ELEVATION

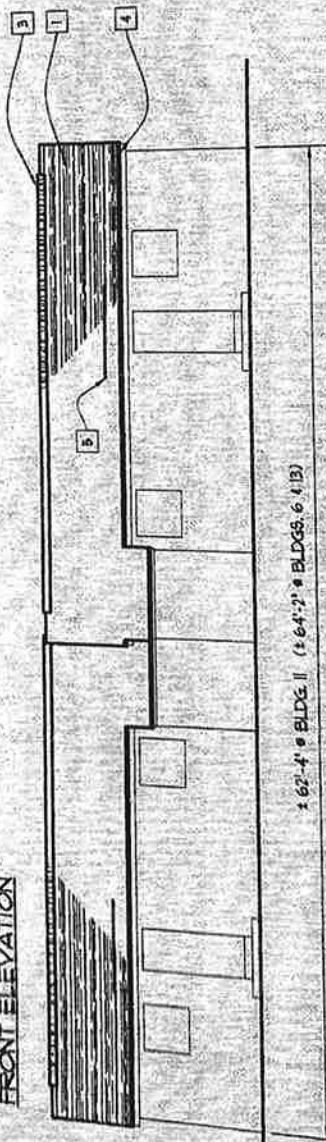
ELEVATIONS - BLDGS. 4, 16, 17 & 18

D1 1/8" = 1'-0"



± 62'-4" • BLDE. 11 (± 64'-2") • BLDGS. 6 & 13

FRONT ELEVATION



± 62'-4" • BLDE. 11 (± 64'-2") • BLDGS. 6 & 13

REAR ELEVATION

ELEVATIONS - BLDGS. 6, 11 & 13

F1 1/8" = 1'-0"

SIDE ELEVATION



± 28'-8"

± 16'-0"

BUILDING 11 SHOWN
BLDGS. 6 & 13 REVERSED



SCALE: 3" = 1'-0"



SCALE: 1 1/2" = 1'-0"



SCALE: 1/8" = 1'-0"

Not to scale

4

3

2

1

SECTION EIGHT
BID FORM AND HUD FORMS

**BID FORM FOR WILLOW ACRES ROOF REPLACEMENT PROJECT
NC077-2
CAPITOL FUNDS PROJECT**

The undersigned bidder, having familiarized himself/herself/themselves with the local conditions affecting cost of the work, and with the Project Manual and the drawings and addenda, if any thereto, hereby proposes to provide all labor, materials, equipment, and services required to construct:

ROOFING REPLACEMENT AT WILLOW ACRES
NC077-2
Williamston Housing Authority
Williamston, NC 27892
Michael Gaddy, Executive Director

As set forth in the project manual, all in accordance therewith, for the sum of:

_____ DOLLARS (\$ _____)

Which is hereinafter called the Base Bid.

UNIT PRICING: ROOF SHEATHING sq. ft (4' X 4' MINIMUM) \$ _____
(6400 SQUARE FOOT INCLUDED IN BASE BID)

UNIT PRICING: TRIM METAL sq. ft. (if needed eight foot minimum) \$ _____

It is understood that the proposal cost above are based upon the areas being OCCUPIED while the work is being performed.

Bidder's Signature

Printed Name

Company Name

Phone Number

Address

E-mail

City, State

License Number

- FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE WILLIAMSTON HOUSING AUTHORITY

or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true.

Signature of Bidder,
if Bidder is an individual

Signature of Partner,
if Bidder is a Partnership

Signature of Officer,
if Bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____ 20_____

Notary Public

My Commission expires _____

