

ATTACHMENTS/EXHIBITS

The following attachments are required and/or included as part of this QSP and shall be incorporated into the Bidder's bid/contract:

- A. Schedule of Values (Bid Form – Contractor to Provide)
- B. HUD Form 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- C. HUD Form 5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- D. HUD Form 5370-EZ, General Conditions for Small Construction/Development Contracts, Public Housing Programs
- E. Previous Participation Certification
- F. Certification of Authorization to Execute Contract
- G. Non-Collusive Affidavit of Contractor/Subcontractor
- H. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- I. Small Disadvantaged, Minority and Women Owned Business Certificate
- J. SDB/MBE/WOSB Utilization Summary
- K. Section 3 Contracting Procedures, Guidelines & Forms
- L. HUD Form 4010, Federal Labor Standards Provisions
- M. Davis Bacon Wage Rate – Decision # FL180124 dated 10/05/18 Modification 1.
- N. Sample Contract
- O. General Construction Notes

QUOTATIONS FOR SMALL PURCHASES (QSP) #19-008

SINGLE FAMILY HOME ROOF REPLACEMENT

Type of Contract

The St. Petersburg Housing Authority contemplates the award of a firm fixed price contract resulting from this solicitation. The term of this contract shall be thirty (30) calendar days from issuance of Notice to Proceed or receipt of required permits, whichever is later. A performance & payment bond (100%) is required at award. All bonds will be fully verified.

Scope of Work

The work will consist of all preparation, construction, clean-up, and related items necessary to complete the work described below and per the supplemental documentation shown on the remaining pages included herein.

The Detailed scope items shall include the following:

1. Remove existing roof shingle and tar paper and re-roof existing dwelling unit located at 4326 14th Avenue South, St Petersburg, FL. 33712:
 - (i) Timberline GAF HD Lifetime Shingles, basis (standard) of design
 - (ii) Install 90# felt underlayment
2. Provide price to add, if Owner chooses:
 - (i) New 4" gutters & downspouts on rake edges of gable roofs:
 - 112 LF gutter, six (6) downspouts, color to be white.
3. Provide unit cost with bid:
 - (ii) unit cost for 4x8 sheet of plywood roof decking, including labor
(Bid assumption is roof deck does NOT need to be replaced – if damaged/ deteriorated deck is uncovered, contractor is to alert Owner/Owner's rep with cost before proceeding to replace any damaged materials)
4. Supplemental costs to include:
 - (i) Include cost of city re-roofing permit (contractor to pull the permit)
 - (ii) Include cost of filing/registration of a required Notice of Commencement (at County Clerk's office) – contractor to record the Notice
 - (iii) 1 hour max pre-roofing site meeting with Owner's rep
 - (iv) 1-hour final site inspection with Owner's rep (after City inspector has approved & signed off)
 - (v) Submit all warranty & guarantee documents to Owner's rep for final pay application approval
5. Schedule:
 - (i) Complete work as quickly as possible: provide SPHA with contractor timeframe/time commitment to complete in full.
 - (ii) Start work: as soon as possible after receipt of Owner Notice to proceed.
6. Dwelling unit data:
 - See attached google street view
 - See attached property appraiser webpage for this address (lists PID#, shows location, Owner info as contractor will need for permitting)
 - Building gross sf = 1356 sf
 - **Area under roof = 1692 sf (+/-)**

Note: Bidders shall be responsible for all demolition, secured site dumpster for demolished materials, site staging, site cleanup, and mobilization associated with the completion of the work outlined herein. ***Bidders shall provide a proposed construction schedule to the Housing Authority with their bid package.***

Due Date of Bid

Bids are due at the St. Petersburg Housing Authority, 2001 Gandy Blvd North, St. Petersburg, FL 33702 by **4:00 p.m. on Tuesday, April 9, 2019**, emailed to the attention of:

Pamela Hobbs
Procurement Officer
St. Petersburg Housing Authority
2001 Gandy Blvd North
St. Petersburg, FL 33702

Any questions regarding this offering must be in writing. Questions regarding any of the required forms may be addressed to Pamela Hobbs at 727-323-3171 or phobbs@stpeteha.org.

Instructions to Bidders

See Exhibit B, HUD Form 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs. SPHA hereby excludes Item 5, Late Submissions, Modifications, and Withdrawal of Bids, of HUD Form 5369. Please see item 'Acceptance of Bids' herein, below for SPHA's requirements.

Required Certifications

See Exhibit C, Form HUD 5369-A, Representations, Certifications, and other Statements of Bidders, Public and Indian Housing Programs.

Acceptance of Bids

Bid must be signed and received in completed form at the St. Petersburg Housing Authority located at 2001 Gandy Blvd North, St. Petersburg, FL 33702, no later than the bid submission time and date stated herein. Bids submitted after the designated date and hour will not be accepted for any reason.

SPHA reserves the right to accept or reject any or all Bids, to take exception to these specifications or to waive any irregularities and/or informalities. Bidder may be excluded from further consideration for failure to comply fully with the specifications of this QSP.

SPHA also reserves the right to reject the Bid of any Bidder who has previously failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

Confidential Material

Any material submitted by a Bidder that is to be considered as confidential must be clearly marked as such.

Financial Statements

The Bidder may be requested to submit current financial statements. Furthermore, the Bidder shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

Withdrawal of Bids

Bid may be withdrawn on a written or telegraphic (faxed) request dispatched by the Bidder in time for delivery in the normal course of business prior to the time specified herein for bid receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the Bidder is placed in the mail and postmarked prior to the time specified herein for bid receipt. Negligence on the part of the Bidder in preparing its Bid confers no right of withdrawal or modification of its bid after the due date and time specified herein.

Incurring Costs

SPHA is not liable for any costs incurred by any Bidder prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Bidder.

All costs incurred in the preparation and presentation of Bid shall be wholly borne by each Bidder. All supporting documentation and manuals submitted with each Bid will become the property of SPHA unless otherwise indicated by the Bidder at the time of submission.

SPHA agrees to provide to the successful Bidder, upon request, no more than three sets of drawings and specifications for building permits.

Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, SPHA will hold the Bidder responsible for the proposed services. In addition, the Bidder shall hold SPHA harmless from any third party legal claims involving the use by SPHA of any software product or technique provided.

Ineligible Contractors

SPHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Award of Contracts

A contract shall be awarded according to the criteria specified herein, provided the bid is in the best interest of SPHA. The Bidder to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval.

Mandatory Clauses

See Exhibit D- HUD Form 5370-EZ, General Conditions for Small Construction/Development Contracts.

Insurance

The successful Bidder shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by SPHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to SPHA in the event coverage is substantially changed, canceled, or non-renewed.

The Bidder shall require all subcontractors to carry the insurance required herein, or the Bidder may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Bidder and all subcontractors agree that insurers shall waive their rights of Subrogation against the St. Petersburg Housing Authority.

The Bidder expressly understands and agrees that any insurance or self insurance programs maintained by the St. Petersburg Housing Authority shall apply in excess of and not contribute with insurance provided by the successful Bidder and subcontractors under the Contract.

The following standard insurance policies shall be required:

1. Commercial General Liability Policy of not less than Five hundred thousand dollars (\$500,000.00).
2. Workers' Compensation Policy – Minimum employer's liability limits
By Accident – Florida Statutory Limit
By Disease – Florida Statutory Limit
A Waiver of subrogation in favor of SPHA must be endorsed to the policy.

“Florida,” must appear in item 3A of the Worker’s Compensation coverage declarations page, or item 3C must contain the following: “All States except those in listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.”

3. Automobile Liability of not less than Five hundred thousand dollars (\$500,000.00).

Approval, disapproval or failure to act by SPHA regarding any insurance supplied by Bidder shall not relieve Bidder of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Bidder from liability.

Rules, Regulations, and Licensing Requirements

Each Bidder and its staff must possess all of the required State of Florida licenses, as well as all other licenses required by St. Petersburg to perform in accordance with the contract scope of services herein. In addition, the Bidder shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Bidder is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations.

Contractor will ensure that at all times all persons assigned to perform services at SPHA have passed a police background (record) check. Absolutely no sexual offenders/predators are permitted on site. Additionally, no persons convicted of a felony are allowed on site under any circumstances.

Assignment

The successful Bidder shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this QSP, or any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of SPHA.

SUBMISSION REQUIREMENTS

AN ORIGINAL AND 1 (ONE) USB of the Project Bid must be submitted and received by the housing authority no later than the bid submission time and date.

Organization of Response: The response, however submitted (binder, notebook, clipped, etc.), SHALL BE INDEXED WITH TABS (of whatever kind) AND ORGANIZED AS LISTED BELOW.

THE FOLLOWING FORMS ARE **REQUIRED** AND MUST BE INCLUDED. Alterations to the bid, or the terms and conditions in this QSP shall be grounds for rejecting the entire bid. Late bids shall not be accepted for ANY reason.

1. **Schedule of Values (Bid Form)**
Completed and signed (Contractor to Provide)

2. **5% Bid Bond (Only For Bids Above \$50k)**
Any bidder failing to submit a bid bond may be deemed unresponsive. Such bond 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 shall not be considered. U.S. Treasury Circular Number 570 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 on this circular is mandatory. The bond must be recorded.

3. **HUD and/or SPHA Forms:**

- Completed and signed Acknowledgement of Receipt of Documents for all Addendums issued, if applicable
- One signed copy of HUD Form 5369-A, Representations, Certifications, and other Statement of Bidders, Public and Indian Housing Programs.
- Completed and signed Previous Participation Certification
- One signed copy of Contractor's Certification of Authorization to Execute Proposal/Contract on Behalf of Company
- One signed copy of Non-Collusive Affidavit of Contractor/Subcontractor
- One sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Small Disadvantaged, Minority and Women Owned Business Certificate(s) (if applicable)
- One signed copy of SDB/MBE/WOSB Utilization Summary
- Completed and signed Section 3 Forms: Section 3 Business Concerns Seeking Section 3 Preference; Section 3 Self-Certification Form (if applicable); Section 3 Contract Compliance Statement; Section 3 Opportunities Plan
- Proof of Insurance
- Appropriate Certificates and Licenses

The QSP, as a general requirement, specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulation ordinances, and statutes. It is SPHA's full expectation and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement. Therefore, SPHA will carefully monitor and audit performance to ensure such performance.

SDB/MBE/WOSB Participation

In accordance with 2 CFR 200, it is SPHA's goal to have small disadvantaged business participation in 50% of all of its contracts. Therefore, the selected Bidder's firm that is not 51% small disadvantaged (non-SDB) will be required to take all necessary affirmative steps to assure that small disadvantaged businesses are used whenever possible. If a Bidder is a SDB/MBE/WOSB business concern, please attached a copy of any certificates and/or certifying documents under Exhibit J. All Bidders must submit SPHA's SDB/MBE/WOSB Utilization Summary (Exhibit K, hereto) as part of their Proposal. Certified SDB/MBE/WOSB firms must submit copies of its Certification from any governmental certifying agency. List all SDB/MBE/WOSB subcontractors, if any, on the form. If none, write "N/A" on the form and sign it where indicated.

SPHA encourages joint ventures and/or partnerships with qualified small disadvantaged firms. The names of all contractors/subcontractors whom a Bidder is interested in forming a joint venture or partnership with on this project should be included in the Proposal. SPHA reserves the right at its own discretion to reject any subcontractor recommended in the proposal.

Each joint venture business must submit all forms required herein. A joint venture that has at least one (1) certified SDB that performs a meaningful service meets SPHA's SDB/MBE/WOSB participation requirements. Each SDB/MBE/WOSB must submit a statement of its intent to participate and its SDB/MBE/WOSB certification with the proposal. In addition, the joint venture partnership agreement must be provided with the proposal.

Section 3 Requirements

Pursuant to 2 CFR 200 and 24 CFR 135, the Bidder shall comply with SPHA's approved Section 3 Policy and Procedures, as attached hereto, relative to residents for the contract awarded by SPHA. Each Proposal shall include a plan for Section 3 Compliance.

The selected contractor and all subcontractors shall be required to consider employment applications from Section 3 residents, as a material term of any contract resulting from this QSP.

Furthermore, the Bidder shall describe in detail how it plans to use the services of SPHA/Section 3 Resident-owned Businesses or businesses that employ significant numbers of Section 3 Residents to meet its Section 3 obligations.

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

The Section 3 Clauses included in Exhibit K, Section 3 Contracting Procedures, Guidelines & Forms, will be a part of any contract that is signed by SPHA.

End of QSP Document

4326 14th Ave South, St Petersburg, FL

Re-Roofing RFP

SCOPE

The work will consist of all preparation, construction, clean-up, and related items necessary to complete the work described below and per the supplemental documentation shown on the remaining pages included herein.

SCOPE OF WORK

The scope of work includes the following items:

1. Re-roof existing dwelling unit located at 4326 14th Avenue South, St Petersburg, FL. 33712:
 - (i) Timberline GAF HD Lifetime Shingles, basis (standard) of design
 - (ii) Minimum 30# underlayment
2. Provide price to add, if Owner chooses:
 - (i) New 4" gutters & downspouts on rake edges of gable roofs:
 - 112 LF gutter, six (6) downspouts, color to be white.
3. Provide unit cost with bid:
 - (ii) unit cost for 4x8 sheet of plywood roof decking, including labor (Bid assumption is roof deck does NOT need to be replaced – if damaged/ deteriorated deck is uncovered, contractor is to alert Owner/Owner's rep with cost before proceeding to replace any damaged materials)
4. Supplemental costs to include:
 - (i) Include cost of city re-roofing permit (contractor to pull the permit)
 - (ii) Include cost of filing/registration of a required Notice of Commencement (at County Clerk's office) – contractor to record the Notice
 - (iii) 1 hour max pre-roofing site meeting with Owner's rep
 - (iv) 1 hour final site inspection with Owner's rep (after City inspector has approved & signed off)
 - (v) Submit all warranty & guarantee documents to Owner's rep for final pay application approval
5. Schedule:
 - (i) Complete work as quickly as possible: provide SPHA with contractor timeframe/time commitment to complete in full.
 - (ii) Start work: as soon as possible after receipt of Owner Notice to proceed.
6. Dwelling unit data:
 - See attached google street view
 - See attached property appraiser webpage for this address (lists PID#, shows location, Owner info as contractor will need for permitting)
 - Building gross sf = 1356 sf
 - **Area under roof = 1692 sf (+/-)**

[Interactive Map of this parcel](#)

[Sales Query](#)

[Back to Query Results](#)

[New Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

WM

27-31-16-30996-000-0080

Compact Property Record Card

[Tax Estimator](#)

Updated August 22, 2018

[Email](#) [Print](#)

[Radius Search](#)

[FEMA/WLM](#)

Ownership/Mailing Address [Change Mailing Address](#)

ST PETERSBURG HOUSING AUTH
2001 GANDY BLVD N
ST PETERSBURG FL 33702-2187

Site Address

4326 14TH AVE S
ST PETERSBURG



[Property Use](#): 0110 (Single Family Home)

Total Living: SF: 1,056 Total Gross SF: 1,356 Total Living Units: 1

[click here to hide] **Legal Description**

GLAZNER'S C.B. REPLAT LOT 8

[Mortgage Letter](#)



[File for Homestead Exemption](#)

2018 Parcel Use

Exemption	2018	2019
Homestead:	No	No
Government:	Yes	Yes
Institutional:	No	No
Historic:	No	No

Homestead Use Percentage: 0.00%
Non-Homestead Use Percentage: 100.00%
Classified Agricultural: No

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording

07312/0493

[Sales Comparison](#)

\$97,100 [Sales Query](#)

[Census Tract](#)

121030208004

Evacuation Zone

(NOT the same as a FEMA Flood Zone)

NON EVAC

Plat Book/Page

[8/38](#)

2018 Preliminary Value Information

Year	Just/Market Value	Assessed Value / Non-HX Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2018	\$79,610	\$51,491	\$0	\$0	\$0

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	No	\$82,073	\$46,810	\$0	\$0	\$0
2016	No	\$66,978	\$42,555	\$0	\$0	\$0
2015	No	\$54,956	\$38,686	\$0	\$0	\$0
2014	No	\$48,308	\$35,169	\$0	\$0	\$0
2013	No	\$31,972	\$31,972	\$0	\$0	\$0
2012	No	\$32,456	\$32,456	\$0	\$0	\$0
2011	No	\$33,302	\$33,302	\$0	\$0	\$0
2010	No	\$45,373	\$45,373	\$0	\$0	\$0
2009	No	\$49,294	\$49,294	\$0	\$0	\$0
2008	No	\$109,400	\$109,400	\$0	\$0	\$0
2007	No	\$103,800	\$103,800	\$0	N/A	\$0
2006	No	\$99,700	\$99,700	\$0	N/A	\$0
2005	No	\$77,800	\$77,800	\$0	N/A	\$0
2004	No	\$71,200	\$71,200	\$0	N/A	\$0
2003	No	\$66,000	\$66,000	\$0	N/A	\$0
2002	No	\$65,700	\$65,700	\$0	N/A	\$0
2001	No	\$59,600	\$59,600	\$0	N/A	\$0
2000	No	\$51,600	\$51,600	\$0	N/A	\$0
1999	No	\$47,700	\$47,700	\$0	N/A	\$0
1998	No	\$41,900	\$41,900	\$0	N/A	\$0
1997	No	\$39,600	\$39,600	\$0	N/A	\$0
1996	No	\$35,800	\$35,800	\$0	N/A	\$0

2017 Tax Information

[2017 Tax Bill](#)

Tax District: [SP](#)

Ranked Sales ([What are Ranked Sales?](#)) [See all transactions](#)

2017 Final Millage Rate

22.0150

Sale Date

26 Jun 1990

Book/Page

07312 / 0493

Price

\$47,500

Q/U

U

V/I

V

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Amendment 1 - Will you Benefit?

[Check Estimated 3rd Homestead Exemption Benefit](#)

2018 Land Information

Seawall: No

Frontage: None

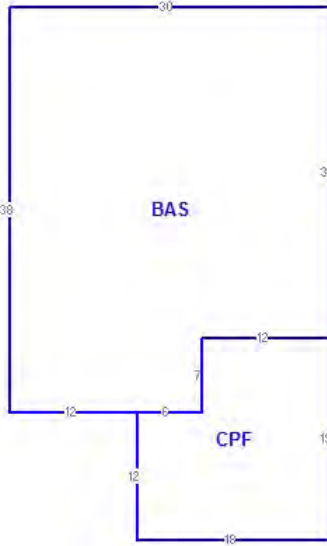
View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Single Family (01)	45x124	125.00	45.0000	0.9900	\$5,569	FF

[click here to hide] 2018 Building 1 Structural Elements [Back to Top](#)

Site Address: 4326 14TH AVE S

Building Type: **Single Family**
 Quality: **Average**
 Foundation: **Continuous Footing**
 Floor System: **Slab On Grade**
 Exterior Wall: **Concrete Block**
 Roof Frame: **Gable Or Hip**
 Roof Cover: **Shingle Composition**
 Stories: **1**
 Living units: **1**
 Floor Finish: **Carpet/ Vinyl/Asphalt**
 Interior Finish: **Drywall/Plaster**
 Fixtures: **3**
 Year Built: **1989**
 Effective Age: **25**
 Heating: **Central Duct**
 Cooling: **Cooling (Central)**



[Compact Property Record Card](#)

[Open plot in New Window](#)

Building 1 Sub Area Information

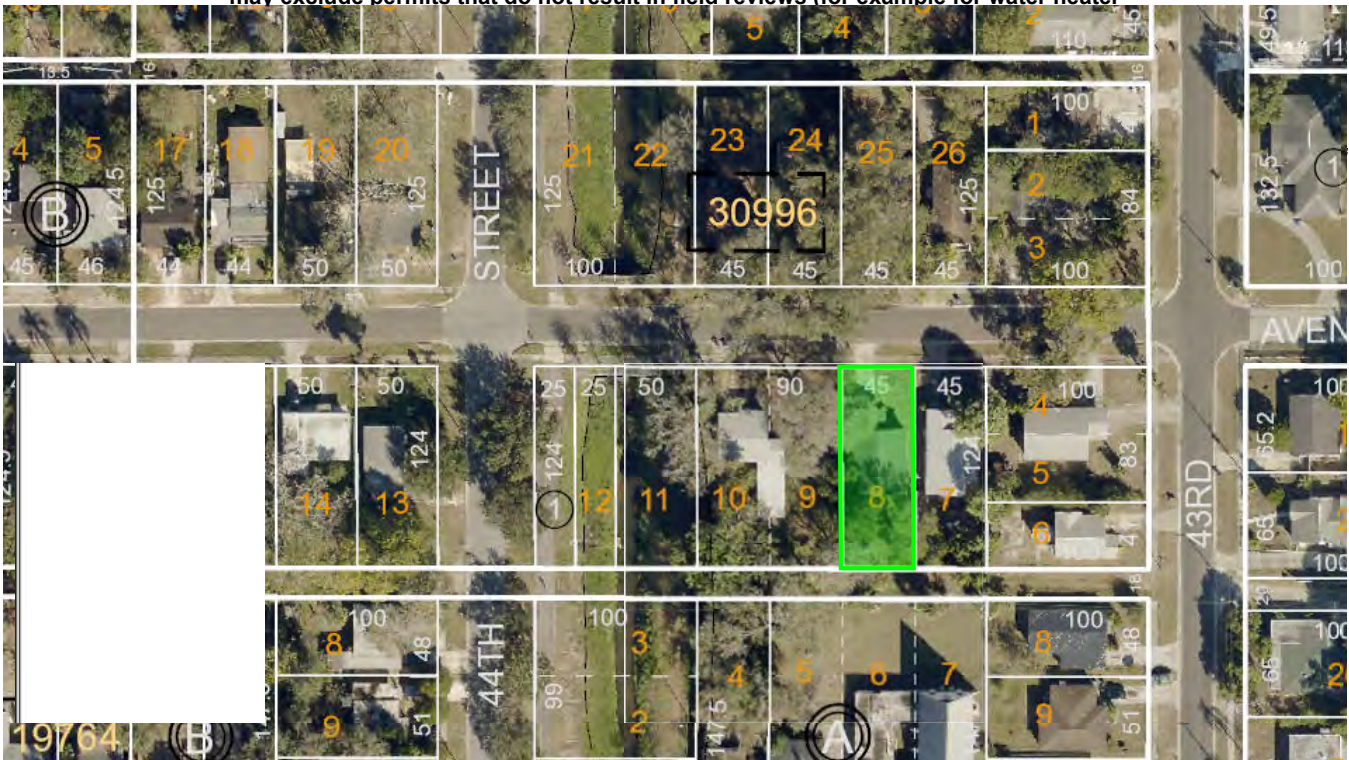
Description	Living Area SF	Gross Area SF
Carport	0	300
Base	1,056	1,056
Total Living SF: 1,056		Total Gross SF: 1,356

[click here to hide] 2018 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
PATIO/DECK	\$30.00	110.00	\$3,300.00	\$1,320.00	1989

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater)



4326 14th ave south

Write a description for your map.

Legend



Google Earth

© 2018 Google

9.03 ft



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 I(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 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 any 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. (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.

(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.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

St. Petersburg Housing Authority's Central Office, located at 2001 Gandy Blvd. N, St. Petersburg, FL 33702.

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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)

General Conditions for Construction Contracts - Public Housing Programs

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

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within 90 (ninety) 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 submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Contractor must sign. Date is contractor's submission date.

Name: _____

Title: _____

Date: _____

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 250.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 2 million [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 \$ 1 million [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

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

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

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

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

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

39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

REQUIRED FORM – SIGN & RETURN
THIS FORM IS ONLY APPLICABLE TO COMPANIES THAT ARE CORPORATIONS, INC., OR LLC.
MARK “N/A” OTHERWISE AND RETURN WITH BID PACKAGE.

**CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO
EXECUTE BID/CONTRACT ON BEHALF OF COMPANY**

(A SECOND CORPORATE PRINCIPAL MUST AGREE WITH SIGNATURE AND AUTHORIZATION OF CORPORATE PRINCIPAL WHO SIGNS THE BID/CONTRACT.)

I, _____, certify that I am the _____ of the Corporation named as Contractor herein; that _____, who signed this Bid/Contract on behalf of the Contractor, was then _____ of said Corporation; that said Bid/Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Name: _____ (TYPED OR PRINTED)

Signature: _____

Title: _____

Date: _____

Affix Corporate Seal:

**STATEMENT OF BIDDER'S QUALIFICATIONS
(Prime Contractor)**

ALL QUESTIONS MUST BE ANSWERED AND THE DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE. THIS STATEMENT MUST BE NOTARIZED. IF NECESSARY, ADD SEPARATE SHEETS FOR ITEMS REQUIRING ADDITIONAL EXPLANATION.

FINANCIALS REQUIRED IN ITEM #17, HEREIN, MAY BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "AUDITED FINANCIAL REPORT." IN THE EVENT YOUR BID IS DETERMINED TO BE INCOMPLETE, THE ENVELOPE WILL BE RETURNED TO THE CONTRACTOR UNOPENED.

1. Bidder's Legal Operating Name.
2. Permanent main office address.
3. Date of organization.
4. State of Incorporation.
5. Years engaged in the contracting business under present company name?
6. Listing of current contracts (A schedule, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).
7. List the three (3) most important structures recently completed, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.
8. Listing of all contracts from the past three (3) years. SPHA will choose from this list to check references on past projects. INCLUDE: ¹company/customer name, ²physical address of the property where the contracted work was performed, ³contact name, ⁴contact phone, ⁵contact fax, and ⁶contact e-mail address.
9. General character of work usually performed by company.
10. Failure to complete any work awarded? If yes, where and why?
11. Any default on a contract? If yes, where and why?
12. List company's major equipment available for use on this contract.
13. List company experience in construction work of similarity to this project.
14. Attach resume with background and experience of company's principal members, including officers and proposed construction superintendent.
15. Furnish written evidence of credit available for administration of this contract.

- 16. Provide proof of Florida licensure.
- 17. Submit an audited financial report not more than twelve (12) months old (including a balance sheet and invoice statement).
- 18. Ability, upon request, to: supply a fully detailed and audited financial statement and furnish any other information that may be required by the Housing Authority of the City of St. Petersburg?
- 19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Housing Authority of the City of St. Petersburg in verification of the recitals comprising the Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2_____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

STATE OF _____)ss.

COUNTY OF _____)

_____ being duly sworn deposes and says

that he is _____ of _____

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

Sworn to before me this _____ day of _____, 2_____.

Notary Public

My Commission Expires _____

General Decision Number: FL190081 01/04/2019 FL81 G

Superseded General Decision Number: FL20180124

State: Florida

Construction Type: Residential

County: Pinellas County in Florida. G

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage G of \$10.60 for calendar year 2019 applies to all contracts G subject to the Davis-Bacon Act for which the contract is awarded G (and any solicitation was issued) on or after January 1, 2015. G If this contract is covered by the EO, the contractor must pay G all workers in any classification listed on this wage G determination at least \$10.60 per hour (or the applicable G wage rate listed on this wage determination, if it is higher) G for all hours spent performing on the contract in calendar G year 2019. If this contract is covered by the EO and a G classification considered necessary for performance of work on G the contract does not appear on this wage determination, the G contractor must pay workers in that classification at least G the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, G if it is higher than the conformed wage rate). The EO minimum G wage rate will be adjusted annually. Please note that G this EO applies to the above-mentioned types of contracts G entered into by the federal government that are subject G to the Davis-Bacon Act itself, but it does not apply G to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional G information on contractor requirements and worker protections G under the EO is available at www.dol.gov/whd/govcontracts. G

Modification Number Publication Date G
0 01/04/2019

EN I0925-008 06/01/2013

Rates Fringes G

POWER EQUIPMENT OPERATOR:

Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...\$ 29.61	11.50	G
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.\$ 30.61	11.50	G
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of		G

Any Size; Electric Tower
 Cranes; Hydraulic Cranes
 Rated at 250 Tons or
 Above; and Any Crane
 Equipped with 300 Foot or
 More of Any Boom
 Combination.....\$ 31.61 11.50
 Oiler.....\$ 22.91 11.50

* IRON0397-004 07/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 29.85	15.97

SUFL2009-120 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work....	\$ 11.67	2.25
CEMENT MASON/CONCRETE FINISHER...	\$ 15.63	0.00
DRYWALL FINISHER/TAPER.....	\$ 18.27	0.00
DRYWALL HANGER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 11.98	0.00
FENCE ERECTOR.....	\$ 14.00	0.75
GLAZIER.....	\$ 15.88	0.00
INSULATOR: Batt and Blown.....	\$ 12.41	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25	0.00
IRONWORKER, STRUCTURAL.....	\$ 14.53	0.00
LABORER: Common or General.....	\$ 8.80	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.29	0.00
LABORER: Pipelayer.....	\$ 15.14	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 10.97	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.25	0.00
OPERATOR: Bulldozer.....	\$ 12.67	0.00
OPERATOR: Distributor.....	\$ 11.41	0.00

O ERATOR	Forklift.....	\$ 17.50	0.00
OPERATOR:	Grader/Blade.....	\$ 14.00	0.00
OPERATOR:	Loader.....	\$ 11.50	0.00
OPERATOR:	Roller.....	\$ 10.62	0.00
OPERATOR:	Screed.....	\$ 10.93	0.00
OPERATOR:	Trackhoe.....	\$ 14.81	0.00
OPERATOR:	Tractor.....	\$ 10.20	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....			
		\$ 13.59	0.00
PLASTERER.....		\$ 13.91	0.00
PLUMBER.....		\$ 12.97	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....			
		\$ 15.98	0.00
ROOFER: Metal Roof.....		\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....			
		\$ 14.82	0.00
TILE SETTER.....		\$ 16.00	0.00
TRUCK DRIVER, Includes Dump Truck.....			
		\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....		\$ 12.10	0.00

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

=====
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.

nlis ed classifica ions needed for work no included wi hin 6
the scope of the classifications listed may be added after 6
award only as provided in the labor standards contract clauses 6
(29CFR 5.5 (a) (1) (ii)). 6

----- 6

The body of each wage determination lists the classification 6
and wage rates that have been found to be prevailing for the 6
cited type(s) of construction in the area covered by the wage 6
determination. The classifications are listed in alphabetical 6
order of "identifiers" that indicate whether the particular 6
rate is a union rate (current union negotiated rate for local), 6
a survey rate (weighted average rate) or a union average rate 6
(weighted union average rate). 6

Union Rate Identifiers 6

A four letter classification abbreviation identifier enclosed 6
in dotted lines beginning with characters other than "SU" or 6
"UAVG" denotes that the union classification and rate were 6
prevailing for that classification in the survey. Example: 6
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of 6
the union which prevailed in the survey for this 6
classification, which in this example would be Plumbers. 0198 6
indicates the local union number or district council number 6
where applicable, i.e., Plumbers Local 0198. The next number, 6
005 in the example, is an internal number used in processing 6
the wage determination. 07/01/2014 is the effective date of the 6
most current negotiated rate, which in this example is July 1, 6
2014. 6

Union prevailing wage rates are updated to reflect all rate 6
changes in the collective bargaining agreement (CBA) governing 6
this classification and rate. 6

Survey Rate Identifiers 6

Classifications listed under the "SU" identifier indicate that 6
no one rate prevailed for this classification in the survey and 6
the published rate is derived by computing a weighted average 6
rate based on all the rates reported in the survey for that 6
classification. As this weighted average rate includes all 6
rates reported in the survey, it may include both union and 6
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates 6
the rates are survey rates based on a weighted average 6
calculation of rates and are not majority rates. LA indicates 6
the State of Louisiana. 2012 is the year of survey on which 6
these classifications and rates are based. The next number, 007 6
in the example, is an internal number used in producing the 6
wage determination. 5/13/2014 indicates the survey completion 6
date for the classifications and rates under that identifier. 6

Survey wage rates are not updated and remain in effect until a 6
new survey is conducted. 6

Union Average Rate Identifiers 6

Classification(s) listed under the UAVG identifier indicate 6
that no single majority rate prevailed for those 6
classifications; however, 100% of the data reported for the 6
classifications was union data. EXAMPLE: UAVG-OH-0010

0 /29/201 . 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.

6

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

2 Cons i u ion Avenue, N.W.
Washing on, DC 2 21

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

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END OF GENERAL DECISION

GENERAL CONSTRUCTION NOTES & SPECIAL CONDITIONS

1. THE CONTRACTOR SHALL VISIT THE PROPERTY AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK PRIOR TO BIDDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND EACH OF HIS SUBCONTRACTORS TO REVIEW THE ENTIRE SCOPE OF WORK TO ENSURE COORDINATION OF ALL WORK AFFECTING EACH TRADE. FAILURE TO REVIEW ALL CONTRACT DOCUMENTS FOR APPLICABLE ITEMS OF WORK SHALL NOT RELIEVE THE RESPONSIBLE PARTY FROM PERFORMING ALL WORK REQUIRED.
2. EXISTING CONDITIONS – ALL DIMENSIONS FOR EXISTING CONDITIONS ARE TO BE VERIFIED IN FIELD (V.I.F.) BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS ON THE JOB SITE AND NOTIFY THE OWNER AND ARCHITECT OF DEVIATIONS FROM THE SCOPE OF WORK **PRIOR** TO THE INSTALLATION. ANY DISCREPANCIES IN DIMENSIONS OR SPECIAL MODIFICATIONS REQUIRED DUE TO FIELD CONDITIONS SHALL BE REPORTED IN WRITING TO THE OWNER AND ARCHITECT FOR CLARIFICATION, APPROVAL, OR MODIFICATION **PRIOR** TO COMMENCEMENT OF WORK INVOLVED. THE RESPONSIBILITY FOR ANY CHANGES IN THE FIELD WITHOUT PRIOR NOTIFICATIONS TO THE OWNER SHALL REST WITH THE CONTRACTOR OR ANY PERSON APPROVING SUCH CHANGE.
3. NONSMOKING PROPERTIES – SMOKING IS NOT PERMITTED WITHIN THE BUILDING(S) OR GROUNDS, EXCEPT FOR IN POSTED SMOKING AREAS, IF ANY. CIGARETTE BUTTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. SITE USAGE – USE OF THE SITE FOR ANY CONSTRUCTION STAGING OR OTHER OPERATIONS SHALL BE COORDINATED WITH THE OWNER. TAKE CARE NOT TO BLOCK OR ADVERSELY AFFECT ANY PUBLIC OR ADJACENT OWNER AREAS, OR OTHER AREAS NOT WITHIN THE CONSTRUCTION LIMITS.
5. ON-SITE WORK HOURS – LIMIT WORK TO NORMAL BUSINESS HOURS OF 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE AGREED.
6. CONSTRUCTION START – COMMENCEMENT OF CONSTRUCTION MUST BE WITHIN SEVEN (7) DAYS OF THE NOTICE TO PROCEED DATE. THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO SUBMIT PERFORMANCE AND PAYMENT BOND AND INSURANCE WITH APPROPRIATE ADDITIONAL INSURED COVERAGE PER THIS DOCUMENT; CONSTRUCTION SCHEDULE; LIST OF SUBCONTRACTORS; EXECUTED SECTION 3 PLAN, AND ALL OTHER REQUIRED DOCUMENTS TEN (10) DAYS PRIOR TO THE NOTICE TO PROCEED DATE OR AS REQUESTED BY THE HOUSING AUTHORITY. NOTE: THE CONSTRUCTION SCHEDULE SHOULD BE ITEMIZED AND DETAILED, DEMONSTRATING A LOGICAL, SEQUENTIAL WORK PROCESS WHERE THE OWNER AND/OR TENANTS WILL NOT EXPERIENCE UNNECESSARY DELAYS OR OUTAGES.
7. PERMITS – THE CONTRACTOR SHALL GIVE ALL REQUIRED NOTICES, SECURE ALL PERMITS AND PAY ALL REQUIRED FEES. THE CONTRACTOR IS RESPONSIBLE FOR PERMITTING AND ANY ASSOCIATED FEES.
8. CONSTRUCTION LOG – THE CONTRACTOR WILL MAINTAIN A CONSTRUCTION LOG TO RECORD AT MINIMUM: WORK PROGRESS, SUBCONTRACTORS ON SITE, WEATHER CONDITIONS, MATERIAL DELIVERY, SITE CONDITIONS AND SITE VISITATIONS. COPIES OF LOG ENTRIES

SHOULD ACCOMPANY EACH PAY REQUEST. NON-RECEIPT OF LOGS WITH PAY REQUEST MAY CONSTITUTE AN INCOMPLETE SUBMISSION AND DELAY APPROVALS OF PAY APPLICATIONS.

9. EXIT ACCESS – MAINTAIN FREE, SAFE, AND APPROVED MEANS OF INGRESS AND EGRESS OF PROJECT LOCATION AND ANY OCCUPIED BUILDING(S), AND COMPLY WITH LIMITATIONS ON USE OF PUBLIC STREETS IN ACCORDANCE WITH REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES.
10. STORAGE TRAILERS AND LOCATION OF DUMPSTERS – THERE IS NO ON-SITE VEHICLE, EQUIPMENT OR MATERIAL STORAGE OR DUMPSTERS FOR THE CONTRACTOR'S USE. CONTRACTORS ARE REQUIRED TO PROVIDE THEIR OWN STORAGE AND DUMPING FACILITIES. THE HOUSING AUTHORITY, AT ITS DISCRETION, MAY GRANT PERMISSION FOR THE CONTRACTOR TO PARK STORAGE TRAILERS, EQUIPMENT AND DUMPING CONTAINERS ON SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING REPAIRS TO THE SATISFACTION OF OWNER TO ANY DAMAGED GROUNDS AND/OR PROPERTY OCCURRING FROM SUCH USE BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK.
11. ALL WORK SHALL BE PERFORMED IN A FIRST CLASS, WORKMANLIKE MANNER, MATCHING AND ALIGNING ALL SURFACES, WHERE APPLICABLE, TO ACHIEVE A FINISHED AND CLEAN APPEARANCE. THE CONTRACTOR SHALL CLEAN ALL SURFACES AND REMOVE ALL DIRT AND REFUSE CAUSED BY DEBRIS FROM INSTALLATION TECHNIQUES OF EACH TRADE. ADJACENT EXISTING SURFACES SHALL BE LEFT AS THEY APPEARED PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT.
12. THE GENERAL CONTRACTOR SHALL REPAIR AND RESTORE TO ORIGINAL ALL NEW WORK AND EXISTING IMPROVEMENTS THAT MAY HAVE BEEN DAMAGED AS A RESULT OF WORK INCLUDED IN THIS CONTRACT. THIS INCLUDES, BUT IS NOT LIMITED TO, EXISTING IRRIGATION, ELECTRICAL CONDUITS, DRAINAGE, AND WATER/SEWER LINES.
13. CLEANING DURING CONSTRUCTION:
 - A. OVERSEE CLEANING AND ENSURE THAT BUILDING GROUNDS ARE FREE FROM ACCUMULATION OF WASTE MATERIALS AND RUBBISH **DAILY**.
 - B. REMOVE WASTE MATERIALS, RUBBISH, AND DEBRIS DAILY FROM THE SITE AND LEGALLY DISPOSE OF IT AT PUBLIC OR PRIVATE DUMPING AREAS, LANDFILLS OR INCINERATORS, OFF THE JOB SITE AND ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
 - C. FURTHER, REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
 - D. DO NOT BURN WASTE MATERIALS.
 - E. THE CONTRACTOR SHALL ARRANGE WITH THE HOUSING AUTHORITY SUITABLE LOCATIONS FOR STORAGE OF MATERIALS ON SITE, INCLUDING ANY ITEMS THAT ARE TO BE SALVAGED, RECYCLED OR OTHERWISE REUSED.
14. FINAL CLEANUP – IN ADDITION TO THE GENERAL BROOM CLEANING, DO THE FOLLOWING FINAL CLEANING AT COMPLETION OF WORK (FOR ALL TRADES) USING ONLY CLEANING MATERIAL RECOMMENDED BY MANUFACTURER OF SURFACES TO BE CLEANED AND ONLY ON SURFACES RECOMMENDED BY CLEANING MATERIAL MANUFACTURER.
 - A. REMOVE ALL MARKS, STAINS, FINGERPRINTS, AND OTHER SOIL AND/OR DIRT FROM ALL PAINTED, DECORATED, & STAINED SURFACES.

- B. CLEAN AND POLISH ALL HARDWARE AND TRIM FOR ALL TRADES, INCLUDING REMOVAL OF ALL STAINS, DUST, ETC., UPON COMPLETION OF PROJECT.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONDITIONS AT THE JOB SITE SO AS TO MEET THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.) DURING THE ENTIRE CONSTRUCTION PERIOD. THIS PROVISION SHALL COVER THE CONTRACTOR'S EMPLOYEES AND ALL OTHER PERSONS WORKING UPON OR VISITING THE SITE. THE CONTRACTOR SHALL ADVISE AND INFORM HIS EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS OF ALL O.S.H.A. REQUIREMENTS.
- 16. ALL GENERAL CONTRACTORS ARE RESPONSIBLE TO SEE THAT ALL SUB-CONTRACTORS HAVE OBTAINED THEIR CONTRACTOR AND CITY LICENSES, PROPER INSURANCE AND W-9 TAX ID NUMBERS.
- 17. DAVIS BACON – WEEKLY PAYROLL MUST BE SUBMITTED TO THE HOUSING AUTHORITY FOR ALL TRADES ON ANY JOB THAT IS SUBJECT TO DAVIS BACON. THIS INCLUDES WEEKS FOR WHICH NO WORK OCCURRED AS LONG AS THAT TRADE/SUB-CONTRACTOR IS WORKING ON THE PROJECT.

REQUIRED FORM – SIGN & RETURN

NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR

STATE OF _____

COUNTY OF _____

(COMPANY NAME)

being first duly sworn, disposes and says:

That

(A PARTNER OR OFFICER OR LEGALLY RECOGNIZED REPRESENTATIVE)

is the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to secure any advantage against the St. Petersburg Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

BY: _____

TITLE: _____

Subscribed and sworn before me this _____ day of _____,
20____.

STATE OF

NOTARY PUBLIC

My commission expires _____, 20_____.

Personally Known OR

Produced Identification _____
(TYPE OF IDENTIFICATION)

REQUIRED FORM

**CONSTRUCTION CONTRACTOR'S CERTIFICATION OF RECORD OF
PREVIOUS PARTICPATION IN FEDERAL, STATE OR LOCAL GOVERNMENT
FUNDED CONTRACTS**

I, _____, as, _____ of the firm of _____ (the "Firm") do hereby certify that for the period beginning ten (10) years prior to the date of this certification, the Firm, its principals, officers, partners, and current employees:

- Have not been suspended, debarred or otherwise restricted by a Department or Agency of the Federal Government, State Government, Local Governmental or other governmental entity from doing business with such Department, Agency or entity; and
- Have not been suspended, debarred or otherwise restricted by a Department or Agency of the Federal Government, State Government, Local Governmental or other governmental entity from doing business with such Department, Agency or entity under another firm, name, business name, alias, fictitious name, or any other entity; and
- Have no unresolved findings raised as a result of U.S. Department of Housing and Urban Development (HUD) audits, management reviews or other Governmental investigations concerning the Firm; and
- There has not been a suspension or termination of payments under any HUD contract in which the Firm had a legal or beneficial interest attributable to Firm fault or negligence; and
- Have not defaulted on any obligation covered by a surety or performance bond; and
- Are not participants in any Federal Government, State Government, Local Government or other governmental entity projects this date on which construction has stopped for a period in excess of 20 days, or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with appropriate entity; and
- Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

REQUIRED FORM

- Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in statement above; and
- As representative of the Firm, all the names of the parties known to me to be principals in this project in which Firm proposes to participate are listed on the attached Form, Schedule A; and, no principals or identities of interest are concealed or omitted; and
- Are not members of Congress, or otherwise prohibited or limited by law from contracting with the Government of the United States of America.

“Principals,” for the purposes of this certification, means officers, directors, owners, partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____ (TYPED OR PRINTED)

Title: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

STATE OF

NOTARY PUBLIC

My commission expires _____, 20_____.

Personally Known OR

Produced Identification _____
(TYPE OF IDENTIFICATION)



**AGREEMENT BETWEEN
ST PETERSBURG HOUSING AUTHORITY
AND ABCXYZ FAKE COMPANY
FOR MISCELLANEOUS RENOVATIONS OF 4 APARTMENT COMPLEXES
SPHA Contract #19-001 {Construction/Repair}**

THIS AGREEMENT is made by this **TBD** of **Feb 2019** by and between the Housing Authority of the City of St. Petersburg, also known as the **St. Petersburg Housing Authority**, a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 2001 Gandy Blvd. North, St. Petersburg, Florida 33702 (hereinafter referred to as "SPHA") and ABCXYZ Fake Company, a Florida For Profit Corporation with its principal business offices located at 2001 Gandy Blvd N, St. Petersburg, Florida 33701, (hereafter referred to as "Contractor") (the "Agreement" or "Contract").

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

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all the equipment, materials and labor to perform all the work as described in the specifications in **Invitation for Bid (IFB) #19-001** for the scope of work (See Exhibit "A" attached) at **various** Apartments, attached hereto as Part A and in Contractor's Proposal attached hereto as Part B, considered part of the Contract (also referred to as "Work").

ARTICLE 2. TOTAL CONTRACT PRICE. The SPHA shall pay the Contractor for the performance of the **Work**, in current funds for a firm fixed fee not to exceed **Zero Thousand Dollars (\$0.00)** per annum.

Payment. SPHA will pay Contractor upon SPHA's receipt and approval of Contractor's invoices or pay applications. Such approval must meet the following conditions:

- a. The contractor's request is consistent with the PHA-approved schedule of amounts for contract payments;
- b. The request does not include the amount to be retained by the PHA under the contract;
- c. The work covered by the payment has been performed in accordance with the construction documents;
- d. The form HUD-51000 or AIA, has been properly executed and all applicable supporting documentation submitted; and
- e. The contractor has submitted all required reports, such as payroll reports. The PHA shall retain the original form HUD-51000 or AIA form and any applicable supporting documentation for its file;

and, having been acceptably completed, SPHA will pay Contractor for services as listed in Contractor's bid attached hereto as Part B.

The Total Contract Price will be paid in the following installments:

Pay app #1, mobilization (perhaps materials); subsequent draws to be determined; retainage of 10% (with lien releases submitted); release of retainage of 5% at substantial completion; final pay app after final release of lien, punch completion to SPHA satisfaction, and close-out documents (including as-builts and warranty submittals) received.

F.S. § 218.70 et. seq. shall govern the payment terms of this Contract. Any inconsistency between the terms of this Contract and the requirements of F.S. § 218.70 et. seq. shall be resolved in favor of this Contract to the maximum extent allowed by the terms of F.S. § 218.70 et. seq.

Draw schedule is by completion of specific tasks or completion of work or percentage with retainage amount of 10% held by SPHA.

Change Orders. Change orders will not be considered for Contractor mistakes in their bid. The Changes clause contained in forms HUD-5370, 5370-C and 5370-EZ (whichever is applicable), prescribes the specific circumstances in which a change order may be issued. All change orders must be within the scope of the contract.

Change orders/modifications should include at least the following: a detailed description of the proposed change in work, a reference to the applicable working drawings and specifications, when applicable, a price (credit, debit, or no change) for the change in contract work, estimate of additional time, if any, required to complete the work, the contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors, and the change indicated on the architectural or engineering drawings, if applicable.

The overhead and profit allowed on all changes shall be 5% overhead and 10% profit for work performed by the Contractor. For work performed by a subcontractor, the overhead and profit shall be 10% overhead and profit for the subcontractor and 5% overhead and profit for the Contractor.

Change order credits owed to SPHA for work not performed by the Contractor or subcontractor should include taxes and profit associated with the product/service.

The Final Payment. Balance to be paid upon approved completion of final punch list which will be paid within thirty (30) business days after submitting a complete and proper final invoice or pay application and all Work outlined in the specifications, scope and contractual documents is completed by the Contractor and inspected by an authorized Owners representative. Final payment will only be made after all contracted items are completed to Owners satisfaction and warranty letter/documents have been submitted. The final punch list (which shall consist of all items necessary to render a complete, satisfactory and acceptable completion of the services required to be provided by the Contract) will be jointly prepared by the Contractor and the Owner or their authorized representatives within fifteen (15) business days after Substantial Completion.

Partial Release of Lien. Contractor must submit Partial Release of Lien Forms releasing **St. Petersburg Housing Authority** and the Owner, and must be filled out by all Contractors, subcontractors, and/or suppliers on the Partial Release of Lien Form. A Notarized Partial Release of Lien form for each invoice/pay application through the date of each invoice/pay application will be submitted to the Owner's representative by the Contractor, at the time of each payment.

Unconditional Final Release of Lien. Contractor must submit Unconditional Release of Lien Forms releasing **St. Petersburg Housing Authority** and the Owner, and must be filled out by all Contractors, subcontractors, and/or suppliers. A Notarized Unconditional Release of Lien Form for the final invoice will be submitted to the Owner's representative by the Contractor at the time of final payment.

Invoice Policy. All invoices concerning this Contract will list the property as the payor and shall be addressed to **St. Petersburg Housing Authority, 2001 Gandy Blvd N, St. Petersburg, FL 33702, Attention: Pamela Hobbs** and **submitted by email** to invoices@stpeteha.org. All invoices will include the **Contract Solicitation Name** and **Contract Number**. All invoices will be paid within thirty (30) business days of a complete and proper invoice being submitted to the Owner, provided all conditions to payment otherwise set forth in this Contract have been timely fulfilled. Contractor shall invoice Owner on a monthly basis.

Pay Applications. Contractor shall submit pay applications per the agreed terms specified in the draw schedule within this Contract. All pay applications will list the property as the payor and shall be submitted to **St. Petersburg Housing Authority, 2001 Gandy Blvd N, St. Petersburg, FL 33702, Attention: Pamela Hobbs**. All pay applications will include the **Contract Solicitation Name** and **Contract Number**. SPHA may, at its discretion, direct Contractor in writing to submit pay applications to the architect of record for the project for prior approval. In such instance, the architect of record for the project will forward any such approved pay applications to the SPHA.

ARTICLE 3. TERM. Services provided by Contractor hereunder shall commence upon execution of this Contract, issuance of a Notice to Proceed, or the receipt of necessary permits, whichever is later. Work will be completed in **ninety calendar days (90)**. Permit delays due to Contractor negligence in securing them in a timely manner negates an extension of term.

ARTICLE 4. LIQUIDATED DAMAGES. If Contractor fails to achieve substantial completion of the Work or any portion thereof, on or before the applicable Anticipated Substantial Completion date (as defined in Exhibit A, Notice to Proceed, HUD documents, et al), or fails to meet any other milestone set forth in the Progress Schedule, unless due to cause of force majeure, Contractor shall pay the Owner, as liquidated delay damages only the sum of **\$250** for each calendar day that substantial completion or other milestone is delayed after the applicable Anticipated Substantial Completion date or milestone date. It is agreed that such liquidated damages to the Owner are not considered a penalty, are a reasonable forecast of the just compensation for the prejudice that would occur as a result of the Contractor's delay, and it is further agreed that the actual losses and prejudice to be suffered by the Owner are very difficult, if not impossible, to accurately estimate. All liquidated damages due under this provision shall bear interest from the date of demand until paid, at the maximum lawful rate provided by law.

ARTICLE 5. COSTS OF ENFORCEMENT. Upon any breach of any terms of this Contract by Contractor, in addition to any other rights or remedies granted to Owner hereunder, Contractor shall pay all costs and expenses of Owner (including, without limitation, arbitration fees, court costs to enforce the arbitration award and reasonable counsel's fees and disbursements and reasonable fees and costs of paralegals) incurred in attempting to enforce the terms of this Contract against Contractor. Owner may deduct such costs and expenses from any sums owed to the Contractor hereunder. The terms of this Section 5 shall survive any termination of this Contract.

ARTICLE 6. INSPECTION. Contractor shall advise the Owner in sufficient time prior to beginning each phase of Work to facilitate the inspection without delay of Work. Inspections by Manufacturer, **St. Petersburg Housing Authority**, and/or Owner do not relieve the Contractor of its responsibility under this Contract. Final inspection will be performed by a **St. Petersburg Housing Authority** representative and the Owner accompanied by the Contractor's representative. Owner will receive all warranty information and any unfinished items must be completed before the release of final payment. The Contractor shall, without charge, replace or correct work found by the Owner not to conform to contract requirements, unless the Owner decides that it is in its interest to accept the Work with an appropriate adjustment in the Contract Price. If the Contractor does not promptly replace or correct rejected Work, the Owner may (i) by contract or otherwise, replace or correct the Work and charge the cost to the Contractor, or (ii) terminate for default this Contract and the Contractor's right to proceed. If any Work requiring inspection is covered up without approval of the Owner, Contractor must, at the request of the Owner, uncover the same at the Contractor's cost.

ARTICLE 7. W-9 FORM. Contractor must provide a copy of their W-9 form to the SPHA prior to commencement of work.

ARTICLE 8. VENUE AND JURISDICTION. In the event that a cause of action arises, either at law or in equity, from or in reference to this Agreement (including those documents incorporated by reference and attached hereto) both parties agree that such action shall be filed and pursued only in the appropriate state or federal court located in the City of St. Petersburg, Pinellas County, Florida, or the nearest venue thereto if not located directly as specified herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 9. INSURANCE. Contractor agrees to provide insurance certifications as stated in **clause 36 (a) (2) and (3)** of the **General Conditions for Construction Contracts** within the **IFB #19-001 Miscellaneous Renovations of 4 Apartment Complexes** document. Prior to commencement of Work, Contractor shall furnish and maintain, at its own expense, until completion and final acceptance of Work, an insurance certificate covering Workers' Compensation, Comprehensive General Liability, and Automobile Liability. Contractor maintains that it presently has in effect insurance for protection from claims under Workers' Compensation Acts and other Employee Benefit Acts which are applicable, claims for damages because of bodily injury, including death, and from claims which may arise out of or result from Contractor operations by employees or a subcontractor or anyone directly employed by any of them. The coverage amounts for insurance policies are clearly specified in the solicitation and appropriate HUD documents. Contractor shall have its insurance company execute a Certificate of Insurance form, showing that the above insurance is in force, to St. Petersburg Housing Authority, prior to commencement of work. Waiver of subrogation required for all lines of coverage. Wording for Certificates of Insurance is to be as follows:

Certificate Holder:

St. Petersburg Housing Authority
2001 Gandy Blvd N
St. Petersburg, FL 33702

St. Petersburg Housing Authority and their respective affiliates are named as Additional Insured's on the general liability and automobile liability policies with respect to *property name* located in St. Petersburg, Florida.

Should the insurance lapse or terminate, Contractor agrees to acquire new coverage within ten (10) days of such lapse or termination. Contractor's Certificate of Insurance naming SPHA as "additional insured" is attached hereto as Part C.

ARTICLE 10. CONTRACTOR'S RESPONSIBILITY. Contractor shall supervise and direct the Work to be performed under this Contract using the Contractor's best skill and attention.

ARTICLE 11. LABOR, MATERIALS, ETC. Contractor shall be responsible for and provide for labor, materials, equipment, tools, machinery and/or any other facilities/services necessary for the proper completion of terms of this Contract. Under no circumstances will Contractor utilize any of the aforementioned items belonging to the Owner.

ARTICLE 12. LICENSES. Contractor shall be duly licensed to conduct business under the law of the applicable jurisdictions. Contractor shall forward copies of all licenses and permits to the **St. Petersburg Housing Authority.**

ARTICLE 13. HOLD HARMLESS. Contractor shall assume the defense of, and indemnify, save and hold harmless, the Owner, and all of their officers, directors, agents, representative and employees, from all claims, liability, loss, damage, or injuries of every kind, nature, and description, directly or indirectly, including reasonable attorney's fees, resulting from the performance or failure to perform the Work by Contractor or its employees, representative, or other agents, or in any way arising out of this Contract irrespective of whether fault is basis of the liability or claim, and irrespective of any act, or omission, or conduct of Owner, Owner's Representative, Contractor, or Subcontractor, their officers or employees. The parties acknowledge receipt of separate and valuable consideration for the undertaking of this indemnity obligation. This provision shall survive the expiration or early termination of this Contract.

ARTICLE 14. FAIR HOUSING POLICY AND INDEMNIFICATION. Contractor acknowledges and understands that Manager and Owner are housing providers and managers that must comply with and operate within the requirements of federal, state, and local fair housing laws. Manager and Owner do not discriminate against any person on the basis of color, religion, sex, handicap, familial status, or national origin.

Sexual harassment is a form of discrimination that violates fair housing laws. Manager and Owner do not tolerate sexual harassment of residents or employees.

Contractor agrees to comply with all federal, state, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this Contract.

Contractor shall indemnify, defend, and hold harmless Manager and Owner, its owners and managers, and their respective partners, directors, employees, servants, agents, representatives and affiliates against any and all claims, liabilities, demands, actions, suits, damages, losses, injuries, costs, and expenses (including without limitation, reasonable attorney's fees) caused by the Contractor's acts or omissions in violation of any applicable federal, state, or local fair housing law.

ARTICLE 15. TERMINATION. SPHA shall have the right to terminate this Contract, with or without cause in accordance with the **General Conditions for Construction Contracts**, attached hereto as Part E.

ARTICLE 16. TIME FRAME OF COMPLETION. Contractor reserves the right to stop Work under this Contract at any time Owner fails to make payments on a timely basis as described in this Contract hereof after written notice is provided to the Owner and seven (7) additional cure days since the notice was received by the Owner.

ARTICLE 17. WARRANTY. In addition to any specific warranty set forth in the Scope of Work, the Contractor warrants that the Work conforms to the requirements of this Contract 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 (1) year from the date of Final Acceptance of the Work by the Owner. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect, or any damage to the Owner's property when the damage is the result of either the Contractor's failure to conform to the requirements set forth in this Contract or any defects of equipment, material, workmanship or design furnished by the Contractor.

ARTICLE 18. NO DUTY EXCEPT AS EXPRESSLY STATED. There shall be no duty owed by either party to this Agreement except those that are expressly stated herein. This is the entire agreement of the parties and there are no other agreements between them except as contained in this Contract. Any modifications to this Contract shall not be valid or effective unless in writing and signed by the parties hereto.

ARTICLE 19. RETENTION OF RECORDS. Contractor agrees to the retention of all records pertinent to this Agreement for three (3) years after SPHA makes final payment hereunder.

ARTICLE 20. PERSONNEL. A list of personnel who shall be employed by Contractor to perform the services described herein were named in Contractor's Bid dated TBD, attached hereto as Part B. Any substitutions for named personnel, sub-contractors and/or other substitutions shall be subject to SPHA review and approval. Contractor shall not terminate and replace approved personnel and/or sub-Contractors without adequate notification to SPHA. Contractor will state in its subcontracts that the subcontracts are assignable to SPHA at SPHA's discretion. Contractor will not employ or otherwise incur an obligation to pay other specialists or experts for services in connection with services herein without prior approval of the SPHA. All other specialists or experts shall be the responsibility of and supervised by Contractor.

Subcontractors. The Contractor shall submit a complete list of any Work that he proposes to subcontract and the proposed subcontractors. The Owner reserves the right to reject any proposed subcontractor.

ARTICLE 21. REPRESENTATIONS, WARRANTIES AND SPECIAL CONDITIONS. In connection with the execution of this Agreement, the Contractor warrants and represents:

That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement including the attachments and exhibits hereto, and that it understands the nature of the services required hereunder;

That, except for those representations, statements, or promises expressly contained in this Agreement, and any exhibits or attachments hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by SPHA, its officials, agents, or employees, to induce the Contractor to enter into this Agreement or has been relied upon by the Contractor;

That the Contractor and, to the best of its knowledge, its subcontractors, if any, are not in violation of any applicable laws of the State of Florida;

That the Contractor acknowledges that SPHA in its selection of the Contractor to perform the services hereunder materially relied upon the Contractor's supplied information to select it for the performance of these services;

The Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement;

That it is financially solvent, that it and each of its employees, agents, contractor or any of them is competent to perform the services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

That no officer, agent, or employee of SPHA is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by SPHA and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the Contractor or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order of goods or equipment; and the Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to SPHA;

That the Contractor shall not knowingly use the services of any ineligible subcontractor or consultant for any purpose in the performance of its services under this Agreement;

That the Contractor and its subcontractor, if any, are not in default at the time of the execution of this Agreement, or deemed to have, within ten (10) years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by SPHA or HUD, and/or discharged by SPHA or HUD from its employment in the past ten (10) years;

That the Agreement is feasible to perform in accordance with all of its provisions and requirements and the Contractor can and shall perform, or cause to be performed, the services in accordance with the provisions and requirements of this Agreement.

ARTICLE 22. SECTION AND OTHER HEADINGS. Section, paragraph and other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

ARTICLE 23. BINDING EFFECT. This Contract is binding upon the parties, heirs and their successors and assigns.

ARTICLE 24. CLEAN-UP. Contractor shall, at its own cost and expense, (1) remove, clean and secure all job related waste from Work area on a daily basis; (2) Dispose of all materials in accordance with all Federal, State, Local and OSHA guidelines.

ARTICLE 25. SAFETY. Contractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is Contractor's responsibility. Contractor and all subcontractors and employees thereof shall comply with applicable requirements issued pursuant to the Occupational Safety and Health Act of 1970, as amended and all other

applicable health and safety rules applicable to the Work, including, without limitation, the regulations and standards issued by the Secretary of Labor.

Contractor shall be held liable for all loss, cost, and other expenses attributable to any acts or omissions by Contractor, subcontractors, or employees resulting from any failure to comply with health and safety requirements including, but not limited to, any fines, penalties, or cost of corrective measures.

ARTICLE 26. CODE OF ETHICS. This Contract is genuine and not collusive or a sham. The person, Partnership, Company or Corporation named above has not colluded, conspired, connived or agreed directly or indirectly with any Person, Firm, or Corporation to do any of the following:

1. Put in a sham proposal.
2. Restrain or refrain other such Person, Partnership, Company or Corporation from bidding on this Project.
3. Has not in any manner directly or indirectly sought by agreement to communicate or conference with another Person, Partnership, Company or Corporation to fix prices of said proposal with any other bidder, Person, Firm or Corporation submitting a bid proposal on this Project.
4. To secure an unfair advantage with or against the Owner or Contractor.
5. Has not directly or indirectly submitted a proposal or any other content thereof or divulged information or data relative thereto to any Association or to any member or agent thereof.
6. Pay commissions, gifts, fees or gratuities to any Person or Corporation which is not disclosed in this Bid Proposal.

The undersigned acknowledges this affidavit is given to induce the service for scope of work and to consider the attached proposal and that the statements and information set forth in this affidavit will constitute a material inducement for the acceptance of such proposal.

ARTICLE 27. TAXES. Contractor accepts exclusive liability for any and all sales tax, use tax, value-added tax, gross receipts tax, or associated costs which are legally enacted, or which may be assessed, against materials, equipment or labor used in its Work.

ARTICLE 28. RESPONSIBILITY. The Contractor's responsibility under this Contract will terminate when all work has been completed, the final inspection made, and the Work accepted by Owner. At such time Contractor will be released from further obligation except for the indemnification provisions of this Contract and the warranties specified elsewhere in this Contract.

ARTICLE 29. BUSINESS DOCUMENTS. To the extent applicable, the Contractor shall provide copies of business licenses, applicable permits, its latest articles of incorporation, by-laws and resolutions, and evidence of its authority to do business in the State of Florida, including, without limitation, registration as a foreign corporation or registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Florida, at the request of SPHA at any time during the term of this Contract.

ARTICLE 30. DAVIS BACON. Davis Bacon wage rates are applicable to this Work. The wage rate currently in effect is attached hereto as **Part G**. All laborers and mechanics employed under this Contract in the construction or development of the project(s) involved will be paid

unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions 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 for this Work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contractor must mail or deliver all such original payrolls on a weekly basis to the SPHA personnel identified during the Pre-Construction Meeting.

ARTICLE 31. SECTION 3. Section 3 applies to this Work. Contractor hereby agrees to comply with the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and SPHA's approved Section 3 Plan. Contractor has four (4) ways to fulfill their Section 3 compliance, listed in the Solicitation for this Work.

ARTICLE 32. SUBMITTALS. Contractor must submit manufacturer's specification data on all products to be used, including maintenance information, MSDS information, and sample guarantees from manufacturer and Contractor, soils test report, and other reports as may be required by Contractor or any other agency having jurisdiction over the Work being performed under this Contract. No substitutions of products shall be made by Contractor without the written consent of SPHA's CEO, Chief Operating Officer, Chief of Programs or Procurement Officer.

ARTICLE 33. PROHIBITION AGAINST LIENS. The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. If, and in the event that, a lien is placed on the Owner's property it shall constitute an event of default under this Contract and the Owner shall be entitled to the relief provided in Article 36.

ARTICLE 34. CONTRACT MODIFICATIONS. Any change order or Contract modification must be in writing signed by both the Owner and the Contractor.

ARTICLE 35. SUSPENSION OF WORK. The Owner may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for the period of time Owner determines appropriate for the convenience of Owner. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Owner, 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 paragraph for any suspension, delay or interruption to the extent the performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor.

ARTICLE 36. DEFAULT. If the Contractor refuses or fails to prosecute the Work, or any separate part thereof, with the diligence that will insure its completion within the milestones set forth in the Progress Schedule and/or by the Anticipated Substantial Completion date (as defined in Exhibit A), or fails to complete the Work within these times or fails to comply with any terms of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract and may take possession of and use any materials or equipment on the work site necessary for completing the Work. The Contractor (and its sureties, if applicable) shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the Work within the specified time or due to the Owner's default under this Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any

increased costs incurred by the Owner in completing the Work. In such event, the indemnities set forth in this Contract shall remain in full force and effect.

ARTICLE 37. TERMINATION FOR CONVENIENCE. The Owner may terminate this Contract in whole, or in part, whenever the Owner determines that such termination is in the best interest of the Owner. 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 is terminated, and the date upon which such termination becomes effective. If the performance of the Work is terminated, either in whole or in part, the Owner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (i) the total cost of the Work performed to date of termination less the total amount of payments made to the Contractor; (ii) 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 Owner to the Contractor, (iii) the cost of preserving and protecting the Work already performed until the Owner takes possession thereof or assumes responsibility thereof, (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Owner and (v) an amount constituting a reasonable profit on the value of the Work performed by the Contractor.

ARTICLE 38. 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 Owner under this Contract may be assigned to a bank or other financial institution, with the written consent of the Owner.

ARTICLE 39. AGREEMENT/CONTRACT DOCUMENTS. This Agreement shall consist of the following component parts, the terms and conditions of which being binding upon the Contractor regardless of whether the Contractor is referenced as the Proposer, Successful Proposer, Bidder/Offeror or Contractor, as if fully set forth in this Contract:

This Instrument and;

- Part A. SPHA **Miscellaneous Renovations of 4 Apartment Complexes, IFB 19-001**, and all exhibits and addenda thereto
- Part B. Contractor's Proposal dated **TBD** and **Bid Bond**
- Part C. Contractor's Certificate of Insurance
- Part D. Notice to Proceed
- Part E. General Conditions for Construction Contracts (**HUD Form 5370**)
- Part F. **Payment & Performance Bond**
- Part G. Davis Bacon Wage Rate Determination, **#FL190081** dated **01/04/19**.

In the event of a conflict between the General Conditions for Construction Contracts (HUD Form 5370) and any part of this Agreement, the General Conditions will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in **THREE (3)** original counterparts as of the day and year first above written.

SIGNED this **TBD** day of **February 2019**.

(SPHA)
ST. PETERSBURG
HOUSING AUTHORITY

(Contractor)
ABCXYZ FAKE COMPANY

BY: _____

BY: _____

NAME: Tony L. Love
TITLE: Chief Executive Officer

NAME: Principal's Name
TITLE: Principal's Title

BUSINESS ADDRESS:
2001 Gandy Blvd. North
St. Petersburg, FL 33702

BUSINESS ADDRESS:
2001 Gandy Blvd N
St. Petersburg, FL 33702

WITNESS:

WITNESS:

SAMPLE

REQUIRED FORM

SPHA Form

SMALL DISADVANTAGED BUSINESS (SDB)
 MINORITY BUSINESS ENTERPRISE (MBE)
 WOMEN OWNED SMALL BUSINESS (WOSB)
 UTILIZATION SUMMARY

Description of work: Miscellaneous Renovations of 4 Apartment Complexes Project # 19-001

Base Bid.....\$ _____

Total SDB, MBE, WOSB Goal.....\$ _____

Certified Contractor's or Subcontractor's Name & Address	SDB	MBE	WOSB	Trade	Telephone Number	Dollar Amount

Total Dollar Amount Achieved for SDB , MBE , WOSB Goal \$ _____

SDB , MBE , WOSB Percentage of Base Bid Achieved ___ (Percentage may be rounded to the nearest tenth %) _____%

Note: If the Utilization Summary Form does not indicate that the goal has been met, then the prime contractor must include with its payment/draw request to THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG all documentation of good faith effort to comply with Paragraph 38 of the General Conditions of the Contract for Construction.

Certified True and Correct by _____
 CONTRACTOR/LEGAL REPRESENTATIVE TITLE DATE

- ◆ "Small Disadvantaged Business," is a small business that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or stockholders. One or more disadvantaged individuals must also control the management and daily operations.
- ◆ "Minority Business Enterprise," is 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: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
- ◆ "Women Owned Small Business," means a small business that is at least 51 percent owned by a woman or women who are U.S. Citizens. The woman or women must also control the management and daily operations of the business.

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

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

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

For the business entity as applicable:

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

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

- Attach list of subcontracted Section 3 business(es) and subcontract amount

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

- List of all current full-time employees List of employees claiming Section 3 status
 PHA/IHA Residential lease less than 3 years from day of employment Other evidence of Section 3 status less than 3 years from date of employment
 Resident Self-Certification Form (to be completed by Section 3 resident employee)

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

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

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

Date: _____

REQUIRED FORM

SECTION 3 COMPLIANCE STATEMENT

NAME OF PRIME CONTRACTOR: _____
SOLICITATION (IFB/RFP/QSP) OR PURCHASE ORDER #: IFB #17-006
TITLE OF SOLICITATION: SPHA #17-006, Jordan Park Sr Village Door Replacements & Misc. Repairs

SPHA Office use only
CONTRACT #: IFB #17-006 DATE: _____

THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

I. Employment and Training of the Housing Authority of the City of St. Petersburg's Public Housing Residents and Low and Very Low Income Area Residents.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Statement along with its Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established the Section 3 Opportunities Plan completed by the Contractor throughout the contract period. For any goal not met, the report shall identify any other economic opportunities which the contractor has provided, or intends to provide to SPHA and neighborhood residents.

The failure of the Contractor to comply with the approved Section 3 Opportunities Plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract must complete this Section 3 Contract Compliance Statement and submit all relevant information required herein. A prime contractor may satisfy the SPHA Resident Hiring Requirements directly or through its' subcontractors. Please complete the Labor Survey in Section II of Section 3 Opportunities Plan in the following columns:

- 1) indicate job titles for all phases of this contract; and/or other permanent positions in your company
2) the number of positions which will be needed in each category
3) indicate
(a) how many of those positions are currently filled
(b) the number filled by SPHA's Public Housing residents (includes Jordan Park, Clearview Park, Romaine, Gateway Place, Disston Place and Sunset Oaks residents)
(c) the number filled by neighborhood residents (excludes Jordan Park, Clearview Park, Romaine, Gateway Place, Disston Place and Sunset Oaks residents)
4) how may positions need to be filled
indicate your goal for the number of positions you intend to fill with
(a) SPHA's Section 3 Residents
(b) Low and very low income area residents

NOTE: The minimum number of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with qualified low-income persons (earning less than 80% of the median income in the City of St. Petersburg and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq.; as amended.

II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES [] CHECK BOX IF A LETTER IS INCLUDED

If contractor plans to subcontract with a Section 3 Business Concern, please provide details in a one (1) page letter on your company's letterhead the following:

- 1) Indicate the total dollar amount of the subcontract(s) with Section 3 business concerns.
2) A statement of the type of building trade, and a description of the work to be performed, including the dollar amount for each.
3) A description of the method used to locate Section 3 Business Concerns to advise them of subcontracting opportunities.

Acknowledged by:

(President or Authorized Officer)

Date: _____

REQUIRED FORM

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of the St. Petersburg Housing Authority's Public Housing Residents and Low and Very Low Income Neighborhood Residents

I. Estimate your Section 3 compliance amount.

Enter total estimated cost for labor: \$ _____
 Multiply by 10% x _____ 10%
 Total estimated Section 3 compliance amount equals: \$ _____

II. Opportunities Plan: The Contractor hereby agrees to comply with the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and SPHA's approved Section 3 Plan. There are four (4) ways to fulfill your Section 3 compliance, listed in order of preference.

A. Contracting/subcontracting with a Section 3 Business: The Contractor is a Section 3 Business Concern; and/or commits to subcontracting with a Section 3 Business Concern. Contractor has identified (check one): 1) ___ Section 3 resident-**owned** business(es); and/or 2) ___ business(es) that employs Section 3 Residents comprising 30% or more of its total workforce. Contractor will subcontract with said Section 3 Business Concern(s) or is willing to contract with a Section 3 Business Concern to be identified prior to contract award to comply with _____% of its Section 3 compliance requirements (Option 1).

B. Hire Section 3 Residents/Participants: The Contractor hereby submits this document to identify employment opportunities for SPHA public housing residents and/or low and very low income area residents, during the term of the contract between the Contractor and SPHA. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under IFB #17-006. The Contractor has committed to employ the following in order to comply with _____% of its Section 3 requirements (Option 2).

1) Labor Survey: List all job titles and the number of employees that are needed, or are already employed by contractor. EXAMPLE: In the example below, six (6) Laborer positions are needed by the Contractor for the job. There are five (5) current employees, one of which is a Low Income Area Resident. The hiring goal for this job title is one (1) Housing Authority resident or one (1) Low Income Area Resident.

SOLICITATION TITLE: JP Sr Village Door Replacements & Misc Repairs					SOLICITATION NUMBER: #17-006		
(1) JOB TITLE	NUMBER OF POSITIONS				HIRING GOAL		
	(2) NEEDED	(3) FILLED			(4) TO BE FILLED	AND/OR	
		(a) TOTAL	(b) SPHAR	(c) LVIAR		(a) By SPHAR	(b) By LVIAR
EXAMPLE: For example purposes only Laborer	6	4	0	1	1	1	1

SPHAR = St. Petersburg Housing Authority Resident
 LVIAR = Low and Very Low Income Area Resident

2) Identify Section 3 residents currently employed by Contractor: If you added any numbers under "Number of Positions (3) Filled", "b" or "c" columns on page 1, identify each current employee/Section 3 resident, below.

Section 3 Resident Employee Information (Jobs to be filled by SPHAR and LVIAR)

JOB TITLE	SPHAR OR LVIAR NAME	ADDRESS	SOCIAL SECURITY NUMBER

SPHAR = St. Petersburg Housing Authority Resident
LVIAR = Low and Very Low Income Area Resident

C. Provide certified training to Section 3 Residents. Identify the Contractor's training opportunities to be provided:

Training Area/Job Title	# of Training Hours provided	Type: Classroom (CRT) On-The-Job (OTJ) Both (BOTH)	Paid/Unpaid	Dollar Value of Training	Comments

D. Contribute to SPHA's Training/Educational Fund for resident training and education.
SPHA has established a resident training fund that is used to provide education, training and job-readiness skills to residents.

III. SUMMARY: COMPLETION OF THIS SECTION IS REQUIRED. Please check the Option(s) that describe your compliance efforts:

- Option 1: Subcontract with Section 3 Business(es) - ___%**
- Option 2: Hire Section 3 residents/participants - ___%**
- Option 3: I have a training program in place and am willing to train _____ residents - ___%**
- Option 4: Contribute to SPHA's training/educational fund for resident training - ___%**

In the event I am awarded the contract for a construction project, I have the option to submit my check in the compliance amount at the start of the contract date or allow SPHA to deduct payment from my draw requests (compliance amount is based upon the labor dollars of the contract award).

You may comply by choosing one or all options. Remember your compliance must be equal to 100%.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

CONTRACTOR'S SIGNATURE: _____

DATE: _____

CONTRACTOR'S PRINTED NAME: _____

TITLE: _____



Use and return this form ONLY if Contractor or Subcontractor is self-certifying.

Self-Certification of Eligibility for Section 3 Resident Status

Economic Opportunities for Low – and Very Low-Income Persons

Section 3 is a Housing and Urban Development (HUD) requirement designed to ensure that the HUD funds invested in housing and community development activities also provide employment opportunities for low-income people.

The following information is needed to determine Section 3 Resident eligibility. Please respond to the following questions.

- Yes
No

• Do you currently reside in the City of St. Petersburg? Yes No

 - My current address is (street address, city, state and zip code):

- Yes
No

• Are you a current resident of any St. Petersburg Housing Authority Property? Yes No
- If so, which one? _____
- The total number of individuals in my family (all family members currently living in my household, including myself) is _____.
- Yes
No

• Is the income from all sources for your household over the last 12 months under the amounts listed below for the number of people in your household?

FY 2016 Income Limits Summary as set by HUD

1 household member	2 household member	3 household member	4 household member	5 household member	6 household member	7 household member	8+ household member
\$33,150	\$37,900	\$42,650	\$47,350	\$51,150	\$54,950	\$58,750	\$62,550

I, _____, have answered all of the above questions truthfully. I understand that the information above may require verification. I agree to provide documents verifying this information and authorize my employer to release information required by the Housing Authority to verify my status as a "Section 3 Resident".

ATTENTION

Chapter 414.39 of the Florida Statutes makes it a crime, punishable by fine up to \$50,000 or imprisonment for up to five (5) years, or both, if an applicant deliberately makes a false statement about his or her income in order to gain an employment preference based on Section 3 eligibility.

SIGNATURE

DATE

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 20____ by _____ (name of person acknowledging) who is personally known by me or who has produced _____ (type of identification) as identification.

State of Florida
County of _____

NOTARY PUBLIC
Printed: _____
My commission expires _____, 20_____.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **THE ST. PETERSBURG HOUSING AUTHORITY**

by _____
(NAME) (TITLE)

for _____
(COMPANY NAME)

whose business address is:

(ADDRESS) (CITY) (STATE) (ZIP CODE)

and (if applicable) its Federal Employer Identification Number (FEIN) is

(FEIN)

If the entity has no FEIN, the Social Security Number of the individual signing this sworn statement is:

(SOCIAL SECURITY NUMBER)

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 bid 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, including, but not limited to, any bid 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, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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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 to 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:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 bids or applies to bid 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 [Indicate which statement applies].

_____ Neither the entity submitting this sworn statement, nor any of its 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 a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity

REQUIRED FORM

has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I understand that the submission of this form to the Contracting Officer for the Public Entity identified in Paragraph 1 (one) above is for the Public Entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category 2 (one) of any change in the information contained in this form.

SIGNATURE TITLE

Subscribed and sworn before me this _____ day of _____,
20_____.

STATE OF NOTARY PUBLIC

My commission expires _____, 20_____.

Personally Known OR

Produced Identification _____
(TYPE OF IDENTIFICATION)