

# **PALM BEACH COUNTY HOUSING AUTHORITY**

**KD #20718**

**CONSTRUCTION SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS**

**PROJECT MANUAL FOR THE**

**DREXEL SENIOR BUILDING**

**HURRICANE IRMA ROOFING REPAIRS**

**IN**

**WEST PALM BEACH, FLORIDA**

**SEPTEMBER 2020**

# **BID Copy**

**KIMBERLY A. DELLASTATIOUS, PA**  
Commercial/Residential Architecture & Planning  
802 W Windward Way, #308  
Lantana, Florida 33462  
(561) 582-5622  
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**KIMBERLY A.  
DELLASTATIOUS, P.A.**

**A R C H I T E C T**

# Bidding Note

**Date:** 08.29.20  
**To:** All Bidding Contractors  
**From:** Kimberly A. Dellastatious, PA  
**RE:** PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING  
REPAIRS PROJECT #KD-20718  
**Priority:** High

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The PRIME bidder shall be a Licensed Florida State General or Florida Building Contractor with an ACTIVE Palm Beach County contractor registration/license. The bidding General / Building Contractor shall have a full workman's compensation insurance policy and not a state WC exemption certificate.

The PRIME Bidder shall submit and execute ALL bid documents under their name, including the Bid Bond. The PRIME Bidder will EXECUTE the contract between themselves and the PBCHA, The Prime Bidder shall submit the performance and payment bonds in their name if awarded the bid. The Roofing Contractor shall be a sub-contractor of the Prime Bidder.

At time of contract signing, the INSTALLING roofing contractor must be a CertainTeed 5 STAR CREDENTIALLED SELECT SHINGLE MASTER COMPANY (or approved equal) PROIR TO GENERAL CONTRACTOR EXECUTING THE OWNER'S CONTRACT.



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## **SECTION 00100**

### **INVITATION TO BID**

The Palm Beach County Housing Authority will receive sealed bids for:

#### **PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718**

**Sealed bids will be received by The Palm Beach County Housing Authority at 3432 West 45<sup>th</sup> Street, West Palm Beach, FL 33407, no later than on Tuesday September 29, 2020 at 11:00 AM local time** at which time the sealed bids will be publicly opened and read aloud. **Sealed bids are to have the project name, PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718: BID DOCUMENTS, marked on the outside of the envelope.**

A pre bid meeting will be held at 11 AM, **Thursday September 17, 2020** at the DREXEL SENIOR BUILDING located **1745 DREXEL ROAD , West Palm Beach, FL 33417**

#### **THE PROJECT CONSISTS OF FURNISHING ALL LABOR AND MATERIAL FOR THE FOLLOWING:**

##### **CONTRACT DESCRIPTION**

**Project Scope** consists of a single prime contract based on a Lump Sum Price. A required 10% Bid Bond, and a 100% Performance Bond, and a 100% Payment Bond will be based on the Gross Total contract fee. Bid Bond must stay in affect for 90 days. P&P bond to be submitted within 14 days of Notice of Intent to Award Contract. Penalty Damages will be charged at \$250.00 per day for all calendar days that extend past the allotted time. Contract time is 150 calendar days (30 days of which are for permitting) from contract signing to substantial completion. Scope of work includes a SHINGLE re-roof of a 4-story building, with one, two, three, four, and five story individual areas. Scope also includes rebuilding of the existing soffits where metal prefab soffits exist to stucco soffits. Associated work with the repair and rebuilds include carpentry, stucco, and paint. A prime General/Building contractor will be required for this project due to the scope of work involved.

Project scope of work consists of: All labor and material for supplying and installing the work. Full on-site supervision of a State of Florida Licensed General/Building Contractor or his owner approved site supervisor is required on this project. Architect and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent.

Copies of the Contract Documents are available for public inspection at:

<http://www.pbchafl.org/doing-business-with-pbcha/current-bids-and-solicitations>

The successful bidder will be required to furnish evidence of current personal injury, property liability, workmen's compensation policy and all other applicable insurances. The Prime Contractor is not allowed to work under a workman's compensation exemption status.

All responsive bids shall contain the one original, one copy, and one digital pdf submittal via an USB flash drive of the following items in a sealed package:

1. Check List / Number of Required Bid Copies Form, section 00125
2. The completed Bid Proposal, section 00200
3. A 10% Bid Bond, Section 00210.
4. A certificate from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond within 14 days of Notice of Intent, Section 00215.
5. List and identify all sub-contractors, Section 00218.
6. Notarized Non-Collusion Affidavit, Section 00220.

7. Executed Disclosure of Lobbying Activities, Section 00225.
8. Notarized Anti-Kickback Agreement, Section 00230.
9. Executed Certification for Contracts, etc., Section 00235.
10. Notarized Statement of Contractor's Qualifications, Section 00240.
11. Executed Contractor's Responsibility Job Experience listing, Section 00242-3.
12. A certificate of Insurance showing **Florida** Worker's Compensation insurance is in place (not a WC exemption), Section 00245.
13. Executed Certificate of Nonsegregated Facilities, Section 00250.
14. Certificate of non-disbarment, Section 00255.
15. Public Entity Crimes Statement, Section 00258.
16. Contractor's Section 3 Plan and Statement of abiding by such, Section 00260.
17. Executed Certification of Labor Standards, Section 00270.
18. Photocopy of the current Contractors' State General and Roofing Contractor's License.
19. Your SAM's number or a copy of your pending online registration for a SAM's number.

Attention is called to the requirements as to condition of employment to be observed and the minimum wages to be paid under the contract. All wage rates on this project shall not be less than the prevailing wage rates as determined by the U.S. Department of Labor. Certified payrolls will be a required attachment to the payment requests.

The Contractor must take affirmative action to ensure that all application are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or age.

All successful bidders are required to comply with Section 3 of the Housing and Urban Development Act of 1968, amended 1969, an amended by Section 118 of Title 1, community Development and Housing Act of 1974, as well as Executive Order 11478. Section 3 requires that to the greatest extent feasible, opportunities, training and employment be given to lower income resident of the project area, and contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part of persons residing in the area of the project.

Contracts will be awarded to the low bid Contractor who is proven to be responsive and responsible based on the qualifications for the project. Contractor must not be on HUD's list of ineligible contractors and must be registered on the "System for Award Management" (SAM) webpage. Contract will be awarded provided the bid is reasonable, and in the best interest of the PBCHA, and the bidder has complied with all applicable laws and the requirements of the bid documents. The PBCHA reserves the right to reject any and all bids and to waive any informality in bids wherever it is in the best interests of the PBCHA. PBCHA is an Equal Opportunity Employer and promotes a drug free workplace. Women and Minorities owned businesses are encouraged to apply.

The award of this contract will be subject to the Owner's successful ability to acquire the appropriate funding for the project.

Palm Beach County Housing Authority

## **SECTION 00125**

### **NUMBER OF REQUIRED BID COPIES**

All bidders will be required to submit one original HARD copy of the executed bid documents and one additional HARD copy at time of bid submittal.

All bidders will be required to submit one copy of all executed documents in a digital pdf file BINDER via an USB flash drive.

All documents including the flash drive shall be submitted in a sealed envelope with the name of the contractor and the name of the project written on the outside of the envelope.

### **CHECK LIST OF REQUIRED FORMS**

- \_\_\_\_\_ **THIS CHECK LIST**
- \_\_\_\_\_ **TWO HARD COPIES, ONE OF WHICH IS AN ORIGINAL COPY**
- \_\_\_\_\_ **ONE USB FLASH DRIVE WITH A DIGITAL PDF BINDER**
- \_\_\_\_\_ **INCLUDING EACH REQUIRED DOCUMENT.**
  
- \_\_\_\_\_ The completed Bid Proposal, section 00200
- \_\_\_\_\_ An ORIGINAL 10% Bid Bond, Section 00210.
- \_\_\_\_\_ A certificate from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond, Section 00215.
- \_\_\_\_\_ A LETTER from a Surety Company indicating that if your bid is accepted, they will furnish the performance and payment bond with-in a 14 calendar day period, Section 00215
- \_\_\_\_\_ List and identify all sub-contractors, Section 00218.
- \_\_\_\_\_ Notarized Non-Collusion Affidavit, Section 00220.
- \_\_\_\_\_ Executed Disclosure of Lobbying Activities, Section 00225.
- \_\_\_\_\_ Notarized Anti-Kickback Agreement, Section 00230.
- \_\_\_\_\_ Executed Certification for Contracts, etc., Section 00235.
- \_\_\_\_\_ Notarized Statement of Contractor's Qualifications, Section 00240.
- \_\_\_\_\_ Executed Contractor's Responsibility Job Experience listing, Section 00242-3.
- \_\_\_\_\_ A certificate of Insurance showing **Florida** Worker's Compensation insurance is in place (not a WC exemption), Section 00245.

- \_\_\_\_\_ Executed Certificate of Non-segregated Facilities, Section 00250.
- \_\_\_\_\_ Certificate of non-disbarment, Section 00255.
- \_\_\_\_\_ Public Entity Crimes Statement, Section 00258.
- \_\_\_\_\_ Contractor's Section 3 Work Plan and Statement of abiding by such, Section 00260.  
This must include statements as to how you plan to meet Section 3 requirements for this project. This is an additional letter that you must type up and submit with the supplied Section 3 Section 00260.
- \_\_\_\_\_ Executed Certification of Labor Standards, Section 00270.
- \_\_\_\_\_ Photocopy of the current Contractor's GENERAL CONTRACTOR'S State License.
- \_\_\_\_\_ Photocopy of the current Contractor's ROOFING CONTRACTOR'S State License.
- \_\_\_\_\_ Your SAM's number or a copy of your pending online registration for a SAM's number.
- \_\_\_\_\_ Your Sub-Contractor's SAM's number or a copy of their pending online registration for a SAM's number.

**SECTION 00200**

**BID PROPOSAL  
PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS  
PROJECT #KD-20718**

OWNER: Palm Beach County Housing Authority  
3432 West 45<sup>th</sup> Street  
WPB, FL 33407

ARCHITECT: KIMBERLY A. DELLASTATIOUS, P.A.  
802 W Windward Way, #308  
Lantana, FL 33462  
(561) 582-5622; [kimdell@kd-architect.com](mailto:kimdell@kd-architect.com)

CONTRACTOR SUBMITTING BID: (NAME, ADDRESS, PHONE, FAX, & EMAIL)

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

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE OF BID: \_\_\_\_\_

1. Pursuant to and in compliance with the Invitation to Bid, Instruction to Bidders, and other Contract Documents, the undersigned hereby proposes to furnish all tools, labor, materials and equipment to perform all work necessary for scope of work in contained on all drawings and specifications are the total bid and any contractor not submitting bids on all drawings sheets and specifications will be considered a non-responsive bidder.
2. The Owner has the right to reject or deduct any portion or line item of any bid.
3. All bid packages shall be balanced bids and shall not be front-loaded; each line item shall be balanced.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the PALM BEACH COUNTY HOUSING AUTHORITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
5. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for ninety (90) days after the day of the Bid opening. Bidder will sign and deliver to the PALM BEACH COUNTY HOUSING AUTHORITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Document with-in 14 days after the date of the Owner's Notice of Tentative Award. If Bidder fails to sign the Agreement and deliver the Agreement to the Owner accompanied by the required security, insurance certificates and other documents with-in the time specified, the Owner has the authority to rescind the bid award and retain the bid security which shall be forfeited as liquidated damages.
6. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all Contract Documents and all the following addenda:

ADDENDA NO.

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Receipt of all of which is hereby acknowledged and receipt of copies of the Advertisement for bid and the receipt of the Instruction to Bidders.

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Housing Authority; no Housing Authority official nor any Housing Authority employee has a direct or indirect interest in said bid, in the supplies or work to which it relates to any person associated with the firm performing the work, or to the profits resulting from the work.
  - d. The Bidder understands that a requirement of this project is for the Contractor to provide a minimum of 25% of the work in this contract.
7. The Contractor shall submit at time of the bid submittal a list of sub-contractors to be used on the project. The list shall state if the sub-contractor is a minority business and if it is, what classification the minority is, and what the minority business qualifies for. The Owner has the right to approve or reject all sub-contractors which includes the right to interview the sub-contractors. Prior to a contract signing, all sub-contractors shall submit their "SAMS" (system for award management), certificate or their application for their "SAMS" certificate prior to being awarded their individual sub-contractor contracts by the General Contractor. Owner shall review the "SAMS" certificates prior to the sub being allowed to work on the property.



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NOTE!

THE OWNER WILL EVALUATE THE BIDS BASED THE CONTRACTOR BEING RESPONSIVE AND RESPONSIBLE, INCLUDING PROJECT COST. THE PALM BEACH COUNTY HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITY IN BIDS WHEREVER IT IS IN THE BEST INTERESTS OF THE PALM BEACH COUNTY HOUSING AUTHORITY.

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**[Remainder of this page left blank]**

	A	B	C	D	E
1	PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS - PROJECT KD #20718				BASE
2	The Owner has the right to reject or deduct any portion or line item of any bid.				
3					
4					
5		DREXEL SENIOR BUILDING SUMMARY		Building Quantity	GROSS Total Ext
6					
7	100	DREXEL SENIOR BUILDING ROOFING AND SOFFIT		x 1	
8		REPLACEMENT			
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24	200	PERMIT ALLOWANCE OF 2.5% OF THE SUBTOTAL OF LINE ITEM 100:			
25					
26					
27	1000	PROJECT GROSS TOTAL: (Line Items 100+200)			
28					
29					
30					

All descriptions above, whether stated or not, inadvertently include full scope of project work even if not stated under description column. If the Contractor feels a pertinent scope has failed to be identified, the Contractor shall submit an RFI 7 days prior to the bid submittal date. Prices shall include from initial job start up, to all general conditions, taxes, bonding, insurance, daily clean up and dust control, to complete project close out.

(Extended unit price shall prevail over total gross bid price in case of math errors.)

ALL Bid Line Items are to be figured with the included Contractor's cost of GC, Overhead, Profit, and Bonding in EACH bid line item. (GC/OH/P/B)

If there is an unforeseen change order that has not been identified in any of the above line items, the contractor shall submit back up paperwork showing the scope of work itemization including their GC/P/OH/Bonding cost. The PBCHA will allow up to a 5% Overhead margin, a 5% profit margin, and up to 7% for general conditions. Bonding costs shall be included in the general conditions number.

The Palm Beach County Housing Authority has the right to deduct line items and/or decrease unit quantities as necessary to allow for the project to be in budget. Contractor is to balance their bid with all Permit, General Conditions, Taxes, Overhead, and Profit distributed throughout the line items in a balanced manner.

The above line items will be used as the "schedule of values" for the project for periodic payment applications. See Measurement and Payment Section 01026 for payment application information and submittals.

**[Remainder of this page left blank]**

## 9. SITE INSPECTION

I hereby certify that        I have        I have not inspected the Site's existing conditions at the PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718 job site in West Palm Beach, Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

10. Bidder agrees that the Work will be completed (all Applicable Finals and Certificates of Completion received from the Palm Beach County Building Department) with-in 150 calendar days, 30 days of which are for permitting and mobilization. Punch out time and completion documents submittal will be allowed an additional 60 calendar days after that. Bidder accepts the provision of the Agreement as to penalty damages in the amount of \$250.00 per calendar day plus the expenses of the design consultants as stated in the supplementary conditions of the contract in the event of failure to complete the work on time. Penalty Damages can occur at two different time frames. The first-time frame being at the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 151st calendar day. The second time frame being at the 61st calendar day punch list and final completion document submittal.
11. The undersigned agrees as follows:  
Accompanying this Proposal is a certified check, cashiers check or bid bond (10% of total Bid Price) meeting the requirements of the Contract Documents for \$\_\_\_\_\_  
Payable to Palm Beach County Housing Authority which is to be forfeited if, in the event that this Proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the project manual; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.
12. Communications concerning this Bid shall be addressed to the Bidder as indicated below.
13. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON \_\_\_\_\_

a.) (If an individual)

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_  
\_\_\_\_\_

b.) (If a corporation or partnership)

Signature of Bidder \_\_\_\_\_ Corporate Seal

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

c.) Florida General Contractor's Certificate of Competency number: \_\_\_\_\_

d.) Florida Workman's Compensation Insurance Certificate policy number: \_\_\_\_\_

**[Remainder of this page left blank]**

CERTIFICATE  
(If partnership)

STATE OF FLORIDA     )  
                                      ) SS  
COUNTY OF            )  
\_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_,  
a partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_,  
20\_\_ the following resolution was duly passed and adopted:

“RESOLVED”, that \_\_\_\_\_, as \_\_\_\_\_ of  
the Partnership, is authorized to execute the Proposal dated  
\_\_\_\_\_, 20\_\_, between the Palm Beach County Housing  
Authority, and this Partnership, and that his execution thereof, attested by  
the \_\_\_\_\_ of the Partnership is the official act and deed of  
this Partnership.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
(Signature)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

CERTIFICATE  
(If Corporation)

STATE OF FLORIDA     )  
                                      ) SS  
COUNTY OF            )  
\_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the board of directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_ the following resolution was duly passed and adopted:

“RESOLVED”, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is authorized to execute the Proposal dated \_\_\_\_\_, 20\_\_, between the Palm Beach County Housing Authority, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **SECTION 00205**

### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

FORM HUD-5369-A (11/1992), INSTRUCTION TO BIDDERS FOR CONTRACTS, PUBLIC AND INDIAN HOUSING PROGRAMS, ATTACHED IS HUD FORM 5369-A WHICH MUST BE FILLED OUT, SIGNED AND SUBMITTED WITH THE BID PROPOSAL



**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 00210**

### **BID BOND**

#### BID BOND INFORMATION

AIA DOCUMENT A310 - 2010, BID BOND, A SAMPLE COPY IS ATTACHED FOR REFERENCE ONLY, IS AN ACCEPTABLE BID BOND FOR THIS PROJECT. CONTRACTOR TO SUBMIT AN ORIGINAL A310-2010 WITH HIS BID BOND.

**THE BID BOND SHALL REMAIN IN EFFECT FOR 90 DAYS PAST THE BID DATE.**

SURETY SHALL PROVIDE CONSENT AT TIME OF BID TO HAVE THE BOND EXTENDED PAST THE STATED 60 DAYS IN THE UNEDITED A310-2010 BID DOCUMENT. IF THE CONTRACT IS NOT EXECUTED WITHIN A 30 DAY PERIOD AFTER NOTICE OF INTENT IS GIVEN, DUE TO THE CONTRACTOR'S FAILURE TO EXECUTE SUCH FURTHER CONTRACTUAL DOCUMENTS AND GIVE SUCH BONDS SUCH AS PERFORMANCE AND PAYMENT BONDS, THE HOUSING AUTHORITY HAS THE RIGHT TO CALL FOR THE VALUE OF THE BID BOND AS PAYMENT FOR NOT EXECUTING THE CONTRACT.

THE CONTRACTOR HAS 14 CALENDER DAYS TO SUBMIT THE 100% PERFORMANCE AND 100% PAYMENT BOND, AIA 312-2010, TO THE ARCHITECT ONCE THE NOTICE OF INTENT TO HIRE HAS BEEN ISSUED TO THEM.

THIS PROJECT SHALL REQUIRE A 10% BID BOND DUE AT TIME OF BID, AND SHALL BE INCLUDED IN THE BID PACKAGE. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY THE BIDDER.

END OF INSTRUCTIONS FOR BID BOND



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT:**
**PROJECT:**

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

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

_____	_____	_____
<i>(Witness)</i>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	
_____	_____	_____
<i>(Witness)</i>	<i>(Surety)</i>	<i>(Seal)</i>
	_____	
	<i>(Title)</i>	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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**SECTION 00215**

**FUTURE PERFORMANCE AND PAYMENT BONDING LETTER**

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

- (1.) If awarded this contract, the bidding entity is able to supply a 100% performance and 100% payment bond, AIA 312-2010, per the contract documents with-in a 14-calendar day time period from the date of the "Notice of Intent". If this time frame is not met, the Owner has the right to call in the bid bond from this contractor and dismiss the contractor from the project's consideration.
- (2.) **Attached to this certification** is a letter from the prospective surety company also certifying that they are aware of this 14 calendar day time frame and that they intend to supply the 100% performance and 100% payment bond, AIA312-2010 with-in the 14 calendar day time period from the "Notice of Intent" for this project with this contractor.

(Signature)

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commission name of Notary Public)

## **SECTION 00218**

### **SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of Subcontract work
1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(telephone #)	
	_____	_____ + _____	
	(zip code)	(fed I.D.#) (SAM's #)	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(telephone #)	
	_____	_____ + _____	
	(zip code)	(fed I.D.#) (SAM's #)	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(telephone #)	
	_____	_____ + _____	
	(zip code)	(fed I.D.#) (SAM's #)	
4.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(telephone #)	
	_____	_____ + _____	
	(zip code)	(fed I.D.#) (SAM's #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ \_\_\_\_\_

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

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Architect / Engineer for approval prior to that sub-contractor performing any work.



**SECTION 00220**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that:

- (1.) He is \_\_\_\_\_ or \_\_\_\_\_ the Bidder that has submitted the attached Bid:
- (2.) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3.) Such Bid is genuine and is not a collusive or sham Bid;
- (4.) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract or which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Housing Authority (Local Public Agency) or any person interested in the proposed Contract; and
- (5.) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commission name of Notary Public)

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

**SECTION 00230**

**ANTI-KICKBACK AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the PUBLIC HOUSING AUTHORITY, any Board Members of the PUBLIC HOUSING AUTHORITY or the PUBLIC HOUSING AUTHORITY'S Consultants as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification

(Type of identification) (Signature of Notary Public)

Notary Public - State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

---

(Printed, typed or stamped commission name of Notary Public)

**SECTION 00235**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS**

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

- (1.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3.) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## **SECTION 00240**

### **STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

1. Name of Contractor.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. List names of any previous corporations within the last 10 years that you have been a part of in terms of being an officer or in terms of being the qualifying license holder for the corporation.
6. Did any of the previous corporations that you were a part of ever default on a project or fail to complete work on a project?
7. Did any of the previous corporations that you were a part of ever file any lawsuits or requested arbitration or was part of a lawsuit or arbitration against you with regard to construction contracts within the last ten years?
8. Has your current corporation that you are a part of ever default on a project or fail to complete work on a project?
9. Have your current corporations that you are a part of ever file any lawsuits or requested arbitration or was part of a lawsuit or arbitration against you with regard to construction contracts within the last ten years?
10. How many years have you been engaged in the contracting business under your present firm or trade name?
11. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
12. Contracts currently underway: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
13. General character of work performed by your company.
14. Have you or your organization ever failed to complete any work awarded you?

15. Have you or your organization ever defaulted on a contract?
16. Are there any judgments, claims, and arbitration proceedings or suits pending or outstanding against your organization or any of its officers?
17. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
18. Has your organization had a lawsuit filed against you with regard to construction in the last 5 years?
19. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
20. List your major equipment available for this contract. (Equipment owned by the company)
21. Experience in construction work similar in importance to this project.
22. Background and experience of the principal members of your organization, including the officers.
23. Credit available: \$ \_\_\_\_\_
24. Give Bank references: \_\_\_\_\_
25. Give Trade references: \_\_\_\_\_
26. Name of bonding company and address of agent: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by this Owner or its Consultant in verification of the recitals, comprising this Statement of Contractor's Qualification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he is  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)



\_\_\_\_\_ and that the answers to the foregoing questions and  
all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commission name of Notary Public)

## **SECTION 00242**

### **CONTRACTOR'S RESPONSIBILITY**

#### **1.0 Contractor Responsibility**

- A. **General Requirements and Definition.** PHA shall not award any contract until the prospective contractor, i.e., highest qualified responsive bidder, has been determined to be responsible. A responsible bidder must:
1. Have adequate financial resources to perform the contract, or the ability to obtain them;
  2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
  3. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
  4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
  5. Have a satisfactory performance record and construction experience record;
  6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

#### **B. Acceptable Evidence of Responsibility**

It is incumbent upon bidders to provide acceptable evidence of their ability to meet the requirements in paragraph 1.0.A(1) through 1.0(A)(5). Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources.

Acceptable evidence pertaining to job experience and training will be required for this project. The required experience for this project is proof of a minimum of 2 years of Roofing, Carpentry, Stucco, Structural Mitigation work to roof structures, and work on HUD Public Housing Projects. Proof shall be submitted in the bid proposal package in form of past client names and telephone numbers where the work has occurred, job addresses where the work has occurred, and dates when the work was performed.

#### **C. Researching Responsibility.**

The Contracting Officer will conduct research to determine that a prospective contractor is responsible. The Contracting Officer will be assessing the Offerors experience by contacting the references supplied by the Offeror. The Contracting Officer will verify Contractor evidence for the following items:

1. **Financial Capability.** Obtain financial information and credit bureau reports; require the offeror to provide information on and then verify their lines of credit and account balances with the financial institution officer servicing their account;
2. **Compliance with Delivery and Performance Schedules.** Request information on all other active contracts the offeror is performing and verify their status with those Clients;
3. **Performance and Experience Record.** Require offerors to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable. Inquire of past customers whether or not they would contract with the offeror again and why. Research the offeror's performance history with the PHA or Client;

If the Contracting Officer, based on information received from the above, finds the offeror non-responsible in his judgment, the Contracting Officer can choose to not accept the offeror's bid and may move on to the next lowest bidder.

**[REMAINDER OF THIS PAGE IS BLANK]**

[illegible]

**SECTION 00245**

**CERTIFICATE OF INSURANCE**

THE BIDDING CONTRACTOR AND THEIR SUB CONTRACTORS SHALL SUBMIT AN INSURANCE FORM FOR PROPOSAL PURPOSES IN THE AMOUNTS LISTED IN SECTION 00400 AND SECTION 00410, PARAGRAPH 36. ONCE THE CONTRACTOR HAS BEEN GIVEN THE NOTICE OF INTENT, ORIGINAL CERTIFICATES OF INSURANCE FROM THE INSURANCE COMPANY MUST BE SUBMITTED SHOWING ALL REQUIRED ADDITIONAL INSURED ENTITIES (The PALM BEACH COUNTY Housing Authority, and the office of Kimberly A. Dellastatious, PA) AND SHOWING ALL REQUIRED AMOUNTS OF INSURANCE.

CERTIFICATES MUST BE SUBMITTED WITH IN A 14 CALENDAR TIME PERIOD STARTING FROM THE DATE OF THE NOTICE OF INTENT TO THE ARCHITECT FROM THE GENERAL CONTRACTOR AND FROM ALL OF HIS SUB CONTRACTORS.

**SECTION 00250**

**CERTIFICATE OF NONSEGREGATED FACILITIES**

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating area, 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.

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

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(City, State, Zip)

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

**SECTION 00255**

**CERTIFICATE OF NON-DISBARMENT**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Local Government

\_\_\_\_\_  
Title

\_\_\_\_\_  
CDBG Contract Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

(Submit one copy of this sheet for each sub-contractor on the project)



**SECTION 00258**

**PUBLIC ENTITY CRIMES STATEMENT**  
**UNDER § 287.133, FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the \_\_\_\_\_ (“Owner”) by  
\_\_\_\_\_, (print individual's name and title) for  
\_\_\_\_\_ (print name of entity submitting sworn statement) whose  
business address is \_\_\_\_\_, in accordance with the  
\_\_\_\_\_ (Project).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133( 1 )( e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 2006.

\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE OWNER IDENTIFIED IN PARAGRAPH 1 (ONE) AND THAT THIS FORM IS VALID THROUGH PROJECT COMPLETION. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE OWNER OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM DURING THE PROJECT.

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF                 )

BEFORE ME the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, this day personally appeared \_\_\_\_\_ who is personally know to me or produced identification (form of identification produced: \_\_\_\_\_) to me to be the person described herein and who executed the foregoing instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**SECTION 00260**

**SECTION 3 CLAUSE**

**ADDITIONAL SECTION THREE LETTER SUBMITTAL**

To complete this Section Three Clause, the Contractor is required to submit an additional letter on their letter head explaining what their company (and sub-contractor companies) will do specifically in order to hire Section Three workers. Please explain the steps you would go thru and the commitment to Section Three hiring. IE: Job fairs, etc. HUD is requiring that Section Three workers be on the jobs and the PHA will need to show Section Three involvement.

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to the business concerns which are located in, or owned in substantial part by persons residing within the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary, in which the project is located.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of

Housing and Urban Development, 24 CFR. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assign. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The undersigned certifies that:

If awarded this contract, the bidding entity will abide by the Section 3 regulations.

(Signature)

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commission name of Notary Public)

**SECTION 00270**

**CERTIFICATION OF LABOR STANDARDS**  
**CONSTRUCTION CONTRACT PROVISIONS**

The contractor certifies that he will comply with all Construction Contract Provisions as outlined in Form HUD-4010 (6/2009) Federal Labor Standards found herein. The Provisions include:

- (1) Minimum Wage
- (2) Withholding
- (3) Payrolls and Basic Records
- (4) Apprentices and Trainees
- (5) Compliance with Copland Regulations (29 CFR part 3)
- (6) Subcontracts
- (7) Contract Termination / Debarment
- (8) Compliance with Davis-Bacon and Related Act Requirements
- (9) Disputes concerning labor standards
- (10) Certification of Eligibility
- (11) Complaints, Proceedings, of Testimony by Employees

The contractor further certifies that he will obtain identical certification from proposed Subcontractors prior to the award of Subcontracts exceeding \$2,000.00.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(Printed, typed or stamped commission name of Notary Public) \_\_\_\_\_

## **SECTION 00285**

### **AGREEMENT**

THIS AGREEMENT, made this \_\_x\_\_ day of \_\_month\_\_ in the year 2020 and between contractor name

( ) A corporation organized and existing under the laws of the State of \_Florida\_\_\_\_\_

( ) An individual trading as \_\_\_\_\_

Hereinafter called the “Contractor” and the PALM BEACH COUNTY HOUSING AUTHORITY hereinafter called the “Housing Authority, and or Owner, and or PHA, as stated throughout the contract documents”;

WITNESSETH, that the Contractor and the Housing Authority for the consideration stated herein mutually agree as follows:

#### **ARTICLE 1 – STATEMENT OF WORK**

The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Project- **PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718**

in strict accordance with “The Contract Documents and Specifications” for this project.

Addenda thereto, Numbered:           Addendum #x, ...date.....  
  Addendum #x, ...date.....  
  Addendum #x, ...date.....

and the drawings referred to herein, all as prepared by the Architect / Engineer, which said Specifications, Addenda and Drawings are incorporated herein be reference and made a part hereof.

It is understood and agreed that said labor, materials, tools, equipment, trash removal, and service shall be furnished and said work performed and completed subject to the approval of the Owner or its authorized representatives.

#### **ARTICLE 2: CONTRACT PRICE**

The Housing Authority shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following prices:

The Total Contract amount is: edit it price amount in words (\$xxxxxxx ).

#### **ARTICLE 3: CONTRACT TIME**

Contractor agrees that the time is of the essence in the completion of the work within the time required by this contract. The work to be performed under this contract shall be commenced and subject to authorized adjustments, Substantial Completion of Contract MUST be completed by

**(Date to be filled in after date of contract signing date is determined)**

---

**150 Calendar Days from Notice To Proceed for the entire project. (30 of which of these days are for shop drawing preparation, mobilizing AND permitting)**

Substantial Completion is defined as the signing off of all public agencies and the signing off from the Architect of the completed construction process. Punch out completion is defined as the signing off by the Architect and the Owner of any and all punch out items on the punch out list.

PUNCH OUT Completion and project closeout documents shall be achieved no later than:

**(Date to be filled in after date of contract signing date is determined)**

---

**60 Calendar Days after substantial completion have been achieved Holidays and Weekends are included in both of these counts.**

Contractor accepts the provision of the Agreement as to liquidated / penalty damages in the amount of \$250.00 per calendar day for each time frame. Liquidated / Penalty Damages can occur at two different time frames. The first time frame commencing at the absences of the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 151st calendar day. The second time frame commencing at the 61st calendar day following substantial completion if the project is not closed out within 60 calendar days. See Liquidated / Penalty Damages clause in section 00410.

After the Notice to Proceed for Construction is issued, calendar days will start to tally. Failure to complete the work on time will result in liquidated damages as stated above.

The Contractor must have appropriate manpower throughout the Project to do his best to complete the Project on time. Acts of God, Acts of Terrorism, or severe unforeseen conditions (IE: hurricanes) that would delay the Project, will qualify as justified reasons for not completing the Project on Time. It is the Contractor's responsibilities to apply for loss of workdays due to weather on a weekly basis.

#### ARTICLE 4: CONTRACT DOCUMENTS

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are set out in full; all of which are familiar to the Contractor:

- a. Any modification to this Contract (including any change order) entered after award;
- b. This Agreement;
- c. Performance and Payment Bonds;
- d. Special Conditions;
- e. General Conditions;
- f. Specifications;
- g. Drawings and Project Manual;
- h. Addendum to the Bid documents;
- i. All Bid documents and forms (including the stated requirements therein); and,
- j. Contractor's Bid.

This Agreement, together with the other documents enumerated in this Article 4, which said other documents are fully a part of the Contract as if attached or herein repeated, form the Contract."

In the event that a provision in any component of the Contract conflicts with a provision of any other

component part, the provision of the component part first enumerated in the Article 4, shall govern, except as otherwise specifically stated. The various provisions of any Addendum shall be construed in the order of preference of the component part of the Contract which each modifies. Wherever possible, the provisions of all Contract Documents shall be construed in such a matter as to avoid conflicts between provisions of the various documents.

#### ARTICLE 5: MISCELLANEOUS PROVISIONS

*“Indemnification:* The Contractor shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.”

*“Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.”

*“Waiver:* The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof in the Contract Documents shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of the Contract Documents shall not be affected by any previous waiver of course or dealing.”

#### ARTICLE 6: PUBLIC ENTITY CRIMES

Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Owner immediately if it becomes aware of any violation of this statute and the Contractor shall provide upon request documentation to Owner whereby each of its Subcontractors certify that they are in compliance with this provision and the provisions of 287.133, Florida Statutes.

#### ARTICLE 7: § 558.005 CONSTRUCTION DEFECT NOTICE:

Chapter 558, Florida statutes, contains important requirements you must follow before you may bring any legal action for an alleged construction defect. sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

In the event of a claim by Owner relating directly or indirectly to construction defects, the Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written, in 3 counterparts each of which shall for all purposes be deemed an original.

ATTEST:

NAME  
(Contractor)

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_  
Kimberly Dellastatious

Print: \_\_\_\_\_

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

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

address  
city

ATTEST:

PALM BEACH COUNTY HOUSING  
AUTHORITY, (Owner)

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_  
Kimberly Dellastatious

Print: \_\_\_\_\_  
Carol Jones-Gilbert

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

Title: \_\_\_\_\_  
Executive Director, PHA

*Note: Print or type each name under signature on Contract.*

#### CERTIFICATION

I, contractor name certify that I am the title of the Corporation named as Contractor herein; that contractor name who signed this Contract on behalf of the Contractor was then title of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is with the scope of its corporate powers.

CORPORATE  
SEAL

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

## **SECTION 00287**

### **SAMPLE PP Bond Documents**

The following pages are sample AIA documents for the Performance Bonds and Payment Bonds which are scheduled to be used on this project. It is the Contractor's responsibility to supply his own original AIA documents for submittal purposes. The following document is to be used only as an example of what is specified.

**AIA Document A312 - 2010 will be the required bonds  
documentation for this project.**

The contractor's time frame to supply the 100% performance and 100% payment bond, AIA312-2010, is to be submitted with-in 14 calendar days from the date of the "Notice of Intent" for this project.

**SECTION 00287**

**SAMPLE AIA P&P BOND DOCUMENTS**

The following pages are sample AIA documents for the Performance Bonds and Payment Bonds which are scheduled to be used on this project. It is the Contractor's responsibility to supply his own original AIA documents for submittal purposes. The following document is to be used only as an example of what is specified.

**AIA Document A312 - 2010 will be the required bonds  
documentation for this project.**

The contractor's time frame to supply the 100% performance and 100% payment bond, AIA312-2010, is to be submitted with-in 14 calendar days from the date of the "Notice of Intent" for this project.



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

Sample

Sample

Sample

**OWNER:**

(Name, legal status and address)

Sample

Sample

Sample

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

Sample

Sample

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

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

Name Name

and Title: and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**PRELIMINARY**

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

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

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

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

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

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

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

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

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

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

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

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

PRELIMINARY



**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

#### **§ 14 Definitions**

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

PRELIMINARY

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_



# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

Sample

Sample

Sample

**OWNER:**

(Name, legal status and address)

Sample

Sample

Sample

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

Sample

Sample

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

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

Name

Name

and Title:

and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**PRELIMINARY**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PRELIMINARY**

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

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

**PRELIMINARY**



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

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

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

**§ 18** Modifications to this bond are as follows:

**PRELIMINARY**

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_



# Document A312™ – 2010 Instructions

## *Performance Bond and Payment Bond*

### GENERAL INFORMATION

**Purpose.** AIA Document A312–2010 combines two separate bonds into one form. This is not a single combined Performance and Payment Bond. It is customary to issue these two bonds simultaneously and to pay one premium for both. The separate procurement of one bond without the other will normally not reduce the premium.

The Performance Bond is an assurance by the Contractor and the Contractor's Surety that the work will be performed and completed in accordance with the terms of the Construction Contract. The Payment Bond is an assurance by the Contractor and the Contractor's Surety that labor and materials bills incurred in connection with the Construction Contract will be paid. This assurance is limited by the amount of each bond.

Normally, these bond forms are prepared for execution by the Surety or the Surety's agent.

### **Related Documents.**

A201™–2007, General Conditions of the Contract for Construction

A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment

A503™–2007, Guide for Supplementary Conditions

A533™–2009, Guide for Supplementary Conditions, Construction Manager as Adviser Edition

A701™–1997, Instructions to Bidders

A751™–2007, Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment

**Use of Non-AIA Forms.** AIA Document A312 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

### USING A312–2010

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

**General.** These instructions apply equally to the Performance Bond and to the Payment Bond. Both bonds require identical information on them, but each bond must be executed separately. Even though AIA Document A312 contains both bonds, they are still very separate bonds. The completion of one bond (e.g., the Performance Bond) is not sufficient to bind the parties to the other (e.g., the Payment Bond). Users should be careful not to mix one bond with the other. A common mistake is to fill in the cover page of the Performance Bond and to sign the signature page of the Payment Bond. In such a case, it is likely that neither bond will become binding.

### COVER PAGE OF EACH BOND

**Identification of Parties.** The Contractor and Surety should be identified, along with the Owner, the Owner's Representative, and the Agent or Broker. It is especially important that the Contractor and Surety be identified by using their full legal names and addresses, including the legal status of the parties: sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc. The identification of the Owner's Representative and the Agent or Broker is for information only, since they are not parties to the bond agreement.

**Description of the Construction Contract.** The Construction Contract should be described by date and amount and by the official name and location of the Project as used in the Construction Contract. The amount of the Construction Contract should be in both written and numerical form.

**Bond Amount.** The dollar amount of the bond should be in both written and numerical form. Frequently, each bond (the Performance Bond and Payment Bond) will be written to equal individually 100 percent of the Construction Contract Amount.

**Bond Date.** This date should not be earlier than the date of the Construction Contract which is adopted by reference.

### EXECUTING THE BONDS

Each bond must be separately signed by the Contractor and the Surety on the cover page of each bond. Additional space is provided on the last page of each bond for the signatures of additional parties. The parties executing (signing) the bond should indicate their company, print their name and title, and impress the corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. Evidence of authority to sign on behalf of each party should be obtained. As to the Surety, this usually takes the form of a power of attorney issued by the surety company to the agent who signs on its behalf.

SECTION 00300

INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

FORM HUD-5369 (10/2002), INSTRUCTION TO BIDDERS FOR  
CONTRACTS, PUBLIC AND INDIAN HOUSING PROGRAMS,  
IS THE INSTRUCTION TO BIDDERS DOCUMENT FOR  
THIS PROJECT.

END OF INSTRUCTIONS TO BIDDERS

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

Instructions to Bidders for Contracts  
Public and Indian Housing Programs



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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#### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

#### 2. Explanations and Interpretations to Prospective Bidders

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

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

#### 3. Amendments to Invitations for Bids

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

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

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

#### 4. Responsibility of Prospective Contractor

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

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

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



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

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

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

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

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

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

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

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

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

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

(g) Bids maybe 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 the opening will be as specified in the solicitation. Bidders and all 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 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/IHA 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 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 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, except other than 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 (10%) 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 X mark applicable items] -

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

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[ ] (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 the 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 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 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 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 organization, group or community, including any Alaska Native village or region 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 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 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, community which is recognized by the Federal Government eligible for services from the Bureau of Indian Affairs and at "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.

**SECTION 00400**  
**GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

HUD FORM-5370 (1/2014), GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, PUBLIC HOUSING PROGRAMS, ATTACHED, IS THE GENERAL CONDITIONS BETWEEN OWNER AND CONTRACTOR THAT WILL BE RECOGNIZED AND USED FOR THIS PROJECT.

**SUPPLEMENTARY CONDITIONS**

Refer to Document 00410 for amendments to these General Conditions.

END OF DOCUMENT 00400

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than ~~\$150,000.~~ \$35,000.00 for State of Florida

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [50%] (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. **SEE SECTION 00410**
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

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

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

## 2. Contractor's Responsibility for Work



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

#### 4. Other Contracts

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

#### Construction Requirements

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

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

#### 6. Construction Progress Schedule

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

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

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

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

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

## 8. Differing Site Conditions

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

## 9. Specifications and Drawings for Construction

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

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

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



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 **SEE SECTION 00410**

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

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

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

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

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

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

- (b) For these purposes, the Contractor shall:

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

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

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

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

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

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

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

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

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

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

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

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



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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) [see drawings about roofing warranty] 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 **SEE SECTION 00410**

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

#### 26. Order of Provisions

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

#### 27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than       7       days in advance of the date set for payment submittal and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

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

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

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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



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

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

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

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### **33. Liquidated SEE SECTION 00410**

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

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

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

### **34. Termination for Convenience SEE SECTION 00410**

- (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 SEE SECTION 00410**

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



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

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

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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

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

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

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

#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### 48. Procurement of Recovered Materials.

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



## **SECTION 00410**

### **SUPPLEMENTARY CONDITIONS OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

Portions of Form HUD-5370 has been edited to include the following:

2. (c) Add to the language: The superintendent shall be employed full time, and shall be on site at all times when work is being performed. The superintendent shall oversee the workmanship of all trades involved. The superintendent shall walk the job and create his own punch lists on a periodic basis for all trades prior to calling for the Architect's / Engineer's walk thru for the A/E punch list. The superintendent shall walk with the A/E during the A/E's review of the project. Full on-site supervision of a Florida Contractor or his superintendent acceptable to the Owner is required on this project. A/E and Housing Authority must be able to be in touch with and be able to communicate with, at all times the Prime Contractor and, or his Field Superintendent.

#### **12. PERMITS AND CODES**

Additional clarification of this paragraph (b) is to mean that the Contractor shall fill out and submit the permit applications to the building department. The Contractor shall submit the drawings with the permit application. The Contractor shall pay for the permit. The Contractor shall submit and pay for the Notice of Commencements for the project to the Palm Beach County Clerk's office. The Owner shall assist the Contractor in filling out the Notice of Commencement paperwork, but the Contractor is responsible for initiating and supplying original hard copies of all necessary NOC forms to the PHA. The Contractor shall record the Bond with the PBC Clerk's office and shall submit an original certified copy of the recorded bond back to the PHA (via the A/E of record).

#### **25. CONTRACT AND WARRANTY PERIOD**

Contractor agrees that the time is of the essence in the completion of the work within the time required by this contract. The work to be performed under this contract shall be commenced and subject to authorized adjustments, Substantial Completion of Contract MUST be completed by

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**(Date to be filled in after date of contract signing date is determined)**

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**150 Calendar Days from Notice To Proceed for the entire project. (30 of which of these days are for shop drawing preparation, mobilizing AND permitting)**

Substantial Completion is defined as the signing off of all public agencies and the signing off from the Architect / Engineer of the completed construction process. Punch out completion is defined as the signing off by the Architect / Engineer and the Owner of any and all punch out items on the punch out list. FINAL payment applications and ALL FINAL paperwork submittal including but not limited to FINAL Releases of Lien and FINAL Consent of Surety is included in this time frame.

PUNCH OUT Completion and FINAL project closeout documents shall be achieved no later than:

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**Date to be filled in after date of contract signing date is determined**

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**60 Calendar Days from the date of the Substantial Completion (This count starts when**



**substantial completion has been achieved) Holidays and Weekends are included in both of these counts.**

Penalty Damages can occur at two different time frames. The first time frame being at the issuance of the Finals and Certificates of Completion by the regulatory agencies at the 151st calendar day. The second time frame being at the 61st calendar day following substantial completion.

**WARRANTY PERIOD STARTS AT THE DATE OF SUBSTANTIAL COMPLETION GIVEN FOR 100% OF THE PROJECT.**

After the Notice to Proceed is issued, calendar days will start to tally. Failure to complete the work on time will result in penalty damages as stated in the specifications or agreed herein for each above time frame. Liquidated Damages will be assessed at \$250.00 per day and will be deducted from the amount due at the final payment application.

The Contractor must have appropriate manpower throughout the Project to do his best to complete the Project on time. Acts of God, Acts of Terrorism, or severe unforeseen conditions (IE: hurricanes) that would delay the Project, will qualify as justified reasons for not completing the Project on Time. It is the Contractor's responsibilities to apply for loss of workdays due to weather on a weekly basis.

**33. LIQUIDATED / PENALTY DAMAGES (for penalty time periods, delays and expenses)**

Paragraph 33, LIQUIDATED DAMAGES, subparagraph (a) of the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION shall be added to in the \$ space provided the following statement:

The amount of liquidated / penalty damages shall be \$250.00 (two hundred fifty dollars) for each calendar day of delay, beyond the time schedule established in the Notice to Proceed, until the work is completed per the given time frame, and the Owner and/or the Architect give final acceptance. Time is of the essence. See explanation of Liquidated / Penalty Damage charges in **SECTION 00285-2 AGREEMENT** for the time frames involved in this project.

See Liquidated / Penalty Damage clause below:

*\*This project is governed by GROSS Calendar Days for the project timeline. Workdays within the project's timeline do not include weekends and or Housing Authority holidays. Thus, all work must be completed within the number of stated Calendar Days, but the contractor is not allowed to work on weekends or HA holidays. Please take this into consideration when determining your work schedule. IF Liquidated Damages are assessed, only countable workdays and extended professional fees which occur after the allotted calendar day timeline has expired will be tallied IF Tenants are not affected by the work not being complete. IF Tenants are affected, then the full amount of Calendar Days past the allotted time frame will be assessed. Liquidated damages are a penalty charged by the Owner to the Contractor for the Contractor not meeting their contract deadline. Acceptable change orders with valid reasons may be reviewed for approval that can extend the contract deadline.*

**36. INSURANCE**

- (d) GENERAL PROVISIONS. All insurance and bonds, including Builder's Risk, shall be secured and paid for by the Contractor. All insurance and bonds shall be placed with companies approved by the Owner. It shall be the further obligation of the Contractor to see that subcontractors, suppliers, and

anyone directly or indirectly employed by them are fully insured for all risks in the same manner as the Contractor.

- (e) **BUILDER'S RISK INSURANCE.** The Contractor will obtain and pay for Builders Risk insurance (including wind and hale) covering replacement of loss or damage to any part of the project during the course of the work. The payment of the builder's risk deductible is the responsibility of the contractor. The Contractor's tools and equipment, wherever located, and materials stored off-site are not covered by this policy but shall be covered by insurance purchased by the Contractor and/or his subcontractors, and/or suppliers. (See general conditions 36 (b) for Builder's risk)
- (f) **OTHER INSURANCE.** It is expressly understood and agreed that, before work is started, the Contractor shall obtain and maintain the following insurance coverage during the full tem of the contract:
  - (1) A full Worker's Compensation insurance policy subject to the statutory limits of the state of Florida is required for this project. Worker's Compensation insurance shall be issued by a FLORIDA registered insurance office that is allowed to sell FLORIDA workman's compensation insurance. Out of state workman's compensation insurance is not allowed. Florida allowed WC exemption is not allowed to be held by the General Contractor of the project.
  - (2) Employer's Liability coverage with minimum limits of \$100,000.00.
  - (3) Commercial General Liability, including Products/Completed Operations, Insurance, Contractual Liability Insurance covering the hold harmless agreement contained in the contract between the named insured and the Owner and Broad Form Property Damage Liability Insurance in an amount not less than \$1,000,000.00 combined single-limits per occurrence for bodily injury and property damage.
  - (4) Automobile Liability insurance extending to owned, non-owned, and hired automobiles in an amount of not less than \$300,000.00 combined single-limits per occurrence for bodily injury and property damage.
  - (5) A certificate of insurance shall be issued naming the Owner and the Architect as an Additional Insured for all liability insurance named above and also a Waiver of Subrogation Endorsement to the Worker's Compensation policy in Owner's favor.
  - (6) In addition to the above requirements, The Asbestos Remediation Contractor (if part of this project) shall carry \$1,000,000.00 of General Liability Insurance, and \$1,000,000.00 of Pollution Liability insurance with specific asbestos language and Statutory Limits of Workers Compensation insurance.

All policies shall be in place with insurance companies having a B + rating or better, as listed in the current edition of A.M. Best's Rating Guide.

ADD the following paragraphs to the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 49. N/A (04.17.20)
- 50. ASSIGNMENT OF THE CONTRACT IS NOT ALLOWED
- 51. The Owner has the right to approve and disapprove all sub-contractors hired by the main contractor. Within this right the Owner and or Architect has the right to interview sub-contractors to ascertain that they are familiar with the current Davis Bacon wages, that they are aware of the full scope of work of the project, to ascertain that they have visited the site, and to ascertain that they have the experience and the manpower to complete their portions of the project, and to confirm that they have not default on any pervious projects. Based on the Owner and or Architect's findings, the Owner and or Architect may approve or disapprove the sub-contractor on the project.

52. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the agreed to Contract Price or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under § 768.28, Fla. Stat., that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Owner. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
53. The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
54. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor, nor shall the Contract Documents or any provision thereon be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.
55. The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an independent contractor, and not an employee, agent, or servant of the Owner.
56. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after final completion. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.
57. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
58. This Agreement shall not become binding and effective until approved and executed by the Owner.
59. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

60. If any legal action or other proceeding is brought for the enforcement of this Agreement or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS.
61. The parties agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
62. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
63. § 558.005 construction defect notice:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

In the event of a claim by Owner relating directly or indirectly to construction defects, the Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

64. N/A (04.17.20)
65. N/A (04.17.20)

66. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ...(the procurement office of the Public Housing Authority)...**
67. **SITE SAFETY NOTE**  
The General Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. KIMBERLY A. DELLASTATIOUS, P.A. and its Professionals, Consultants, Inspectors, and Employees, are not responsible for the means and methods of construction or for related safety programs.

**SECTION 00425**

**WAGE RATES, PAYROLL FORMS, PAYROLL INSTRUCTIONS**

THE FOLLOWING PAGES ARE THE CURRENT DAVIS BACON WAGE RATES WITH INSTRUCTIONS, AND THE PAYROLL FORMS WITH INSTRUCTIONS, THE STATEMENT OF COMPLIANCE, AND THE FEDERAL LABOR STANDARDS PROVISIONS.

**SECTION 00425**

**WAGE RATES, PAYROLL FORMS, PAYROLL INSTRUCTIONS**

THE FOLLOWING PAGES ARE THE CURRENT DAVIS BACON WAGE RATES WITH INSTRUCTIONS, AND THE PAYROLL FORMS WITH INSTRUCTIONS, THE STATEMENT OF COMPLIANCE, AND THE FEDERAL LABOR STANDARDS PROVISIONS.

**General Decision Number: FL20200079 05/15/2020**

Superseded General Decision Number: FL20190079

State: Florida

Construction Type: Residential

County: Palm Beach County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	05/15/2020
2	08/14/2020
3	08/28/2020

**ELEC0728-002 03/01/2019**

	Rates	Fringes
<b>ELECTRICIAN.....</b>	<b>\$ 32.63</b>	<b>12.23</b>
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**ENGI0487-012 07/01/2013**

	Rates	Fringes
<b>OPERATOR: Backhoe.....</b>	<b>\$ 28.32</b>	<b>8.80</b>
<b>OPERATOR: Crane</b>		



All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice; Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; &

All Type of Flying Cranes...\$ 29.05 8.80

Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons

(With Oiler/Apprentice).....\$ 28.32 8.80

OPERATOR: Oiler.....\$ 22.99 8.80

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IRON0402-002 01/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL,  
REINFORCING AND STRUCTURAL.....\$ 23.69 12.70

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LABO1652-003 05/01/2018

Rates Fringes

LABORERS  
Plaster Tender.....\$ 22.05 7.27

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PAIN0452-008 08/01/2020

Rates Fringes

PAINTER, Includes Brush,  
Roller and Spray.....\$ 16.21 11.35

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\* SFFL0821-003 07/01/2020

Rates Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 29.88 19.75

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SHEE0032-008 12/01/2013

Rates Fringes

SHEET METAL WORKER, Includes  
HVAC Duct Installation  
(Excludes Metal Roof  
Installation).....\$ 19.33

14.39

SUFL2009-118 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging.....	\$ 14.45	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 19.22	0.00
DRYWALL HANGER.....	\$ 15.69	0.00
FENCE ERECTOR.....	\$ 15.67	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 13.75	0.00
LABORER: Common or General.....	\$ 9.30	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00

OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Excavator.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 16.48	0.00
OPERATOR: Roller.....	\$ 10.58	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 25.00	1.17
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....		
	\$ 14.50	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 16.65	0.00
TRUCK DRIVER, Includes Dump Truck.....		
	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00
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**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the

scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**NOTE!**

THESE WAGE RATES WILL REMAIN IN AFFECT DURING THE BID PROCESS UNLESS THE RATES CHANGE PRIOR TO THE ADVERTISED BID DATE. IF A CHANGE OCCURS, THE NEW RATES WILL BE ISSUED THRU AN ADDENDUM. ONCE THE BIDS ARE DUE, THE RATES WILL BE LOCKED IN FOR 90 DAYS UNTIL A CONTRACT IS SIGNED.

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**[Remainder of this page left blank]**

Wage and Hour Division

<b>FOR DEPARTMENT OF LABOR USE</b>		<b>Mail Your Request To:</b> <b>U.S. Department of Labor</b> <b>Wage and Hour Division</b> <b>Branch of Construction Contract Wage Determinations</b> <b>Washington, D.C. 20210</b>		<b>CHECK OR LIST CRAFTS NEEDED</b> (Attach continuation sheet if needed)
Response To Request		Requesting Officer (Typed name and signature)		
<input type="checkbox"/> Use area determination issued for this area		Department, Agency, or Bureau		
		Phone Number		
		Date of Request		
		Estimated Advertising Date		
		Estimated \$ Value of Contract		
		Type of Work		
		Prior Decision Number (if any)		
		Address to which wage determination should be mailed. (Print or type)		
Decision Number				Asbestos workers Boilermakers Bricklayers Carpenters Cement masons Electricians Glaziers Ironworkers Laborers (Specify classes)     Lathers Marble & tile setters, terrazzo workers Painters Piledrivers Plasterers Plumbers Roofers Sheet metal workers Soft floor layers Steamfitters Welders-rate for craft Truck drivers Power equipment operators (Specify types)
Date of Decision				
Expires				
Supersedes Decision Number				
Approved		Location of Project (City, County, State, Zip Code)		
		Description of Work (Be specific) (Print or type)		
		Other Crafts		





Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the

\_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## Instructions For Completing Payroll Form, WH-347 OMB Control No. 1235-0008

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

Project and Location: Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to

the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision.

Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions:**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Applicability**

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 00430**

**NOTICE TO ALL EMPLOYEES**

NOTICE TO EMPLOYEES

THE FOLLOWING ATTACHED “NOTICE TO ALL EMPLOYEES” WH PUBLICATION 1321 (04/2009) MUST BE POSTED IN A CONSPICUOUS LOCATION SO THAT ALL EMPLOYEES CAN SEE. THIS WH 1321 PUBLICATION MUST BE POSTED IN BOTH ENGLISH AND SPANISH VERSIONS.

END OF NOTICE TO EMPLOYEES

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON

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

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Wage Decision posted with this Notice for the work you are performing.

### OVERTIME

You must be paid not less than one and one-half times your regular rate of pay for all hours worked over 40 in a work week, with certain exceptions.

### ENFORCEMENT

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

### APPRENTICES

Apprentice rates apply only to apprentices properly registered in an approved Federal or State apprenticeship program.

### PROPER PAY

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

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# DERECHOS DE EMPLEADO BAJO LA LEY DAVIS-BACON

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## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

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LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO

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### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Ley Davis-Bacon fijada con este Aviso para el trabajo que Ud. desea.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica por todas las horas trabajadas en exceso de 40 en una semana laboral, excepto excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los pagos de salarios y el pago de sobretiempo debidos, y se podría aplicar una multa si no se cumple con las exigencias del pago de sobretiempo. Los contratos contractuales de Davis-Bacon permiten la terminación y exclusión para efectuar futuros contratos federales hasta tres años. El contrato que falsifique los registros certificados de las nóminas de pago o información de salarios puede ser sujeto a procesamiento civil o criminal, multa o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctos en programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información acerca de los salarios aplicables, póngase en contacto con el Contratista Oficial abajo:

**SECTION 00860**

**DRAWING LIST**

**PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS  
PROJECT #KD-20718**

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**DREXEL SENIOR BUILDING**

<u>DRAWING INDEX</u>	<u>DATE</u>	<u>JOB NUMBER</u>
A001 Cover Sheet	08.15.20	20718
A002 Index, Notes	08.15.20	20718
SP1.0 Schematic Site Plan	08.15.20	20718
A1.1 Roofing Level One	08.15.20	20718
A1.2 Roofing Level Two	08.15.20	20718
A1.3 Roofing Level Three	08.15.20	20718
A1.4 Roofing Level Four	08.15.20	20718
A1.5 Roofing Level Five	08.15.20	20718
A2.1 Soffit Sections and Details	08.15.20	20718
A2.2 Soffit Sections and Details	08.15.20	20718
A2.3 Roofing Specifications, Diaphragm Schedules, Notes	08.15.20	20718

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## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 GENERAL**

##### **1.01 PROJECT**

- A. **Project Name: PALM BEACH COUNTY HOUSING AUTHORITY, PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718**
- B. Owner's Name: The PALM BEACH COUNTY HOUSING AUTHORITY.
- C. Architect's Name: Kimberly A. Dellastatious, P.A.

**THE PROJECT CONSISTS OF FURNISHING ALL LABOR AND MATERIAL FOR THE FOLLOWING:**

##### **1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00285 - Agreement. **PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718** will be one gross project sum with one Contractor. The required 10% Bid Bond and 100% Performance and 100% Payment Bonds will be based on the Gross Total project fee. P&P bond to be submitted within 14 days of Notice of Intent to Award Contract. Penalty Damages will be charged at \$250.00 per day for all calendar days that extend past the allotted time. Contract time is 150 calendar days (30 days of which are for permitting) from contract signing to substantial completion. Scope of work includes a SHINGLE re-roof of a 4-story buildings. Scope also includes rebuilding of the existing soffits. Associated work with the repair and rebuilds include carpentry, stucco, and paint. A general contractor will be required for this project due to the structural repair work involved.

#### **DESCRIPTION OF CONSTRUCTION WORK**

- A. Project scope of work consists of: All labor and material for supplying and installing the work. Full on-site supervision of a State of Florida Licensed General Contractor or his owner approved site supervisor is required on this project. Architect and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent.
- B. Full on site supervision of a State of Florida Licensed General Contractor or his owner approved site supervisor is required on this project. Architect and Housing Authority must be able to be in touch with, at all times, the Contractor and or his Field Superintendent. The Contractor will walk 100% of the project and prepare his own punch list and have the items on his own punch list corrected prior to calling for sign off from the Architect and/or Engineer. The contractor will walk with the Architect and/or Engineer as the A/E is doing the final punch list. If the A/E finds excessive items for their punch list, the walk will stop and the contractor will continue independently again with his punch list, correct it, and then call for a re-walk.
- C. Temporary sanitary Port-A-Lets are required for this project.

- D. The contractor shall provide and pay for all permitting, labor, materials, equipment, tools, construction equipment and machinery, transportation, water, temporary facilities, air monitoring, for the proper execution of this work.
- E. The job is considered Substantially Complete when all of the buildings have been signed off by the regulatory agencies and the Architect. The job is considered fully complete when the A/E's punch list has been completed and all of the required close out documents have been submitted and accepted by the A/E and Owner.

#### **1.04 WORK BY OTHERS**

- A. The Contractor shall provide a minimum of 25% of the work in this contract.
- B. The Owner encourages the Contractor to use the services of minority subcontractors on work when feasible and possible. The Owner strongly encourages the Contractor to use the labor force available with-in the PALM BEACH COUNTY HOUSING AUTHORITY's tenant base when feasible and possible in accordance with Section 3 requirements of this contract.
- C. The Owner may provide the Contractor with a list of persons who are available for training and employment for this project at the time of the Preconstruction Conference.

#### **1.05 OWNER OCCUPANCY**

- A. The building will be occupied during this work.

#### **1.06 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Sequencing and Scheduling Construction Plan: Before start of construction on site, submit 3 copies of construction plan regarding access to work, use of site, sequence of work, schedule of work, and phasing of renovation work for acceptance by the Owner. After acceptance of plan, construction sequencing and scheduling shall comply with accepted plan unless deviations are approved in writing.
- C. Unit Entry: If unit access is necessary, arrange access with the PALM BEACH COUNTY HOUSING AUTHORITY in a continuous and contiguous manner to accommodate the construction process.
- D. Perform work in the site continuously during normal working hours until completed, with least inconvenience to occupants.
- E. Arrange use of site and premises to allow:
  - 1. Use of site and premises by the staff.
  - 2. The PALM BEACH COUNTY HOUSING AUTHORITY's tenant occupancy.
- F. Provide access to and from site as required by law and by The Housing Authority:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- G. Existing building spaces may not be used for storage.
- H. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to the hours of 8:00 am to 6:00 pm.
  - 2. Limit conduct of especially noisy interior work to the hours of 8:00 am to 9:00 am,



from 12:00pm to 1:00pm.

3. Complete each installation as quickly as possible and follow approved sequencing and scheduling plan.
- I. Utility Outages and Shutdown:
  1. Limit shutdown of utility services to 1 hour at a time, arranged at least 24 hours in advance with The Housing Authority.
  2. Prevent accidental disruption of utility services to other facilities.
- J. Dust control, and other miscellaneous work:
  1. Contractor to control construction dust and dirt with-in the areas of the building. At the end of each day, Contractor to leave the building and the site in a dust and dirt-free environment due to that day's construction work.
  2. Contractor to control construction debris at the exterior of the Building and pick up all debris and dispose of properly during the construction process and at the end of each day prior to leaving the job site.

#### **1.07 CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor shall not make any alteration in the Drawings and Specifications. If errors, omissions or discrepancies are found, the Contractor shall notify the Consultant. The Consultant shall make the necessary corrections.
- C. The Contractor shall pay for and obtain thru his efforts all necessary building permits, notice of commencements paperwork and the filing of N.O.C., and or any required site permits. This includes picking up plans from the Architect, filling out the notices of commencements, filling out the permit paperwork, etc. and submitting all paperwork to all required agencies. The Contractor shall pick up and pay for the approved permits from the required agencies and post them on the job as required. The Contractor is responsible for the reproduction price of the A/E plans that are required for permitting. The Architect will provide the contractor with 2 signed and sealed sets if a hard copy submittal is being done. Above that, it is the contractor's responsibility to reproduce any other sets that he may need for permitting. If the permitting agency has gone to a digital permit process, the contractor is responsible for all digital uploads and downloads to the building department for their submittals and permits.
- D. The Contractor shall receive and unload material at the site and inspect for damages or defective items. All materials stored on the site shall be protected from damage, exposure to the elements and theft. The Housing Authority is not liable for any vandalism or theft of stored materials at the job site.
- E. During construction the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor shall confine operations to the construction areas or within Contract limits indicated on the Drawings.
- F. Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. The Contractor shall schedule deliveries to minimize requirements for storage of materials.
- G. Coordinate construction schedule and operations with The Housing Authority.
- H. The Contractor is responsible for his own electricity and water that may be required for the project.
- I. Storage Site Area: Will be assigned to Contractor as a convenience if requested. Contractor is responsible for actual storage unit.
  1. Contractor shall use such space at own risk.

2. The Housing Authority is not responsible for the adequacy of Site Area assigned, or safekeeping of material stored or any theft or vandalism of stored materials.

#### **1.09 CONTRACTOR CERTIFICATIONS**

- A. The Contractor and all of the sub-contractors must be fully licensed and insured as Contractors for the work in which they will be performing. The licenses must be issued in the State of Florida and they must also hold local occupational licenses in the County of Palm Beach, Florida. The General Contractor must hold a Florida license prior to BIDDING this project. **Workman's Compensation Insurance policies must be issued from a Florida certified insurance company that is approved to sell Florida Workman's Compensation. The General Contractor is not allowed to have a Florida allowed WC exemption policy and must have a full WC policy for this project.**

#### **PART 2 PRODUCTS**

- A. Refer to the drawings for approved products for this project.

#### **PART 3 EXECUTION**

##### **3.1 EXAMINATION OF SITE**

- A. Failure to visit site will not relieve the contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to the Owner.

**END OF SECTION**

## **SECTION 01026**

### **MEASUREMENT AND PAYMENT**

#### **PART I-GENERAL**

##### **1.01 EXPLANATION AND DEFINITIONS**

- A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing an item as part of the Contract. The Contractor shall pay for all taxes and permit costs (budgeted allowance) and such costs shall be included in the bid price. The permit allowance is only for the actual cost of the permit itself. Not for permit runner's fees, etc. Those costs along with Bond Recording and NOC costs are part of General Conditions.

##### **1.02 MEASUREMENT**

- A. The quantities set forth in the bid document are approximate and are given to establish a uniform basis for comparison of bids. The Owner reserves the right to add or deduct materials or services from the Contract Sum by Change Order. The Contractor is advised to spread overhead, profit, and other costs equally to provide a balanced bid.

##### **1.03 PAYMENT**

- A. Payment shall be made for the work performed, installed, and completed. Payment shall include all necessary labor, equipment, material, permit fees, transportation, cleanup, overhead, profit and applicable taxes for the construction of the work as shown on the drawings and described in these specifications. Payment Application shall be by the AIA Document G702 and G703 or by the generic form of the same, with the same language as G702 and G703. Any approved change orders are to be supplied and presented by the contractor directly to the Architect in triplicate on AIA forms G701.
- B. The Owner may delay payment to the General Contractor if the General Contractor and all Sub-Contractors do not have their insurance certificates submitted and approved, do not have their SAM's number submitted to the PHA, or do not have the weekly required Davis Bacon Certified Payroll forms (WH347, OMB No.: 1235-0008) submitted to the Owner in a timely and regular manner. The Owner has the right to require all payroll forms to be up to date prior to approving and processing a payroll request.
- C. After the first payment application, all payment requests shall include attached to the request, partial releases of liens from all sub-contractors, suppliers, and from the G.C. himself for any and all payments received from the previous payment application AND up to the date of the pervious application. The release of lien may not be a conditional release. Releases must have original signatures on them (faxes, color

copies, or emails are not acceptable), from the Owner, President or Vice President of the company and signatures must be notarized. Payment applications may be submitted on a monthly basis.

- D. Payments made to the General Contractor for the work of the Sub-Contractors and Suppliers must be paid downstream to the Sub-Contractors and the Suppliers in the amount billed for by the General Contractor and paid for by the Housing Authority. The General Contract shall follow Florida Statue 218.735 for timely payments of Sub-Contractors and Suppliers. The Architect and or Owner has the right to call Subs and Suppliers to verify that they are receiving proper payments from the General Contractor even after their releases of liens have been submitted.

#### FINAL PAYMENT APPLICATION SUBMITTAL:

In addition to AIA Documents, G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include, the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all sub-contractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.

#### PART 2 - PRODUCTS - NOT USED

#### PART 3 - EXECUTION

#### GENERAL CONDITIONS, PERMITTING, OVERHEAD AND PROFIT

#### **PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA ROOFING REPAIRS PROJECT #KD-20718**

Payment for this item will be on a percentage basis of the completed project. Permit cost is figured as an allowance budget on line item 200. GENERAL CONDITIONS (including insurance and bond costs), OVERHEAD AND PROFIT gross fee amount shall be distributed equally over the line items amounts 100 found on the Bid Proposal sheets. The Contractor will be allowed to bill for the actual cost of the Performance and Payment Bond and for the actual cost of the Builder's Risk insurance in full at the first payment application as an agreed upon percentage of all line items. Receipts showing the actual cost of each will be required to be attached to the payment application. These costs will be distributed over each line item 100 in an equal share.

Payment for these line items will be on a percentage complete basis of total work completed. Contractor shall submit a schedule of values allocated to individual scopes of work. The schedule of values for this project will be the line items as presented on the Bid Proposal Sheet at a minimum, which may be broken down into further line items depicting the trades and services of the scope of work.

This schedule, once approved by the Architect, will be the basis for reviewing the percentage of work complete for the project. A 10% retainage will be held by the owner at each payment application.

The 10% retainage will be payable at the final payment application.

**SECTION 01030**

**SAMPLE AIA DOCUMENTS**

The following pages are sample AIA Documents which are scheduled to be used on this project. It is the Contractor's responsibility to supply his own AIA documents for submittal purposes.

Application and Certificate for Payment

TO OWNER:

PROJECT: Example

APPLICATION NO: 001

PERIOD TO:

DISTRIBUTION to:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT FOR: General Construction

CONTRACT DATE: /

PROJECT NOS: /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00
5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703) \$ 0.00

b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

## Continuation Sheet

**AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,**  
containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

**PERIOD TO:**

ARCHITECT'S PROJECT NO:

[illegible]





# AIA® Document G701™ – 2001

## Change Order

PROJECT: *(Name and address)*

CHANGE ORDER NUMBER:

OWNER ☐

DATE:

ARCHITECT ☐

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR ☐

TO CONTRACTOR: *(Name and address)*

FIELD ☐

CONTRACT DATE:

OTHER ☐

CONTRACT FOR:

The Contract is changed as follows:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The original (Contract Sum) (Guaranteed Maximum Price) was

\$ \_\_\_\_\_

The net change by previously authorized Change Orders

\$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was

\$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

\$ \_\_\_\_\_

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

\$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days

The date of Substantial Completion as of the date of this Change Order therefore is

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

*(Typed name)*

*(Typed name)*

*(Typed name)*

DATE

DATE

DATE

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# DRAFT AIA<sup>®</sup> Document G706<sup>™</sup> - 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Example

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: (Name and address)

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

# DRAFT AIA<sup>®</sup> Document G706A<sup>™</sup> - 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)*

Example

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** General  
Construction

**CONTRACT DATED:**

**TO OWNER:** *(Name and address)*

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

**BY:**

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

# DRAFT AIA® Document G707™ - 1994

## Consent Of Surety to Final Payment

PROJECT: (Name and address)

Example

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: (Name and address)

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

on bond of  
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year.)

Attest:  
(Seal):

(Surety)

(Signature of authorized representative)

(Printed name and title)

## **SECTION 01120**

### **ALTERATION PROJECT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

**A. SECTION INCLUDES:**

1. Coordination of work of trades and scheduling elements of alterations and renovation work by procedures and methods to expedite completion of work.
2. Selective Demolition:
  - a. Dispose of debris off site in accordance with applicable laws, ordinances, and regulations.
  - b. Clean up and leave unit in a clean and construction dust free environment.

##### **1.2 PROJECT CONDITIONS**

- A. Environmental Requirements:** Execute demolition and renovation in manner to limit unnecessary dust and noise. Burning of materials on site not allowed. Existing Conditions: See Section 01010 Summary of Work. Do not interfere with use of occupied buildings or portions of buildings. Maintain free and safe passage to and from occupied areas.
- B. Protection:**
1. Contractor: Protect grounds, plantings, buildings, and any other facilities or property from damage caused by construction operations
- D. Safety:** Cease operations and notify Contracting Officer immediately if safety of structure appears to be endangered. Take precautions to properly support structure. Do not resume until safety is restored.

##### **1.3 SCHEDULING AND SEQUENCING**

- A. Scheduling and Completion:**
1. Contractor must give 72 hr. notice to the Housing Authority before working on a building.
  2. The Contractor is to submit a project / work schedule prior to commencing with the work and the Contractor shall adjust, update, and resubmit the schedule as necessary.

##### **1.4 ALTERATIONS, CUTTING AND PROTECTION**

- A. Workmanship:** Assign work of moving, removal, cutting and patching to trades qualified to perform work in manner to cause least damage to each type of work and provide means of returning surfaces to appearance of new work.
- B. Cutting and Removal:** Perform cutting and removal work to remove minimum necessary, and in manner to avoid damage to adjacent work.
- C. Protection:** Protect existing finishes, equipment, utilities and adjacent work which are scheduled to remain, from damage. It is the Contractor's responsibility to move furniture and place back after job cut. All of the tenant's belongings are to remain construction dust free.

#### **PART 2 - PRODUCTS**

##### **2.1 MATERIALS**

- A. Materials for Patching, Extending and Matching:**
1. Provide specified products, as needed to patch, extend, or match existing work.
  2. Generally, Contract Documents will not define products or standards of workmanship

- present in existing construction. Determine products by inspection, and provide workmanship by use of existing as sample of comparison.
3. Patching, extending, and matching of existing work and systems shall result in complete, finished system. See also 1.4 of this section.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Units, Spaces and Areas to be renovated: Inspect to become familiar with existing conditions and to take measurements, which are necessary for renovation work to be completed in accordance with contract requirements.
- B. Carefully inspect condition of existing spaces including, but not limited to walls, floors, plumbing, etc. as essential to successful completion of renovation work.
- C. Survey each space and verify dimensions for work.

### **3.2 PREPARATION**

- A. Building Occupation: Carry out demolition and renovation work to cause as little inconvenience to occupants as possible.
- B. Protection: Protect and be responsible for existing buildings, facilities, utilities, and improvements within areas of construction operations.
  1. Should any portion of existing buildings or improvements be damaged, disturbed, removed, or otherwise affected due to construction operations, report conditions and circumstances to Contracting Officer.
  2. Make necessary repairs and replacements to such damaged work with new materials to match existing work in every respect, as approved by Contracting Officer / Architect.
  3. Replace or restore to their former condition and to satisfaction of Contracting Officer / Architect, existing construction, finishes and other improvements that are to remain and have been damaged as result of construction operations.
  4. Tenant's Property: Be responsible for any damage or loss to residents' property and to other work. Replace any material which, in opinion of Contracting Officer, has become damaged to extent that it could not be restored to its original condition.
  5. Take precautions to protect residents and public from injury from construction operations.

### **3.2 LOCATION OF EQUIPMENT AND PIPING**

- A. Drawings: Drawings indicating location of equipment, piping, ductwork, etc. are diagrammatic and job conditions shall not always permit their installation in location indicated. When this situation occurs, bring condition to Contracting Officer's attention immediately. Relocation will be determined in joint conference.
- B. Project LADDERS are not to be left on site unattended in either a horizontal or vertical position.

### **3.3 CLEANING**

- A. General: Maintain project in a safe, clean and orderly condition.
- B. During execution of work, keep occupied spaces clean and unencumbered.
- C. Keep work and storage spaces clean and free from rags, waste, or debris.
- D. Do not use any plumbing fixture or waste pipe for disposal of any waste, paints, oil, or other material.
- E. Remove waste materials, debris, and rubbish at end of each work day from occupied units and other spaces used and accessed by residents.
- F. Regularly remove waste materials, debris, and rubbish from site in accordance with applicable

laws, ordinances, and regulations.

- G. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
- H. Final Cleaning: At completion of work in each area, provide final cleaning and return space to condition suitable for intended use. In addition to the final cleaning, the units must be clean of construction debris and dust at the end of each workday.
- I. For roofing projects, at completion of each day a magnetic nail sweep of the work area is required.

## **SECTION 01300**

### **ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

##### **1.02 PROJECT COORDINATION**

- A. Project Coordinator: The Housing Authority Project Coordinator.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for pedestrian access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Kimberly A. Dellastatious, PA:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Closeout submittals.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 PRECONSTRUCTION MEETING**

- A. Kimberly A. Dellastatious, PA will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. The Housing Authority.



2. Kimberly A. Dellastatious, PA.
  3. Contractor
- C. Agenda:
1. Execution of The Housing Authority- Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  5. Designation of personnel representing the parties to Contract.
  6. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.

### **3.02 SITE MOBILIZATION MEETING**

- A. Kimberly A. Dellastatious, PA will schedule a meeting at the Project site prior to occupancy.
- B. Attendance Required:
1. The Contractor
  2. The Housing Authority.
  3. Kimberly A. Dellastatious, PA.
  4. Special Consultants.
  5. Contractor's Superintendent.
  6. Major Subcontractors.
- C. Agenda:
1. Use of premises by The Housing Authority and.
  2. The Housing Authority's requirements and occupancy prior to completion.
  3. Construction facilities and controls provided by The Housing Authority.
  4. Temporary utilities provided by The Housing Authority.
  5. Survey and fencing layout.
  6. Security and housekeeping procedures.
  7. Schedules.
  8. Application for payment procedures.
  9. Procedures for testing.
  10. Procedures for maintaining record documents.
  11. Requirements for start-up of equipment.
  12. Inspection and acceptance of equipment put into service during construction period.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum of one at every other month intervals and at a minimum as project may require.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Kimberly A. Dellastatious, PA will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- D. Attendance Required: Job superintendent, major Subcontractors and suppliers, The Housing Authority, Kimberly A. Dellastatious, PA, as appropriate to agenda topics for each meeting.
- E. Agenda:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of submittals schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 PROGRESS PHOTOGRAPHS**

#### **(OMIT 3.05 FOR THIS PROJECT)**

- A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Kimberly A. Dellastatious, PA.
- B. Take photographs on date for each application for a payment and as follows:
  1. Site clearing.
  2. Excavations.
  3. Foundations.
  4. Final completion.
- C. Views:
  1. Provide aerial photographs from four cardinal views at each specified time, until structure is enclosed.
  2. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
  3. Consult with Kimberly A. Dellastatious, PA for instructions on views required.
  4. Provide factual presentation.
  5. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- D. Prints: Black and white; three prints of each view.
  1. Glossy; smooth texture; white tint; single weight; contrast grade 4, extra hard.
  2. Size: 8 x 10 inch; mounted for binder and tabs.
  3. Identify each print on back. Identify name of Project, contract number, phase, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- E. Deliver prints with each Application for Payment with transmittal letter specified in this Section.

### **3.06 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Kimberly A. Dellastatious, PA.

### **3.07 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Kimberly A. Dellastatious, PA for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. No submittals will be reviewed unless received from the Contractor with the Contractor's reviewed and approved stamp on each submittal.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01740 - CLOSEOUT SUBMITTALS.

### **3.08 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Kimberly A. Dellastatious, PA's knowledge as contract administrator or for The Housing Authority. No action will be taken.

### **3.09 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. AIA Documents for Close-outs: In addition to AIA Docs. G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include, the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all sub-contractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.
- B. Submit for The Housing Authority's benefit after project completion.
  - 1. Include and highlight all changes to the design from the original contract documents.

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus three copies of which two will be distributed by the Kimberly A. Dellastatious, PA, to the PHA.
- B. Documents for Information: Submit three copies.

- C. Documents for Project Closeout: Submit three copies.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Kimberly A. Dellastatious, PA.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Kimberly A. Dellastatious, PA at business address.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Architects office.
- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for and Kimberly A. Dellastatious, PA review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

**END OF SECTION**

## **SECTION 01320**

### **SUBMITTALS**

#### **PART I-GENERAL**

##### **1.01 DESCRIPTION OF REQUIREMENTS**

###### **A. GENERAL PROCEDURES**

1. The submittals controlled by these general requirements include shop drawings, product substitution, product data, samples and other miscellaneous work-related submittals.
2. Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals, and related activities. Transmit in advance of performance of related activities to avoid delay.
3. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
4. The number of required shop drawings and/or copies of manufacturer's product data submitted to the Architect for review shall be three (3) plus any additional copies the contractors needs for himself. In place of submitting the initial (3) copies, the Contractor may submit shop drawings in a digital pdf format for review and then submit 2 hard copies of the digitally reviewed paperwork in the closeout binders.

##### **1.02 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS**

- A. GENERAL PREPARATION: Place a label or title block on each submittal for identification. Provide a space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.

Project name.

Date.

Name and address of Contractor.

Name and address of subcontractor.

Name and address of supplier.

Name of manufacturer.

- B. SHOP DRAWINGS AND SUBSTITUTED PRODUCT SUBMITTALS: Submit new information, drawn to accurate scale. Indicate deviations from Contract

Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:

Dimensions.

Identification of products and materials included.

Notation of coordination requirements.

Notation of dimensions established by field measurement.

Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.

- C. **PRODUCT DATA:** Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

Manufacturer's printed recommendations.

Compliance with recognized trade association standards.

Compliance with recognized testing agency standards.

Application of testing agency labels and seals.

Notation of dimensions verified by field measurement.

Notation of coordination requirements.

Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

- D. **ARCHITECT ACTION:** Except for submittals for record, information or similar purposes, where action and return is required, the Architect or Engineer will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Architect or Engineer will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

**NOTE!**

Contractor must approve and stamp shop drawings with contractor's shop drawing stamp prior to submitting to architect. Architect will not review shop drawings if the contractor's shop drawing stamp is missing.

## **SECTION 01400**

### **GENERAL QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

###### **A. DEFINITIONS**

1. This Section of the specifications specifies requirements for general quality control. The quality control for manufactured products are specified in individual work sections and other related sections of these specifications. The term general quality control shall include inspections and tests performed by independent agencies, governing authorities, as well as the Contractor.

##### **1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS**

###### **A. OWNER RESPONSIBILITIES**

1. The Owner may employ and pay for the services of an independent testing agency to provide the inspection and testing as required by these specifications.

###### **B. CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall provide inspections and tests specified or required by governing authorities, except where they are the Owner's responsibility and are stated as such, or are provided by another entity. Contractor shall be responsible for all concrete testing. Costs associated with reinspection and retests are to be paid for by the Contractor due to failure to meet specifications. No additional costs to the Owner for reinspection and retests shall be allowed.

2. The Contractor shall employ and pay an independent agency, to perform quality control services as specified as the Contractor's responsibility. The Owner may engage and pay for services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

3. Where the Owner has engaged an agency for testing and inspection part of the Work, and the Contractor is also required to engage an entity for the same element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

4. Retesting: The Contractor is responsible for retesting where results prove unsatisfactory and do not indicate compliance with Contract Documents, regardless of whether the original test was the Contractor's responsibility.

5. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

6. The Contractor shall cooperate with agencies performing inspections or tests and provide auxiliary services as requested. The Contractor will notify the agency in advance of operations to permit assignment of personnel.

7. The Contractor will provide access to the Work and will furnish; 1) incidental labor and facilities necessary to facilitate inspections and tests, 2) take representative samples of materials

that require testing or assist the agency in taking samples, 3) provide facilities for storage and curing of samples, and deliver samples to testing laboratories, 4) provide a preliminary design mix proposed for use for material mixes that require control by the testing agency, and 5) provide security and protection of samples and test equipment at the Project site.

#### C. TESTING AGENCY RESPONSIBILITIES

1. The testing agency engaged to perform inspections, and testing of materials and construction shall cooperate with the Engineer and Contractor in performance of its duties, and provide qualified personnel to perform inspections and tests.

2. The agency shall notify the Engineer and Contractor promptly of deficiencies observed during performance of its services. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

#### 1.03 COORDINATION OF TESTING AGENCY

##### A. COORDINATION

1. The Contractor and each agency engaged to perform inspections and tests shall coordinate the sequence of activities to accommodate services with a minimum of delay.

2. The Contractor and each agency shall coordinate activities to avoid removing and replacing construction to accommodate inspections and tests.

3. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

#### 1.04 RESPONSIBILITY OF TESTING AGENCY

1. The Contractor is responsible for scheduling the inspections by all City or County Departments permitting the job for work installed under this contract. The Contractor shall have all final inspections complete prior to requesting a substantial completion inspection by the Architect.

#### 1.05 SUBMITTALS

1. The testing agency shall submit a certified written report of each inspection and test to the Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible, submit a certified written report of each inspection and test through the Contractor, in duplicate.

2. Additional copies of each report will be submitted to the governing authority, when the authority so directs.

3. Written reports of each inspection or test shall include, but not be limited to:

Date of inspection or test

Date of issue.

Project title and number.

Name, address and telephone number of testing agency.

Dates and locations of samples and tests or inspections.

Names of individuals making the inspection or test.

Designation of the Work and test method.

Identification of product and Specification Section.

Complete inspection or test data.

Test results and an interpretations of test results.



Ambient conditions at the time of sample-taking and testing.  
Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.  
Name and signature of laboratory inspector.  
Recommendations on retesting.

## PART 2 - PRODUCTS

### 2.01 EQUIPMENT AND MATERIALS

- A. All equipment and materials under these specifications shall be new and unused.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

#### A. PRE-INSTALLATION CONFERENCE

1. In advance of the installation of every major unit of work, a coordination meeting is to take place with the installers and representatives of manufacturers and fabricators to coordinate this work and the work, which has proceeded or will follow.
2. Progress meetings will be held at a frequency determined by the work effort. At each progress meeting a review of the progress of work will be discussed. The meeting will review such items as the requirements of the Contract Documents, related change orders, purchases, deliveries, shop drawings, product data, time schedules, safety, inspections and tests, possible conflicts and weather limitations. Minutes of the meeting will be distributed to all parties concerned.

### 3.02 INSTALLATION QUALITY CONTROL

#### A. MANUFACTURER'S INSTRUCTIONS

1. In the installation of manufactured products, comply with the manufacturer's applicable instructions and recommendations.
2. Inspect each item or equipment immediately prior to installation and reject damaged and/or defective items. Recheck measurements and dimensions of work.

#### B. GENERAL

1. Adjust, clean, lubricate and protect newly installed work from damage and/or the elements as necessary during the remainder of the construction period.

## **SECTION 01600**

### **PRODUCT REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances (if product is electrical).
- E. Submit product samples for Owner's final approval prior to Contractor placing the order with the supply house.

#### **PART 2 PRODUCTS**

##### **2.01 PRODUCTS**

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Use products as specified on the drawings.

##### **2.02 PRODUCT OPTIONS**

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named. Submission must take place 7 days prior to date of bid opening.

#### **PART 3 EXECUTION**

##### **3.01 SUBSTITUTION PROCEDURES**

- A. See Section 01650-1

##### **3.02 TRANSPORTATION AND HANDLING**

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

##### **3.03 STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturers' instructions.

- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## **SECTION 01650**

### **PRODUCT SUBSTITUTION**

#### **1.0 SUBSTITUTION PROCEDURES**

**NOTE! ALL PRODUCT SUBSTITUTIONS REQUESTS MUST BE MADE A MINIMUM OF 7 DAYS PRIOR TO THE OPENING OF THE BIDS. THIS ALLOWS TIME FOR US TO REVIEW AND ACCEPT THE SUBSTITUTED PRODUCT PRIOR TO THE SUBMITTING OF THE BIDS.**

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide at minimum the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Public Housing Authority.
  - 4. Waives claims for additional costs or time extension, which may subsequently become apparent.
- C. Substitution Submittal Procedure:
  - 1. Submit 3 copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit material product specification sheets and state what the product is being substituted for. Burden of proof is on Proposer to show that the substituted product is equal or better as compared to the specified product.
  - 3. The firm of Kimberly A. Dellastatious, PA will notify in writing of decision to accept or reject.

**END OF SECTION**

## **SECTION 01740**

### **CLOSEOUT SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

##### **1.02 RELATED SECTIONS**

- A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01026 – Measurement and Payment: Final payment applications and submittal forms.
- C. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples, and close out docs.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

##### **1.03 SUBMITTALS (To be submitted in a labelled, indexed, and tabbed 3 ring binder, two hard copies, one digital copy)**

- A. Project Record Documents: Submit documents to Kimberly A. Dellastatious, PA with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two sets of revised final documents in final form within 10 days after final inspection. This section shall include cut sheets of all products used in the project.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.

2. Addenda.
  3. Project Manual
  4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by the Owner.
  - C. Store record documents separate from documents used for construction.
  - D. Record information concurrent with construction progress.
  - E. Record Drawings: Legibly mark each item to record actual construction including:
    1. Field changes of dimension and detail.
    2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. All products used on this job shall be submitted in three ring indexed binder with product cut sheets and maintenance instructions included in the binder of each product. Two copies (two binders) shall be submitted.

### **3.03 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined or as otherwise noted in documents. The 10 yr. Extended HVAC is to be registered by the contractor and final registration documents are to be included in the close out binder.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal. Place them in the 3 ring binder close out book.

### **3.04 FINAL PAYMENT APPLICATION SUBMITTAL**

In addition to AIA Documents, G702 and G703, the final payment shall have AIA Doc G706 with supporting documents. Supporting documents include, the Consent of Surety to Final Payment AIA Doc G707, the original and notarized FINAL releases of liens from all sub-contractors and materialman on the project. Conditional releases are not acceptable. The General Contractor in direct contract with the Owner may submit an original and notarized conditional FINAL release of lien based upon the final payment amount due (in writing); and supporting AIA Doc G706A.

**END OF SECTION**

**THE PALM BEACH COUNTY HOUSING AUTHORITY**

**LIENOR'S PAID IN FULL AFFIDAVIT**

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

Sealed Bid / Project No. #KD - 20718

Project Name: PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA REPAIRS PROJECT

Before me the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ who, after being first and duly sworn, upon oath disposes and says that all lienors contracting directly with or directly employed by them and all bills, ages, fees, claims or other charges in connection with the above stated project incurred by \_\_\_\_\_ have been paid in full.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lienor's Name \_\_\_\_\_

(Company Name) (SEAL) \_\_\_\_\_

Signed By (Officer of the company, min level VP) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (Officer of the company, min level VP) \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_ and who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification and who did take an oath.

(NOTARY PUBLIC SEAL) Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

THE PALM BEACH COUNTY HOUSING AUTHORITY

**PARTIAL RELEASE OF LIEN – Subcontractor**

The undersigned lienor, in consideration of the partial payment in the amount of  
\$\_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services  
or materials furnished from \_\_\_\_\_, 20 \_\_\_\_ through \_\_\_\_\_,  
20\_\_\_\_\_  
(Insert date) (Insert date)

On the job of THE PALM BEACH COUNTY HOUSING AUTHORITY for the construction of:

Sealed Bid/Project No. #KD-20718

Project Name: PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA REPAIRS PROJECT

This release does not cover any retention of labor, services, or materials furnished after the date specified.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_

(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

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

(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

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

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_



THE PALM BEACH COUNTY HOUSING AUTHORITY

**PARTIAL RELEASE OF LIEN – Prime Contractor**

The undersigned lienor, in consideration of the partial payment in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from \_\_\_\_\_, 20 \_\_\_\_ through \_\_\_\_\_, 20 \_\_\_\_  
(Insert date) (Insert date)

On the job of THE PALM BEACH COUNTY HOUSING AUTHORITY for the construction of:

Sealed Bid/Project No. #KD-20718

Project Name: PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA REPAIRS PROJECT

This release does not cover any retention of labor, services, or materials furnished after the date specified.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_

(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

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

(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

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

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

THE PALM BEACH COUNTY HOUSING AUTHORITY

**FINAL RELEASE OF LIEN – Subcontractor**

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name) \_\_\_\_\_  
for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by \_\_\_\_\_, the contractor for the The Palm Beach County Housing Authority, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

**PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA REPAIRS PROJECT #KD -20718**

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_  
(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

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

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

**THE PALM BEACH COUNTY AUTHORITY**  
**FINAL RELEASE OF LIEN – Prime Contractor**

KNOW ALL MEN BY THESE PRESENTS, that

(prime contractor company name) \_\_\_\_\_  
for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by \_\_\_\_\_, the contractor for the The Palm Beach County Housing Authority, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

**PBCHA DREXEL SENIOR BUILDING HURRICANE IRMA REPAIRS PROJECT #KD - 20718**

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_  
(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
(Officer of the company, min level VP)

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

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

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_