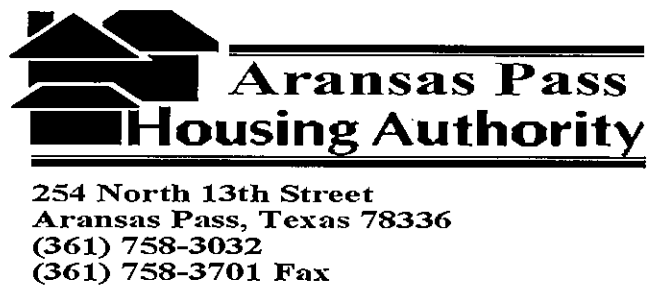


**PROJECT SPECIFICATIONS AND DRAWINGS
FOR
ARANSAS PASS HOUSING AUTHORITY STORM
RENOVATIONS**

OWNER:



CONTRACT NO. B19-001

BOARD OF COMMISSIONERS:

**RUDY ABREGO
VICKIE TORRES
LUPE TORRES
DWIGHT D. ROSS**

**CHAIRPERSON
VICE-CHAIRPERSON
COMMISSIONER
COMMISSIONER**

GARY ALLSUP

CHIEF EXECUTIVE OFFICER

**ISSUE DATE: APRIL 16, 2019
DEADLINE DATE: MAY 15, 2019 BY 2:00 P.M. LOCAL TIME**

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Section I – Solicitation & Sample Contract



254 North 13th Street
Aransas Pass, Texas 78336
(361) 758-3032
(361) 758-3701 Fax

INVITATION FOR BID (IFB) No. B19-001

Aransas Pass Housing Authority Storm Renovations

DATE: April 16, 2019

CONTACT NAME: All questions shall be sent in writing via e-mail to: procurement@hacc.org.

One (1) original and one (1) copy of the Sealed Bids are due on **Wednesday, May 15, 2019, at 2:00 p.m.** Deliver or hand carry to the Aransas Pass Housing Authority, 254 N. 13th, Aransas Pass, TX 78336 (Front Window). Sealed Bids must be stamped with the date and time of receipt.

NOTES TO ALL CONTRACTORS:

1. Contract award is contingent on receiving FEMA funding.
2. Contractors shall hold their Bid prices for at least 120 days from the Bid opening date.
3. A non-mandatory pre-bid conference is scheduled for Wednesday, April 30, 2019 at 2:00pm, 254 N. 13th, Aransas Pass, TX 78336.

Brian Bray C.P.M.
Vice-President of Procurement

Signature and submission of this Bid shall serve as evidence that the Contractor understands and agrees to all conditions of the Invitation For Bids - IFB B19-001.

Company Name

Printed Name and Title of Authorized Representative

Signature

Address

Phone Number

E-Mail Address

Date

**INVITATION FOR BIDS (IFB) No. B19-001,
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1.0 AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful bidder(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 **Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 120 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 1.7 **Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking bids from qualified and licensed entities to provide the Agency with the following detailed services:

- 2.1 **Required Construction Services.** The successful bidder (a/k/a herein as "the Contractor") will provide all material and labor to complete the construction work detailed herein and within the Project Specifications and Drawings.
- 2.2 **Contractor Responsibilities.**
 - 2.2.1 **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

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- 2.2.2 Communication.** The Architect shall be the primary on-site point of contact for the Contractor pertaining to this work. The Agency has retained an Architect to assist the Agency by making periodic site visits and inspections. The Contractor shall be free to converse and communicate with the Architect during or between such visits; however, all requests for changes or decisions shall be submitted to the Architect and approved by the Executive Director after receipt and consideration of written request from the Architect. The Agency anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible.
- 2.2.3 Contract End Items.** Upon completion of the project the Contractor must submit the following:
- 2.2.3.1** A separate payment request for the retainage;
 - 2.2.3.2** A one-year warranty letter from the Contractor;
 - 2.2.3.3** Consent of Surety to Final Payment;
 - 2.2.3.4** Contractor's Affidavit of Release of Liens;
 - 2.2.3.5** Contractor's Certificate and Release; and
 - 2.2.3.6** As-built's.
- 2.2.4 Debris.** The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).
- 2.2.4.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
 - 2.2.4.2** The Contractor must examine the work area and determine any unsuitable work condition.
 - 2.2.4.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
 - 2.2.4.4 Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

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- 2.2.4.4.1 form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments*; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—the typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
 - 2.2.4.4.2 form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment* (Attached hereto);
 - 2.2.4.4.3 form HUD-51002 (1/2014), *Schedule of Change Orders* (Attached hereto);
 - 2.2.4.4.4 form HUD-5372(1/2014), *Construction Progress Schedule* (Attached hereto); and
 - 2.2.4.4.5 All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form HUD-WH-347 (Dec./2008), *Payroll* (Attached hereto).
 - 2.2.4.4.6 **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.
- 2.2.4.5 **Review and Approval.** The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:
- 2.2.4.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;
 - 2.2.4.5.2 As further detailed within the preceding Section 2.2.4.4.6 herein, the total of the request for

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payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

2.2.4.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;

2.2.4.5.4 The AIA document has been properly executed on all applicable supporting documentation submitted; and

2.2.4.5.5 The Contractor has submitted all required reports such as payroll reports.

2.2.4.6 **Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original AIA documents or Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

2.2.5 **Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.

2.2.6 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Texas.

2.2.7 **Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. Screened safety barriers must be provided around work areas.

2.2.8 **Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four hour basis, not just during the normal work hours.

2.2.9 **Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the

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responsibility of the Contractor to secure and maintain such items during the term of the work.

- 2.2.10 Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed form issued by the Agency, and the Agency anticipates that the Contractor will fully complete all work thereunder within 550 consecutive calendar days from said date.
- 2.2.11 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for access and egress.
- 2.2.12 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.2.13 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, or any applicable Federal Agency.
- 3. Davis Bacon Federal Wage Rates.** As detailed within 24 CFR 85.36(h)(5), the Contractor is required to pay Davis-Bacon wage rates (for all "construction contracts in excess of \$2,000"). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within.. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).
- 4. Bonds.** As this solicitation pertains to public works or construction, the bonds that are required include:
- 4.1 Bid Bond.** The 5% bid bond or guarantee shall be included in the bid package submitted by each bidder. This bond ensures that if awarded the contract, the bidder will accept

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and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 4.2 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 4.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 4.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Texas and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 4.5 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though,

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at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:

- 4.6 Inadequate Surety.** If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.
- 4.7 Bid Submission.** All bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal, and one exact copy shall be placed unfolded in a sealed package and addressed to:

Aransas Pass Housing Authority
Attn: Brian Bray, VP of Procurement
254 N. 13th Street
Aransas Pass, TX 78336

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

- 4.7.1 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. Each prospective bidder agrees to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

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- 4.7.2 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.10 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 4.8 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 4.8.1 Addendums.** Unless otherwise instructed herein, all questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.
- 4.9 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 4.9.1 Within 24 CFR 85.36(e) it states:**
- 4.9.1.1 (e)** Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

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

4.9.1.3 (2) Affirmative steps shall include:

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

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

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

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

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

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

4.9.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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

4.9.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of

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

4.9.3 Within our Agency Procurement Policy it states that our Agency will:

4.9.3.1 Assistance to Small and Other Business, Required Efforts:

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

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

5.0 BID EVALUATION.

5.1 Public Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369, the Agency reserves the right to, as determined by the Agency, "waive informalities or minor irregularities in bids received." Bids will be available for inspection by the public after the award has been completed.

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

5.2 Responsive Evaluation. After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

5.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency

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determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

5.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

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

6.0 CONTRACT AWARD.

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

6.1.1 By completing, executing and submitting a Bid, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

6.2.1 **Contract Form.** The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form. However, the Agency will during the IFB process (*prior to the posted question deadline*) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

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- 6.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 6.2.3 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 6.3 Contract Period.** The executed contract will be in place for the period of 550 consecutive days from the date of the Notice to Proceed (though some stated provisions will extend through the noted warranty period).
- 6.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:
- 6.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 6.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$5,000;
- 6.4.3 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 6.4.4 City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas.

**INVITATION FOR BIDS (IFB) No. B19-001,
ARANSAS PASS HOUSING AUTHORITY STORM RENOVATIONS**

6.4.5 Profile of Firm Form. The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT CERTIFICATES WITHIN THE BID SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).

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

6.6 Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.

7. Forms Included by Reference:

7.1 The following forms are included by reference and have full force and effect on the procurement action including subsequent contract. Contractors are responsible for viewing the forms and being familiar with the terms and conditions. Where indicated, forms need to be completed and returned with the Bid submission.

HUD-5370 - General Conditions of the Contract for Construction

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

Note: Owner will insert \$500.00/Day for Liquid Damages in Paragraph 33(a)

HUD-92554M - Supplementary Conditions of the Contract for Construction

<https://www.hud.gov/sites/dfiles/OCHCO/documents/92554m.pdf>

HUD-4010 - Federal Labor Standard Provisions

<https://www.hud.gov/sites/documents/UPDATED4010.PDF>

Davis-Bacon Wage Rate Determination for San Patricio County - Residential

<https://www.wdol.gov/wdol/scafiles/davisbacon/TX20.dvb?v=0>

HUD-92010 Equal Employment Opportunity Certification

<https://www.hud.gov/sites/documents/92010.PDF>

Note: Must be filled out and returned with bid submission.

AIA Document G702, Application for Payment

AIA Document G703, Continuation Sheet

HUD-5372 Construction Progress Schedule or Critical Path

<https://www.hud.gov/sites/documents/5372.docx>

Disclosure of Lobbying Activities, Standard Form LLL

<https://eca.state.gov/files/bureau/sflll.pdf>

Note: Must be filled out and returned with bid submission.

**INVITATION FOR BIDS (IFB) No. B19-001,
ARANSAS PASS HOUSING AUTHORITY STORM RENOVATIONS**



FORM OF BID

Invitation for Bid (IFB) #B19-001

To The Aransas Pass Housing Authority
254 N. 13th Street
Aransas Pass, Texas 78336

Gentlemen:

1. The undersigned is familiar with local conditions affecting the cost of the work, and with the Specifications and Drawings, and Contract provisions as prepared by Dykema Architects hereby proposes to furnish all labor, materials, equipment, machinery, permits and services including utility and transportation services required to complete the Aransas Pass Housing Authority Storm Renovations all in accordance therewith, for the sum of:

The Total Base Bid with the project to be completed within **550** consecutive days from the date of the Notice to Proceed for all work indicated in the plans and specifications.

Total Base Bid Proposal

_____ Dollars
(\$ _____)

Bidders shall also provide a detailed cost breakdown per unit for all work identified in the Specifications and Drawings.

Payment will be based on the percentage of work complete during a one-month period.

A ten percent (10%) retainage will be held on each payment request. A separate payment for the retainage will be required at the completion of the project.

**INVITATION FOR BIDS (IFB) No. B19-001,
ARANSAS PASS HOUSING AUTHORITY STORM RENOVATIONS**

2. In submitting this bid, it is understood that the right is served by the Aransas Pass Housing Authority to reject any and all bids. Upon written notice of acceptance, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within (10) days after the contract is presented to him for signature.

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

(Contractor Name)

Authorized Representative:

(Print Name)

(Title)

By: _____
(Signature)



254 North 13th Street
Aransas Pass, Texas 78336
(361) 758-3032
(361) 758-3701 Fax

FORM OF BID

Invitation for Bid (IFB) #B19-001

To The Aransas Pass Housing Authority
254 N. 13th Street
Aransas Pass, Texas 78336

Gentlemen:

1. The undersigned is familiar with local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment bond or Bonds, the General Conditions, the Additional Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by Dykema Architects hereby proposes to furnish all labor, materials, equipment, machinery, permits and services including utility and transportation services required to complete the Aransas Pass Housing Authority Storm Renovations all in accordance therewith, for the sum of:

The Total Base Bid with the project to be completed within 550 consecutive days from the date of the Notice to Proceed for all work indicated in the plans and specifications.

Total Base Bid Proposal

_____ Dollars
(\$ _____)

Payment will be based on the percentage of work complete during a one-month period.

A ten percent (10%) retainage will be held on each payment request. A separate payment for the retainage will be required at the completion of the project.

2. In submitting this bid, it is understood that the right is served by the Aransas Pass Housing Authority to reject any and all bids. Upon written notice of acceptance, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within (10) days after the contract is presented to him for signature.

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

Date: _____, 20____. _____
(Name of Bidder)

Official Address:

By _____

Title _____

FORM OF BID 2 OF 2

Aransas Pass Housing Authority - Sample Contract
Contract No. ##### - Project Name

INTRODUCTION

This contract by and between the Aransas Pass Housing Authority (hereinafter "the Agency"), and _____, (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2019.

Services pursuant to this contract shall begin on the _____ day of _____, 2019, and shall end 550 days after issuance of Notice to Proceed, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions.

- 1.1 Contracting Officer (CO).** The Agency Contracting Officer is the Chief Executive Officer (CEO) or designee.
- 1.2 Housing Authority.** Any reference herein or within any Appendix to the "Housing Authority" or the "HA" shall be interpreted to mean the same as the Agency.

2.0 Services and Payment.

- 2.1 Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities.
- 2.2 Provisions of any and all Work.** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed request from the authorized Agency representative.
- 2.3 Cost/Value of Services.**

- 2.3.1 Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$ _____

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

Aransas Pass Housing Authority - Sample Contract
Contract No. ##### - Project Name

- 2.4 **Renewal Options.** There are no renewal options.
- 2.5 **Time Performance.** The Contractor shall complete all work within 550 days of receiving a Notice To Proceed.
- 2.6 **Billing Method.**
- 2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed payment application for work previously performed to:
- Aransas Pass Housing Authority
Attention: Accounts Payable
254 N 13th Street, Aransas Pass, TX 78336
- 2.6.2 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.
- 3.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:
- 3.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.
- 3.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.
- 3.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 3.4 **Insurance Requirements.**
- 3.4.1 **Indemnity.** The complete indemnity requirements are detailed within Section 10.19 herein.
- 3.4.2 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
- 3.4.2.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under

Aransas Pass Housing Authority - Sample Contract
Contract No. ##### - Project Name

said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with maximum deductible amount of \$5,000;

- 3.4.2.2 **Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.
- 3.4.2.3 **Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.
- 3.4.2.4 **Certificates/Endorsements.** The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Aransas Pass Housing Authority
Attention: Chief Executive Officer
254 13th Street, Aransas Pass, TX 78336

- 3.5 **Licensing.** The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 3.6 **Financial Viability and Regulatory Compliance.**
 - 3.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
 - 3.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.
 - 3.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of

Aransas Pass Housing Authority - Sample Contract
Contract No. ##### - Project Name

the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

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

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

4. **Modification.** This contract shall not be modified, revised, amended or extended except by written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right).

5.0 **Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

6.0 **Applicable Laws.**

6.1 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

6.2 **Jurisdiction of Law.** The laws of the State of Texas shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Nueces County, Texas is the appropriate forum for any action relating

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to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

7.0 Notices and Reports.

7.1 All notices, and reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

Aransas Pass Housing Authority
Attention: Chief Executive Officer
254 13th Street, Aransas Pass, TX 78336

or, if appropriate, e-mailed to: apha@cableone.net.

7.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

Contractor
Attn: Contractor
Address
City, State Zip Code
Phone:
Email:

8.0 Disputed Billings (Charges).

8.1 Procedures: In addition to the procedures detailed within Clause No. 31 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts, Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

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

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

8.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either:

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- 8.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Texas;
- 8.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Texas;
- 8.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Texas.

8.1.4 The decision from arbitration will be binding upon both parties. If the decision is averse to the Agency, the Agency shall pay the Agency's receipt of the decision. If the decision is in favor of the Agency, the Contractor will either:

- 8.1.4.1 Clear the amount which is ordered from the Agency account; or
- 8.1.4.2 Repay to the Agency the amount ordered.
- 8.1.4.3 Either option shall be completed within 10 days after the Contractor's receipt of the arbitrator's decision.

9.0 24 CFR 85.36(i), *Procurement*. Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:

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

- 9.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Clause No. 32 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 9.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance.

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

- 9.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 9.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document that was issued as a part of the IFB.
- 9.2 **Termination for Cause and Convenience.** As detailed within Clauses No. 32 and No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, attached hereto.
- 9.3 **Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 9.4 **Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 9.5 **Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 9.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

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- 9.7 **Reporting.** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 9.8 **Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 9.9 **Copy Rights/Rights in Data.** In addition to any requirements that may be contained within Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, attached hereto, the Agency has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:
- 9.9.1 Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 9.9.2 The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 9.9.3 For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.
- 9.9.4 The Contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.
- 9.9.5 The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered

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Contract No. ##### - Project Name

under this contract are improperly marked, the Agency may either return the data to the Contractor, or cancel or ignore the markings.

- 9.9.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.
- 9.9.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 9.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 9.10 **Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 9.11 **Record Retention.** Both parties hereby guarantee retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- 9.12 **Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 9.13 **Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained

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in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.0 Additional Considerations.

10.1 Right of Joinder.

10.1.1 Any political subdivision within the State of Texas (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the contract documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

10.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

10.2 Non-Escalation. Unless otherwise specified, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

10.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

10.3.1 Funding is not available;

10.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

10.3.3 The Agency's requirements in good faith change after award of the contract.

10.4 Local, State, and/or Federal Permits. Unless otherwise stated, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the Agency or the contractor, shall be the sole responsibility of the Contractor.

10.5 Taxes. All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

10.6 Government Standards. It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code,

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law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

10.7 Freight on Bill and Delivery. All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the documents of the contract.

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

10.8 Backorders.

10.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

10.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

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

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

10.11 Subcontractors. Unless otherwise stated, the Contractor may not use any subcontractors to accomplish any portion of the services described within the contract documents without the prior written permission of the CO.

10.12 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to

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comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

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

10.14 Independent Contractor. Unless otherwise stated, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

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

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

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

10.18 Limitation of Liability. In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

10.19 Indemnification.

10.19.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Texas Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

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- 10.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 10.19.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.
- 10.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.
- 10.20 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 10.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 10.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 10.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

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subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.21 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

- 10.21.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 10.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 10.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 10.21.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 10.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).**
- 10.21.6 HUD Information Bulletin 909-23** which is the following:
 - 10.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;**
 - 10.21.6.2 Clean Air and Water Certification; and,**
 - 10.21.6.3 Energy Policy and Conversation Act.**
- 10.21.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

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10.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

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

11.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

11.1 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.

11.2 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.

11.3 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.

11.4 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

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or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 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.

11.6 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.

11.7 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).

12.0 Appendices.

12.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

12.1.1 Contract Appendix No. 1. form HUD-5370 (1/2014), *General Conditions for Construction Contracts-Public Housing Programs*;

12.1.2 Contract Appendix No. 2. HUD-92554M (Rev. 06/14), *Supplementary Conditions of the Contract for Construction*;

12.1.3 Contract Appendix No. 3. Form HUD-4010 (06/2009), *Federal Labor Standards Provisions*;

12.1.4 Contract Appendix No. 4. Davis-Bacon General Wage Decision No. TX160020, dated 01/08/2016.

12.1.5 Contract Appendix No. 5. The Section 3 Plan;

12.1.6 Contract Appendix No. 6. form HUD-92010 (3/2006), *Equal Employment Opportunity Certification*;

12.1.7 Contract Appendix No. 7. AIA Document G703, *Continuation Sheet (please include with G702)*

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INTRODUCTION

This contract by and between the Aransas Pass Housing Authority (hereinafter "the Agency"), and _____, (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2019.

Services pursuant to this contract shall begin on the _____ day of _____, 2019, and shall end 550 days after issuance of Notice to Proceed, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions.

- 1.1 **Contracting Officer (CO).** The Agency Contracting Officer is the Chief Executive Officer (CEO) or designee.
- 1.2 **Housing Authority.** Any reference herein or within any Appendix to the "Housing Authority" or the "HA" shall be interpreted to mean the same as the Agency.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities.
- 2.2 **Provisions of any and all Work.** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed request from the authorized Agency representative.
- 2.3 **Cost/Value of Services.**

- 2.3.1 **Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$ _____

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

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- 2.4 **Renewal Options.** There are no renewal options.
- 2.5 **Time Performance.** The Contractor shall complete all work within 550 days of receiving a Notice To Proceed.
- 2.6 **Billing Method.**

- 2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed payment application for work previously performed to:

Aransas Pass Housing Authority
Attention: Accounts Payable
254 N 13th Street, Aransas Pass, TX 78336

- 2.6.2 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

- 3.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

- 3.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.
- 3.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.
- 3.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 3.4 **Insurance Requirements.**
- 3.4.1 **Indemnity.** The complete indemnity requirements are detailed within Section 10.19 herein.
- 3.4.2 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
- 3.4.2.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under

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said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with maximum deductible amount of \$5,000;

- 3.4.2.2 **Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.
- 3.4.2.3 **Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.
- 3.4.2.4 **Certificates/Endorsements.** The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Aransas Pass Housing Authority
Attention: Chief Executive Officer
254 13th Street, Aransas Pass, TX 78336

- 3.5 **Licensing.** The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 3.6 **Financial Viability and Regulatory Compliance.**
 - 3.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
 - 3.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.
 - 3.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of

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the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

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

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

4. **Modification.** This contract shall not be modified, revised, amended or extended except by written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right).

5.0 **Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

6.0 **Applicable Laws.**

6.1 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

6.2 **Jurisdiction of Law.** The laws of the State of Texas shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Nueces County, Texas is the appropriate forum for any action relating

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to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

7.0 Notices and Reports.

7.1 All notices, and reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

Aransas Pass Housing Authority
Attention: Chief Executive Officer
254 13th Street, Aransas Pass, TX 78336

or, if appropriate, e-mailed to: apha@cableone.net.

7.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

Contractor
Attn: Contractor
Address
City, State Zip Code
Phone:
Email:

8.0 Disputed Billings (Charges).

8.1 **Procedures:** In addition to the procedures detailed within Clause No. 31 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts, Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

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

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

8.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either:

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- 8.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Texas;
- 8.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Texas;
- 8.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Texas.

8.1.4 The decision from arbitration will be binding upon both parties. If the decision is averse to the Agency, the Agency shall pay the Agency's receipt of the decision. If the decision is in favor of the Agency, the Contractor will either:

- 8.1.4.1 Clear the amount which is ordered from the Agency account; or
- 8.1.4.2 Repay to the Agency the amount ordered.
- 8.1.4.3 Either option shall be completed within 10 days after the Contractor's receipt of the arbitrator's decision.

9.0 24 CFR 85.36(i), *Procurement*. Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:

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

- 9.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Clause No. 32 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 9.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance.

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

- 9.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 9.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document that was issued as a part of the IFB.
- 9.2 **Termination for Cause and Convenience.** As detailed within Clauses No. 32 and No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, attached hereto.
- 9.3 **Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 9.4 **Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 9.5 **Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 9.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

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- 9.7 **Reporting.** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 9.8 **Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 9.9 **Copy Rights/Rights in Data.** In addition to any requirements that may be contained within Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public Housing Programs*, attached hereto, the Agency has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:
- 9.9.1 Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 9.9.2 The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 9.9.3 For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.
- 9.9.4 The Contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.
- 9.9.5 The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered

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under this contract are improperly marked, the Agency may either return the data to the Contractor, or cancel or ignore the markings.

- 9.9.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.
- 9.9.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 9.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 9.10 **Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 9.11 **Record Retention.** Both parties hereby guarantee retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- 9.12 **Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 9.13 **Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained

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in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.0 Additional Considerations.

10.1 Right of Joinder.

10.1.1 Any political subdivision within the State of Texas (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the contract documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

10.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

10.2 Non-Escalation. Unless otherwise specified, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

10.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

10.3.1 Funding is not available;

10.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

10.3.3 The Agency's requirements in good faith change after award of the contract.

10.4 Local, State, and/or Federal Permits. Unless otherwise stated, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the Agency or the contractor, shall be the sole responsibility of the Contractor.

10.5 Taxes. All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

10.6 Government Standards. It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code,

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law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

10.7 Freight on Bill and Delivery. All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the documents of the contract.

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

10.8 Backorders.

10.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

10.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

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

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

10.11 Subcontractors. Unless otherwise stated, the Contractor may not use any subcontractors to accomplish any portion of the services described within the contract documents without the prior written permission of the CO.

10.12 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to

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comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

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

10.14 Independent Contractor. Unless otherwise stated, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

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

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

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

10.18 Limitation of Liability. In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

10.19 Indemnification.

10.19.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Texas Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

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10.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

10.19.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

10.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

10.20 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

10.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

10.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

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subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.21 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

- 10.21.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 10.21.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 10.21.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 10.21.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 10.21.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 10.21.6** HUD Information Bulletin 909-23 which is the following:
 - 10.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 10.21.6.2** Clean Air and Water Certification; and,
 - 10.21.6.3** Energy Policy and Conversation Act.
- 10.21.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

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- 10.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 10.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

11.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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

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or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 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.

11.6 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.

11.7 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).

12.0 Appendices.

12.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

12.1.1 Contract Appendix No. 1. form HUD-5370 (1/2014), *General Conditions for Construction Contracts-Public Housing Programs*;

12.1.2 Contract Appendix No. 2. HUD-92554M (Rev. 06/14), *Supplementary Conditions of the Contract for Construction*;

12.1.3 Contract Appendix No. 3. Form HUD-4010 (06/2009), *Federal Labor Standards Provisions*;

12.1.4 Contract Appendix No. 4. Davis-Bacon General Wage Decision No. TX160020, dated 01/08/2016.

12.1.5 Contract Appendix No. 5. The Section 3 Plan;

12.1.6 Contract Appendix No. 6. form HUD-92010 (3/2006), *Equal Employment Opportunity Certification*;

12.1.7 Contract Appendix No. 7. AIA Document G703, *Continuation Sheet (please include with G702)*

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12.1.8 Contract Appendix No. 8. AIA Document G702, *Application and Certification for Payment*;

12.1.9 Contract Appendix No. 9. form HUD-5372 (1/2014), *Construction Progress Schedule or Critical Path*;

12.1.10 Contract Appendix No. 10. form HUD-WH-347 (Dec./2008), *Payroll*;

12.1.11 Contract Appendix No. 11. *Payment and Performance Bonds*;

12.1.12 Contract Appendix No. 12. *Scope of Services*;

12.1.13 Contract Appendix No. 13. (HUD-50071)

12.1.14 Contract Appendix No. 14. (Disclosure of Lobbying)

12.1.15 Contract Appendix No. 15. (Additional FEMA Provisions)

12.2 **Order of Precedence.** Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

13.0 **CERTIFICATIONS.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Contractor Name:

By: _____ Date: _____
Print Name

Aransas Pass Housing Authority:

By: _____ Date: _____
Gary Allsup, Contracting Officer

Appendix No. 15
CORPUS CHRISTI HOUSING AUTHORITY & AFFILIATES
Additional FEMA Provisions

1. Access to Records.

- a. The Contractor agrees to provide Corpus Christi Housing Authority, Procurement, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and recorders of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work to be completed under the contract.

2. DHS Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials with specific FEMA preapproval.

3. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

4. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

5. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Section II – Background/General Scope

BACKGROUND:

Aransas Pass Housing Authority has three (3) properties located within ½ a mile from each other starting with the 100 address and adjacent to that is the 200 address which is off 13th street. The 300 address property is south of Wheeler of 13th street. The properties were all built in or around the early 1970's. They are all stick frame with brick veneer with some siding. The 100 property consist of twenty-nine (29) tenant buildings. The 200 property consist of nine (9) buildings and the 300 property consist of nineteen (19) buildings.

GENERAL SCOPE OF WORK:

This rehab project will consist of ninety-one (91) units that must be brought back up to standards and code requirements. The units vary in scope of work from make ready status to a complete build back of gutted units as indicated on blueprints. The rehab will include but not limited to replacement of sheetrock, insulation, tape, float, texture, paint, carpentry work, baseboards, trim work, plumbing fixtures, electrical devices, floor tile, counter tops, cabinets, int/ext doors, window panes, bathroom accessories, a/c grilles, vents and other items as needed it. **It will be the sole responsibility of the General Contractor to field verify all measurements and pertinent information stated in Project Specifications and Drawings including working Blueprints.**

Section III – Technical Specifications

1833/Aransas Pass Housing Renovations

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Section 01010 - Summary of Work
Section 01039 - Coordination and Meetings
Section 01300 - Submittals
Section 01400 - Quality Control
Section 01500 - Construction Facilities and Temporary Controls
Section 01600 - Materials and Equipment
Section 01700 - Contract Closeout

DIVISION 2 - SITEWORK

Section 02072 - Selective Demolition

DIVISION 3 - CONCRETE - NOT USED

DIVISION 4 - UNIT MASONRY

Section 04200 - Unit Masonry

DIVISION 5 - METALS - NOT USED

DIVISION 6 - WOOD AND PLASTICS

Section 06114 - Wood Blocking
Section 06200 - Rough and Finish Carpentry
Section 06410 - Kitchen Cabinetwork
Section 06613 - Cultured Marble

DIVISION 7 - THERMAL & MOISTURE PROTECTION

Section 07213 - Batt Insulation
Section 07901 - Joint Sealants

DIVISION 8 - WINDOWS AND DOORS

Section 08111 - Standard Steel Doors
Section 08112 - Standard Steel Frames
Section 08211 - Flush Wood Doors
Section 08710 - Door Hardware

1833/Aransas Pass Housing Renovations

DIVISION 9 - FINISHES

Section 09255 - Gypsum Board Assemblies

Section 09300 - Tile

Section 09660 - Resilient Tile Flooring

Section 09900 - Painting

DIVISION 10 - SPECIALTIES

Section 10800 - Toilet and Bath Accessories

DIVISION 11 - RESIDENTIAL APPLIANCES - NOT USED

DIVISION 12 – FURNISHINGS

Section 12500 - Window Treatment

DIVISION 13 - SPECIAL STRUCTURES - NOT USED

DIVISION 14 - CONVEYING EQUIPMENT - NOT USED

DIVISION 15 - MECHANICAL

Section 15400 - Plumbing

DIVISION 16 - ELECTRICAL

Section 16000 - Electrical

END OF TABLE OF CONTENTS

1833/Aransas Pass Housing Renovations

SECTION 01010 - SUMMARY OF WORK

1.1. SECTION SCOPE

- A. Work by Owner
- B. Contractor Use of Site and Premises
- C. Materials
- D. Description of Project
- E. Owner Occupancy

1.2. WORK BY OWNER

- A. Relocating residents
- B. Providing certain items indicated "Provided by owner".

1.3. CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner continued use of existing surrounding / adjacent facilities.

1.4. MATERIALS

- A. Asbestos Containing Building Materials
 - 1. Products, components, materials or other elements of construction used in this project are to be asbestos-free, including all mastics, glues and adhesives.

1.6. OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- B. Schedule the Work to accommodate this requirement.

END OF SECTION 01010

1833/Aransas Pass Housing Renovations

SECTION 01039 - COORDINATION AND MEETINGS

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Coordination.
- 1.2. Cutting and patching.
- 1.3. Preconstruction conference.
- 1.4. Progress meetings.

2. COORDINATION

2.1. Coordinate scheduling, submittals and Work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

2.2. Coordinate space requirements and installation of mechanical and electrical work (if included) which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

2.3. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.

2.4. After Owner's full re-occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

3. CUTTING AND PATCHING

3.1. Employ skilled and experienced installer to perform cutting and patching.

- 3.2. Submit written request in advance of cutting or altering elements which affects:
- a. Structural integrity of element.
 - b. Integrity of weather-exposed or moisture-resistant elements.
 - c. Efficiency, maintenance or safety of element.
 - d. Visual qualities of sight-exposed elements.
 - e. Work of Owner or separate contractor.

3.3. Execute cutting, fitting and patching including excavation and fill, to complete Work, and to:

- a. Fit the several parts together, to integrate with other Work.

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- b. Uncover Work to install or correct ill-timed Work.
 - 1. Remove and replace defective and non-conforming Work.
 - c. Remove samples of installed Work for testing.
 - d. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- 3.4. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- 3.5. Cut rigid materials using masonry saw or core drill.
- 3.6. Restore Work with new products in accordance with requirements of Contract documents.
- 3.7. Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- 3.8. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
- 3.9. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- 3.10. Identify any hazardous substance or condition exposed during the work to the Architect / Engineer for decision or remedy.

4. PRECONSTRUCTION CONFERENCE

- 4.1. Owner will schedule a conference after Notice of Award.
- 4.2. Attendance Required: Owner, Architect / Engineer, Contractor and major Subcontractors.
- 4.3. Agenda:
- a. Distribution of contract Documents.
 - b. Submission of list of Subcontractors, list of products, Schedule of Values and Progress Schedule.
 - c. Designation of personnel representing the parties in Contract, and the Architect / Engineer.
 - d. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - e. Scheduling.

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5. PROGRESS MEETINGS

5.1 Schedule and administer meetings throughout progress of the Work, if and as determined by the Architect or Owner. **(Note: Housing Authority conducts regular weekly morning progress meetings during the full time of the contract.)**

END OF SECTION 01039

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SECTION 01300 - SUBMITTALS

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Submittal procedures.
- 1.2. Construction progress schedules.
- 1.3. Shop drawings.
- 1.4. Product data.
- 1.5. Samples.
- 1.6. Manufacturers' instructions.
- 1.7. Manufacturers' certificates.
- 1.8. Schedule of values.
- 1.9. Windstorm Certification

2. RELATED SECTIONS

- 2.1. Section 01400 - Quality Control: Manufactures' field services and reports.
- 2.2. Section 01700 - Contract Closeout: Contract warranty and manufacturers' certificates closeout submittals.

3. SUBMITTAL PROCEDURES

- 3.1. Transmit each submittal with Architect / Engineer accepted form.
- 3.2. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- 3.3. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- 3.4. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- 3.5. Schedule submittals to expedite the Project, and deliver to Architect / Engineer at business address. Coordinate submission of related items.
- 3.6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work. Mark, flag, notify on any submittal, differences or variations from requirements of specifications or drawings.

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3.7. Provide space for Contractor and Architect / Engineer review stamps. Allow 14 days for submittal review, 17 days if for engineer consultants. A/E will endeavor, however, to process in shorter time frame.

3.8. Revise and resubmit submittals as required, identify all changes made since previous submittal.

3.9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provision.

4. CONSTRUCTION PROGRESS SCHEDULES

4.1. Submit initial progress schedule in duplicate within 20 days after date of Agreement for review.

4.2. Revise and resubmit as required.

4.3. Submit revised schedules with each Application for Payment, identifying changes since previous version.

4.4. Submit a computer generated or horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

4.5. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates and duration.

4.6. Indicate estimated percentage of completion for each item of Work at each submission.

4.7. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

5. SHOP DRAWINGS

5.1. Submit in the form of one reproducible transparency and one opaque reproduction.

5.2. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

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6. PRODUCT DATA

- 6.1. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect / Engineer.
- 6.2. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- 6.3. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

7. SAMPLES

- 7.1. Submit samples to illustrate functional and aesthetic characteristics of the Project, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 7.2. Submit samples of finishes from the full range of manufacturer's standard colors in custom colors selected, textures and patterns for selection.
- 7.3. Include identification of each sample, with full Project information.
- 7.4. Submit the number or samples specified in individual specification Sections; one of which will be retained by Architect / Engineer.
- 7.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

8. MANUFACTURERS' INSTRUCTIONS

- 8.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for Product Data.
- 8.2. Identify conflicts between manufacturers' instructions and Contract Documents.

9. MANUFACTURERS' CERTIFICATES

- 9.1. When specified in individual specification Sections, submit manufacturers' certificate for review, in quantities specified for Product Data.
- 9.2. Indicate material or product conforms to our exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

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9.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect / Engineer.

10. SCHEDULE OF VALUES

10.1. Submit within 10 days of Notice to Proceed, and obtain approval of Owner and Architect prior to submission of first Application and Certificate for Payment (Pay Request).

10.2. In order to simplify, speed up A/E review / certification process and, minimize conflicts, break values down into a reasonable number of readily identifiable categories (items of work). Each building shall be listed and have this breakdown.

10.3. As a minimum for this project, the following breakdown or one similar shall be provided:

Mobilization and Insurance

Company Owned Equipment Usage (or other G.C. monthly item, if applicable)

Demo Division

Kitchen Cabinets, Walls in Kitchens and Bathrooms, Doors and Blinds / Flooring / Fans / Heaters / Smoke Detectors and Carbon Monoxide Monitors / Plumbing.

Plumbing Division

Install Kitchen Fixtures / Install Water Heaters / Install Bathroom Fixtures / Install Exterior Valves / Install Hose Bibs.

Doors / Windows Divisions

Doors - Installation / Hardware - Installation / Blinds - Installation.

Millwork Division

Cabinet and Countertop - Installation.

Finishes Division

Repair Walls / Texture and Paint Walls - Ceilings / Paint Doors and trim / Install Bath Accessories / Install Marble / Install Wall Ceramic Tile.

Flooring Division

Install VCT / Install Ceramic Floor Tile / Install Vinyl Base.

11. WINDSTORM CERTIFICATION

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11.1. Contractor shall employ the services of a Texas Registered Professional Engineer to inspect the specific work (front entry door and framing) required to meet Windstorm Inland I condition and submit necessary information to the Texas Department of Insurance, and shall furnish the Owner a certificate of compliance for the work with the Texas Department of Insurance Windstorm Code. A final WPI-8 shall be provided with Closeout Documents. There shall be no separate payment made to the Contractor for this item, as it shall be considered subsidiary to the project.

END OF SECTION 01300

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SECTION 01400 - QUALITY CONTROL

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Quality assurance and control of installation.
- 1.2. References.
- 1.3. Field samples.
- 1.4. Mock-up.
- 1.5. Inspection and testing laboratory services.
- 1.6. Manufacturers' field services and reports.

2. RELATED SECTIONS

- 2.1. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- 2.2. Section 01600 - Material and Equipment: Requirements for material and product quality.

3. QUALITY ASSURANCE / CONTROL OF INSTALLATION

- 3.1. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- 3.2. Comply fully with manufacturers' instructions, including each step in sequence.
- 3.3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect / Engineer before proceeding.
- 3.4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 3.5. Perform work by persons qualified to produce workmanship of specified quality.
- 3.6. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

4. REFERENCES

- 4.1. Conform to reference standard by date of issue current on date of Contract Documents or date specified in product Sections.

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4.2. Obtain copies of standards when required by Contract Documents.

4.3. Should specified reference standards conflict with Contract Documents, request clarification from Architect / engineer before proceeding.

4.4. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

5. FIELD SAMPLES

5.1. Install field samples at the site as required by individual specifications Sections for review.

5.2. Acceptable samples represent a quality level for the Work.

5.3. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect / Engineer.

6. MOCK-UP

6.1. Tests will be performed under provisions identified in this section.

6.2. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes if mock-up is required by a spec section.

6.3. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect / Engineer.

7. INSPECTION AND TESTING LABORATORY SERVICES

7.1. Contractor will appoint, employ and pay for services of an independent firm to perform inspection and testing.

7.2. The independent firm will perform inspections, tests and other services specified in individual specification Sections and as required by the Architect / Engineer.

7.3. Reports will be submitted by the independent firm to the Architect / Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

7.4. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

a. Notify Architect / Engineer and independent firm 24 hours prior to expected time for operations requiring services.

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b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

7.5. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the contractor or Architect / engineer.

8. MANUFACTURERS' FIELD SERVICES AND REPORTS

8.1. Submit qualifications of observer to Architect / Engineer 30 days in advance of required observations. Observer subject to approval of Architect / Engineer.

8.2. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

9. MANUFACTURERS' CERTIFICATES

9.1. When specified in individual specification Sections, submit manufacturers' certificate for review, in quantities specified for Product Data.

9.2. Indicate material or product conforms to our exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

9.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect / Engineer.

10. GENERAL

The 2015 Edition of the International Building Code (IBC) is the code utilized for this project. This code requires certain performance standards relative to fire resistance, wind uplift and other matters, and recognizes test results from recognized and approved testing agencies such as Underwriters Laboratories.

END OF SECTION 01400

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SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Temporary Utilities: electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
- 1.2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
- 1.3. Construction Facilities: Access roads, parking, progress cleaning, project signage and temporary buildings.

2. RELATED SECTIONS

- 2.1. Section Contract Closeout: Final cleaning.

3. TEMPORARY ELECTRICITY

- 3.1. Contractor may use existing electric power where available at no cost to the Contract.

4. TEMPORARY LIGHTING

- 4.1. Maintain lighting and provide routine repairs.
- 4.2. Permanent building lighting may be utilized during construction.

5. TEMPORARY WATER SERVICE

- 5.1. Contractor may use existing water service where available at no cost to the Contract.

6. TEMPORARY SANITARY FACILITIES

- 6.1. Contractor may NOT use existing center restroom facilities.

7. BARRIERS

- 7.1. Provide barriers to prevent unauthorized entry to construction areas.
- 7.2. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

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8. EXTERIOR ENCLOSURES

8.1 Where and as required, provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

9. PROTECTION OF INSTALLED WORK

9.1. Protect installed work and provide special protection where specified in individual specification Sections.

9.2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

9.3. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

9.4. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

10. SECURITY

10.1. Provide security and facilities to protect Work, from unauthorized entry, vandalism or theft.

11. ACCESS ROADS

11.1. If applicable, provide and maintain access to fire hydrants, free of obstructions.

12. PROGRESS CLEANING

12.1. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

12.2. Remove debris and rubbish from closed or remote spaces, prior to enclosing the space.

12.3. Remove project generated waste materials, debris and rubbish from site weekly and dispose off-site in lawful manner.

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13. FIELD OFFICES (optional) AND SHEDS

13.1. Provide:

- a. Office: Weather-tight, with lighting.
- b. Locate offices and sheds a minimum distance of 30 feet from existing and new structures.

14. REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

14.1. If involved in work, remove temporary above-grade or buried utilities, equipment, facilities and materials prior to Substantial Completion inspection.

14.2. If involved in work, remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

14.3. Clean and repair damage caused by installation or use of temporary work.

14.4. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION 01500

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SECTION 01600 - MATERIAL AND EQUIPMENT

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Products.
- 1.2. Transportation and handling.
- 1.3. Storage and protection.
- 1.4. Product options.
- 1.5. Substitutions.

2. RELATED SECTIONS

- 2.1. Document - Supplementary general Conditions: Substituted Materials, Products, Methods or Services
- 2.2. Section 01400 - Quality Control: Product quality monitoring.

3. PRODUCTS

- 3.1. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- 3.2. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- 3.3. Provide interchangeable components of the same manufacturer, for similar components.

4. TRANSPORTATION AND HANDLING

- 4.1. Transport and handle products in accordance with manufacturer's instructions.
- 4.2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged
- 4.3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

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5. STORAGE AND PROTECTION

- 5.1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- 5.2. For exterior storage of fabricated products, place on sloped supports, above ground.
- 5.3. Provide off-site storage and protection when site does not permit on-site storage or protection.
- 5.4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- 5.5. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- 5.6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
- 5.7. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

6. PRODUCT OPTIONS

- 6.1. Products Specified by reference Standards or by Description Only: Any product meeting those standards or description.
- 6.2. Products Specified by naming One or More Manufacturers: Submit a request for substitution for any manufacturer not named.

7. SUBSTITUTIONS

- 7.1. Requests for Substitutions will be considered, and approval of Substitution must be obtained prior to its inclusion in final pricing.
- 7.2. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- 7.3. Document each request with complete data substantiating compliance of proposed Substitution with Contract documents.

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7.4. A request constitutes a representation that the requestor:

a. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

b. Will provide the same warranty for the Substitution as for the specified product.

c. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to project.

d. Waives claims for additional costs or time extension which may subsequently become apparent.

7.5. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

7.6. Substitution Submittal Procedure:

a. Submit two copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

b. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.

c. Bidder will be notified by means of formal Addenda if product is accepted. If product is not noted in addenda, the product has not been accepted.

END OF SECTION 01600

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SECTION 01700 - CONTRACT CLOSEOUT

1. SCOPE (Data requirements herein is superseded by HUD Contract Document and General Conditions requirements if in conflict)

- 1.1. Closeout procedures.
- 1.2. Final cleaning.
- 1.3. Adjusting.
- 1.4. Project record documents.
- 1.5. Operation and maintenance data.
- 1.6. Warranties.
- 1.7. Spare parts and maintenance materials.

2. CLOSEOUT PROCEDURES

- 2.1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
- 2.2. Provide submittals that are required by governing or other authorities.
- 2.3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

3. FINAL CLEANING

- 3.1. Execute final cleaning prior to final inspection.
- 3.2. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces or as applies to this job.
- 3.3. Clean equipment and fixtures to a sanitary condition.
- 3.4. Replace filters of operating equipment.
- 3.5. Clean debris from roofs, gutters, downspouts and drainage systems.
- 3.6. Clean site; sweep paved areas, rake clean landscaped surfaces.
- 3.7. Remove waste and surplus materials, rubbish, and construction facilities from the site.

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4. ADJUSTING

- 4.1. Adjust operating Products and equipment to ensure smooth and unhindered operation.

5. PROJECT RECORD DOCUMENTS

- 5.1. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - a. Contract Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other Modifications to the Contract.
 - e. Reviewed shop drawings, product data and samples.
- 5.2. Store Record Documents separate from documents used for construction.
- 5.3. Record information concurrent with construction progress.
- 5.4. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and Modifications.
- 5.5. Record Documents and Shop Drawings: Legibly mark each items to record actual construction, including:
 - a. Measured depths of foundations in relation to finish main floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract Drawings.
- 5.6. Submit documents.

6. OPERATION AND MAINTENANCE DATA

- 6.1. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable plastic covers.

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6.2. Prepare binder covers with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS”, title of project, and subject matter of binder when multiple binders are required.

6.3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

6.4. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified type on 24 pound white paper.

6.5. Part 1: Directory, listing names, addresses and telephone numbers of Architect / Engineer, Contractor, Subcontractors, and major equipment suppliers.

6.6. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:

- a. Significant design criteria.
- b. List of equipment.
- c. Parts list for each component.
- d. Operating instructions.
- e. Maintenance instructions for equipment and systems.
- f. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

6.7. Part 3: Project documents and certificates, including the following:

- a. Shop drawings and product data.
- b. Air and water balance reports.
- c. Certificates.
- d. Photocopies of warranties.

6.8. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with review comments. Revise content of documents as required prior to final submittal.

6.9. Submit final volumes revised, within ten days after final inspection.

7. WARRANTIES

7.1. Provide duplicate notarized copies.

7.2. Execute and assemble documents from Subcontractors, suppliers and manufacturers.

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7.3. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.

7.4. Submit prior to final Application for Payment.

7.5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

8. CERTIFICATES

8.1. Provide Certificate of Occupancy if required by Government.

8.2. Provide Final WPI-8 Windstorm Certificate.

9. SPARE PARTS AND MAINTENANCE MATERIALS

9.1. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

9.2. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

END OF SECTION 01700

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SECTION 02072 - SELECTIVE DEMOLITION

1. **SCOPE:** The work consists of the removal of structures and items as indicated on the plans.
2. **DEMOLITION.** The Contractor may select the method of demolition but the method will not, in any way, endanger the personnel performing the work or any other personnel or public or private property.
 - 2.1. Debris. All materials removed shall become the property of the Contractor, unless to be reused, and shall be hauled from the site and disposed of by him.
 - 2.2. Salvage removed shall become the property of the Contractor and shall be removed from the site.
3. **REQUIREMENTS FOR REMODELING WORK.**
 - 3.1. Applicability. This paragraph contains general provisions and requirements pertaining to all remodeling, removal and relocation work in the existing buildings and becomes a part of each Section performing remodeling, removal and relocation work for this project with the same force and effect as if written in full therein.
 - 3.2. Utility Connections. Notify Owner and all parties concerned and be responsible for disconnecting and terminating abandoned utilities in accordance with the requirements of Owner and authorities of utility companies affected.
 - 3.3. Existing Conditions.
 - 3.3.1. Obvious existing conditions, installations and obstructions affecting the work shall be taken into consideration as necessary work to be done, the same as though they were completely shown or described.
 - 3.3.2. Items of existing construction indicated to remain upon completion of the Contract, but which require removal to complete the work, shall be carefully removed and replaced as required. The replaced work shall match its conditions at the start of the work unless otherwise required.
 - 3.3.3. Visit the site to determine by inspection all existing conditions, including access to the site, the nature of structures, objects and materials to be encountered, and all other facts concerning or affecting the work. Information on the drawings showing existing conditions does not constitute a guarantee that other items may not be found or encountered.
 - 3.3.4. Any electrical outlets or fixtures that obstruct the construction work are to be relocated as directed by Architect. All other remaining electrical service is to remain

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operative unless authorized by architect.

3.4. Cutting and Patching. The removal and replacement of existing ceilings and the cutting and patching, asbestos abatement and/or replacement of existing walls, partitions and floors as may be necessary for access to valves, piping, conduit and tubing by mechanical and electrical trades shall be included and performed as an obligation of, and as directed by the Contractor and approved by the Architect. The patching and/or replacement shall be performed by the appropriate subcontractor for the work involved, or by other properly qualified subcontractor or labor as determined by the Contractor.

3.5. Protection of Work to Remain.

3.5.1. Protect from all damage. Use barricades, tarpaulins, temporary walls, plywood, planking, masking or other suitable means and methods as approved.

3.5.2. If work to remain in place is damaged, restore to original condition at no additional cost to the Owner.

3.6. Procedures.

3.6.1. Refinishing at removed work. Wherever anything is scheduled for removal, cut below surface of substrate materials and patch over area of removal with finish materials so removal is not apparent.

3.6.2. Remodeling Procedures.

3.6.2.1. Contractor shall be responsible for performing all remodeling work in such manner as to preserve the aesthetic and structural integrity of existing materials and structures.

3.7. Cutting.

3.7.1. Concrete and Masonry. Saw cut where feasible.

3.7.2. Woodwork. Cut back to a joint or panel line. Undamaged removed materials may be reused.

3.7.3. Salvaged materials. Carefully remove to avoid damage, thoroughly clean and reinstall as indicated, or store as directed.

3.7.4. Structural elements. Remove only as shown on the structural drawings. If not specifically shown, but removal is required, perform such removal or alteration only upon written approval of the Architect. Do not damage or alter any structural elements of the existing building.

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3.5. Concealed conditions. If such conditions cause changes in the work from requirements of the Contract Documents, the Contract Sum will be adjusted in accordance with the General Conditions.

4. HAZARDOUS MATERIAL ABATEMENT (ACM)

4.1. Asbestos containing materials. The EPA 40 CFR Part 763 defines ACM as any material or product which contains more than 1% asbestos by weight or volume.

The following materials were identified as being ACM: Underlying Black Mastic under VCT floor tile.

4.3. Removal. Before any demolition activities begin, a thorough abatement design shall be developed which will locate, quantify, and provide appropriate removal procedures. A licensed abatement contractor (for the hazardous material involved) shall conduct removal.

END OF SECTION 02070

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SECTION 04200 - UNIT MASONRY

1. SCOPE. Furnish all labor, materials, transportation, services, tools, and equipment to properly execute work including face brick.

2. MATERIALS.

2.1. Face brick to match existing.

2.2. Mortar shall be type S consisting of 1 part Portland cement, 1 part type S hydrated lime and 6 parts sand. Portland cement shall be type I, II, or III as per ASTM C 150. Hydrated lime shall be Type S as per ASTM C 207. Sand shall be as per ASTM C 144. Water shall be drinkable. Mortar shall match existing.

2.3. Masonry veneer anchors shall be galvanized 2-piece anchors consisting of trapezoidal-shaped wire tie and 12 gage 3/4" wide x 9" long strap formed with 3/8" offset and screw holes top and bottom for screw attachment to studs. Size tie to extend within 3/4" of face of masonry veneer.

3. MIXING MORTAR. All materials shall be mixed a minimum of 5 minutes in a mechanical batch mixer. All mortar shall be used within 2-1/2 hours of initial mixing.

4. ERECTION. Bond pattern shall be running bond. Joints shall be 3/8". Mortar joints which have become "thumbprint" hard shall be tooled with a round jointer to match existing.

5. MASONRY ACCESSORIES.

5.1. Provide bolts and rods fabricated from not less than 16 ga. sheet metal or 3/8" diameter rod stock, unless otherwise indicated.

6. WORKMANSHIP.

6.1. Masonry shall be laid plumb and true to lines.

6.2. Anchor veneer to studs with flexible 2-piece anchors. Fasten strap section through sheathing to studs with screws. Embed tie section in masonry joints. Space anchors not more than 24" o.c. vertically and 36" horizontally.

6.3. Weep holes shall be provided in every fifth head joint at base of exterior width. Keep weep holes free of mortar drippings.

7. CLEANING.

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- 7.1. Holes in exposed masonry shall be pointed and defective joints cut out and repaired.
- 7.2. Exposed masonry shall be protected against staining by wall coverings, and excess mortar shall be wiped off as work progresses. All exposed masonry shall be thoroughly clean.

END OF SECTION 04200

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SECTION 06114 - WOOD BLOCKING

1. SECTION INCLUDES

- 1.1. Miscellaneous blocking.
- 1.2. Preservative treatment of wood.

2. REFERENCES

- 2.1. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.
- 2.2. APA; American Plywood Association.
- 2.3. AWWA (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.
- 2.4. AWWA (American Wood Preservers Association) C20 - Structural Lumber Fire Retardant Treatment by Pressure Process.
- 2.5. NFPA: National Forest Products Association.
- 2.6. SPIB: Southern Pine Inspection Bureau.
- 2.7. WCLIB: West Coast Lumber Inspection Bureau.
- 2.8. WWPA: Western Wood Products Association

3. QUALITY ASSURANCE

- 3.1. Perform Work in accordance with the following agencies:
 - a. Lumber Grading Agency: Certified by ALSC.
 - b. Plywood Grading Agency: Certified by APA.

4. MATERIALS

- 4.1. Lumber Grading Rules: SPIB, WCLIB, WWPA.
- 4.2. Miscellaneous Framing and Blocking: #2 Yellow Pine, 19 percent maximum moisture content, pressure preservative treat where indicated.

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5. ACCESSORIES

- 5.1. Fasteners and Anchors:
 - a. Fasteners: Hot-dipped galvanized steel.

6. FACTORY WOOD TREATMENT

- 6.1. Wood Preservative (Pressure Treatment): AWPAC Treatment C1 using water borne preservative with 0.25 percent retainage.

7. FRAMING

- 7.1. Set members level and plumb, in correct position.
- 7.2. Place horizontal members flat, crown side up.

8. SCHEDULES

- 8.1. Miscellaneous Blocking, Solid Bridging, etc.: All such wood members in contact with concrete or stucco to be pressure preservative treated; No. 2 Yellow Pine. Install Blocking in new plumbing walls where required for support of cabinets for accessories.

END OF SECTION 06114

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SECTION 06200 - ROUGH AND FINISH CARPENTRY

1. **SCOPE.** Furnish all labor, plant and materials to properly execute all rough carpentry and millwork.

2. LUMBER.

2.1. Grade marking. Each piece of framing and board lumber shall bear the official trademark and grademark of the manufacturer's association or the authorized inspection bureau under rules of which the lumber is manufactured, graded and purchased.

2.2. Sizes, patterns and moisture content. Lumber shall be surfaced four sides and shall conform to the moisture-content requirement of the latest official grading rules of nationally recognized associations representing the lumber industry. Lumber treated with water-borne preservatives shall be dried to a moisture content not exceeding 19% after treatment.

2.2.1. Exterior and finishing lumber shall be kiln dried, and at time of delivery to the building site, the moisture content shall not exceed 12% for material 1 inch or less in thickness, and shall not exceed 15% for material over 1 inch in thickness.

2.2.2. Woodwork that is assembled or built up of more than one piece at the mill shall have a moisture content not in excess of 12% at the time of delivery to the site.

2.3. Delivery and storage. Lumber delivered to the site shall be carefully piled off the ground in such a manner as to insure proper drainage, ventilation, and protection from the weather.

3. MATERIALS OTHER THAN LUMBER.

3.1. Adhesives for gluing woodwork shall be as follows:

3.1.1. For interior millwork and woodwork, adhesive shall be moisture resistant.

3.1.2. For exterior millwork and woodwork, adhesive shall be melamine, phenol-resin, or resorcinol-resin waterproof adhesive.

3.2. Anchors and fasteners for securing wood items, unless noted otherwise, shall be type and grade best suited for the purpose.

3.2.1. Nails and bolts shall be galvanized.

3.2.2. Screws. Interior shall be cadmium plated and exterior shall be nickel plated brass or stainless steel.

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3.2.3. Power driven fasteners may be used when approved by the Architect.

3.3. Plywood shall bear the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood as to species, glue type and grade.

4. PRESERVATIVE TREATMENTS. Treated materials cut after treatment shall have cut surfaces well brush coated with the preservative used in the treatment.

4.1. Pressure Method. The following items, in addition to those specifically so indicated, shall be pressure-preservative treated in a closed retort in conformance with the Manual of Recommended Practice of the American Wood Preservers' Association.

4.1.1. All exterior framing and trim.

4.2. Detailed Criteria. Wood treated with oil-borne preservatives shall be clean, free from surface oil, and shall be properly seasoned for use in building construction. Wood treated with water-borne preservatives shall be air-dried or kiln-dried to a moisture content not exceeding 19 percent. An affidavit signed by a member of the preservative treatment company shall be furnished stipulating the retention obtained and, for water-borne preservative treated materials, the moisture content upon shipment from the treating plant does not exceed 19 percent.

4.3. Nonpressure methods. Yard lumber, woodwork and millwork items so indicated or specified shall be preservative treated in conformance with the minimum standards of the NWMA Reference Manual or treated by other similar and equal treatment. Treated material shall bear the NWMA seal of approval or shall be accompanied by an affidavit furnishing complete information as to the treatment used.

5. ROUGH CARPENTRY.

5.1. Species and grades of lumber for the various uses shall, at the option of the Contractor, be any one of the species listed for the purpose and of the grade specified for the species used.

5.1.1. Framing, bucks, sleepers, nailing strips and nailers.

Cypress: eastern hemlock; southern pine - No. 2

Balsam fir; eastern white pine, Norway pine; eastern spruce-No. 1

Cedar; coast region Douglas fir, inland Douglas fir, white fir
west coast hemlock; western larch; Idaho white pine, lodgepole
pine, ponderosa pine - Standard.

Redwood - sap common.

5.2. Framing shall be closely fitted, accurately set to required lines and levels, and rigidly secured in place.

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6. MISCELLANEOUS WOODWORK ITEMS shall be provided in accordance with the following requirements unless indicated otherwise.

6.1. Exterior wood trim shall be No. 2 Yellow Pine, treated.

6.2. Interior door and window trim shall be clear, paint grade, any species.

7. HARDWARE. Installation of hardware items specified in SECTION 08710 -DOOR HARDWARE is covered in this section. Other hardware herein specified shall be carefully fitted, securely attached, and demonstrated to work freely. Care shall be exercised not to mar or injure the work.

END OF SECTION 06200

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SECTION 06410 - KITCHEN CABINETWORK

1. **SCOPE.** Furnish all labor, plant and materials to properly execute kitchen cabinets at all units.

2. **CONSTRUCTION.** Cabinets shall be mill manufactured and shall be provided with wood blocks and braces glued and stapled in place as necessary to assure sturdy rigid construction. Cabinetwork shall meet / comply with HUD "Severe Use" cabinetry specification requirements which shall supersede any items in the following data which does not comply.

2.1. Face frames or stiles. Cabinets shall be constructed with front frame members of sound solid hardwood lumber, kiln dried suitable for natural finish and of 3/4" nominal thickness. All frame members shall be mortised and tenoned with joints glued stapled.

2.2. End Panels for unexposed cabinet ends shall be 1/2" softwood plywood. End panels for exposed cabinet ends shall be 1/2" hardwood plywood. All end panels shall be dadoed to receive backs, shelves, bottoms and wall tops. All end panels shall be let into face frame rails.

2.2.1. Exterior and finishing lumber shall be kiln dried, and at time of delivery to the building site, the moisture content shall not exceed 12% for material 1 inch or less in thickness, and shall not exceed 15% for material over 1 inch in thickness.

2.3. Shelves shall be 1/2" thick 2-2 grade hardwood or softwood plywood with exterior glue and solid wood banded exposed edges.

2.4. Backs of 1/4" softwood plywood shall be attached to minimum size 3/4" x 3-1'2" solid wood hanging rails which shall be mortised to receive back and bottom.

2.5. Doors of 3/4" birch plywood exterior glue shall have edges shaped to form lip which will permit opening of the door with fingertip.

2.6. Base bottoms of 1/2" softwood plywood with exterior glue shall be let into ends and back rails and shall be supported by 1" x 6" pressure treated lateral braces at 24" o.c. and on ends.

2.7 Drawers. Sides and backs shall be 1 1/16" solid pine lumber dove-tailed into fronts. Back of drawer shall be dadoed into sides, and drawer backs, sides and fronts shall be dadoed to receive drawer bottoms. All drawer bottoms to be 1/4" softwood plywood. Drawers shall be supported on side extension slides.

2.8. Finish. Exposed surfaces and interior of cabinets shall be factory finished consisting of stain, sealer and varnish coats, lightly sanded between applications. Color to be selected by Architect.

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2.9. Plastic Laminate. Plastic laminate for lavatory vanities shall conform to NEMA LD 3 “High Pressure Decorative Laminates” and be mounted to cabinet faces and top materials as shown. Pattern and color shall be selected by Architect and is desired to be that of the previous phases or closely match same. Substrate shall be prepared as required to provide suitable substrate for proper adhesive attachment of new plastic laminate.

2.10. New Countertops shall be fully post formed type of high pressure plastic laminate with **plywood** (no particleboard) underlayment and shall meet or exceed NEMA standard.

3. SHOP DRAWINGS shall be submitted and shall show construction, material thickness and types, and methods of anchoring. Field measurements shall be made as required to verify all existing conditions (including varying building beam or column projection or protrusion into cabinetwork) to receive all new cabinet work and properly house such and/or accommodate projecting or protruding elements properly. **Certify compliance with HUD “Severe Use” requirements.**

END OF SECTION 06410

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SECTION 06613 - CULTURED MARBLE

1. SCOPE. Work described in this section: Providing and installing Cultured Marble panels.

1.1. Tub and shower surrounds with soap dish.

2. SUBMITTALS.

2.1. **Shop drawings:** Indicate dimensions, component sizes, installation details, attachment provisions and coordination requirements with adjacent work.

2.2. **Samples:** Submit minimum 6" x 6" (156mm x 156mm) samples. Indicate full range of color and pattern variation. Samples shall be used to verify standard of work.

2.3. **Product data:** Indicate product description, installation information and compliance with specified performance requirements.

2.4. **Maintenance data:** Submit manufacturer's care and maintenance recommendations, including recommended repair and cleaning instructions.

3. DELIVERY, STORAGE AND HANDLING

3.1. Deliver no components to project site until ready for installation. Store indoors.

3.2. Handle materials to prevent damage to finished surfaces. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

4. QUALITY ASSURANCE

4.1. **Applicable performance standards:** Standards of the following, as referenced herein:

- a. American National Standards Institute (ANSI) - Z-124.1,2,3,4 / ANSI A-112.19.7 & 8
- b. Applicable building codes

4.2. Provide provision of evidence of certification to applicable standards.

4.3. **Allowable tolerances:**

- a. Variation in component size: +/-1/4" (6mm) from indicated position

4.4. **Installer qualification:** Engage a duly qualified and experienced installer who has demonstrated successful installation of cast polymer products similar in material design, and to

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extent indicated for the project. The installer shall be approved by the manufacturer insofar as product warranty is maintained and have minimum of three (3) years' experience.

5. WARRANTY

5.1. Provide manufacturer's warranty.

6. CAST POLYMER PLASTIC PLUMBING ITEMS

6.1 **Material:** Cast, filled polymer (fiberglass resin and crushed limestone with calcium carbonate filler).

6.2. **Tub and shower surrounds with soap dish:** 3/8" thick cast polymer product, using adhesives suitable for cast polymer products. Full wall length; no intermediate joints; joints only at interior corners of but walls surround.

6.3. Performance requirements:

Property	Requirement	Method
Color fastness	No change - 200 hours	ANSI Z-124
Wear and Cleaning	Passes	ANSI Z-124
Impact resistance	No cracks or chips	ANSI Z-124
Stain resistance	Passes	ANSI Z-124
Chemical resistance	Passes	ANSI Z-124
Thermal shock resistance	Passes	ANSI Z-124
Cigarette burn test	Passes	ANSI Z-124

EXECUTION

7. INSTALLATION

7.1. Install components plumb and level, scribe to adjacent finishes, in accordance with approved shop drawings and recommended installation instructions, adhered to exist plaster walls on side and one end and to gypsum (green) board on new plumbing wall end.

7.2. Form field joints using manufacturers recommended adhesive.

7.3. Neatly seal along top edge abutment to ceiling and along bottom edge abutment to tub per manufacturer recommendation.

7.4. Protect surfaces from damage during installation. Repair or replace damages product that does not meet specifier's satisfaction.

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7.5. General contractor shall be responsible to protect product during subsequent construction activity.

END OF SECTION 06613

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SECTION 07213 - BATT AND BLANKET INSULATION

1. SCOPE. Batt insulation in exterior walls for Energy Code compliance.

2. REFERENCES.

2.1. ASTM C665 - Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.

3. COORDINATION

3.1. Coordinate Work under provisions of Section 01039

4. MANUFACTURERS - INSULATION MATERIALS

4.1. Manville - Products: Fiberglass Blankets.

4.2. Owens-Corning - Products: Fiberglass Blankets.

5. MATERIALS

5.1. Batt Insulation:

a. 3 1/2" thick, fiberglass batt insulation, R-13.

6. EXAMINATION

6.1. Verify site conditions under provisions of Section 01039.

6.2. Verify that substrate, adjacent materials and insulation are dry and ready to receive insulation.

7. INSTALLATION

7.1. Batt Insulation

a. Install insulation in accordance with manufacturer's instructions.

b. Fasten batts in cavities as required to secure batts firmly in place.

c. Trim insulation neatly to fit spaces.

d. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation. Leave no gaps or voids.

END OF SECTION 07213

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SECTION 07901 - JOINT SEALANTS

1. SCOPE. Furnish all labor and materials to properly execute all caulking and sealing in all areas normally requiring sealing with caulking material to provide water and weather-tight construction.

2. MATERIALS. To be delivered to the job in the manufacturer's original unopened containers, with the brands, date of manufacture, and name clearly marked thereon. All materials shall be carefully handled and stored to prevent inclusion of foreign materials, or subjection to sustained temperatures exceeding 90° F. Caulking compound shall be compatible with the material, to and against, which it is applied, and shall be of the non-staining type. Materials for caulking compound more than six months old shall not be used. Color of caulking compound shall be light to approximate color of finish system.

2.1. Caulking Compound.

2.1.1. Conventional type shall be an oil and resin base caulking compound and shall be used on interior.

2.2. Primer.

2.2.1. Primer for use with the conventional caulking compound shall be a mixture of 2 lbs. of aluminum paste and one gallon of varnish field mixed.

2.3. Backstops. Glass fiber roving, or neoprene, butyl, polyurethane, vinyl or polyethylene foams free from oil or other staining elements, shall be used as backstops. Oakum and other types of absorptive materials, shall not be used as backstops.

3. SAMPLES: Before caulking work is started, a sample opening of each type of joint shall be caulked where directed. The sample shall show the workmanship, bond and color of caulking materials, as specified or selected for the work. The workmanship, bond, and color of the caulking work throughout the project shall match that of the approved sample joint.

4. SURFACE PREPARATION. Surfaces against which primer and caulking are to be applied shall be clean, dry to the touch, free from frost, moisture, grease, oil, wax, lacquer, paint or other foreign matter that would tend to destroy or impair adhesion. All joints shall be enclosed on three sides. Where grooves for adequate caulking have not been provided, suitable grooves shall be cleaned out to the depth of 3/4" and ground to a minimum width of 1/4" without damage to the adjoining work. No grinding shall be required on metal surfaces. Where necessary to provide a suitable backstop, the back of the joints over 3/4" in depth for conventional type caulking and 1/2" in depth for polyurethane caulking shall be packed tightly with an approved backstop material to within 3/4" of the surface. All loose particles of mortar shall be cleaned out just prior to caulking and grooves given a uniform coating of primer. Primer shall not be applied to exposed finish surfaces.

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5. APPLICATION. The caulking compound shall be applied in accordance with the manufacturer's printed instructions; using a gun with nozzle or proper size to fit the joint width. The compound shall be forced into grooves with sufficient pressure to fill the grooves solidly. Caulking shall be uniformly smooth and free of wrinkles, and unless indicated otherwise, shall be tooled as necessary and left sufficiently convex to result in a flush joint when dry. Where the use of gun is impracticable, suitable hand tools may be used. The caulking compound shall not be applied to joints when the air temperature is below 50°F, or when it appears probable that temperatures below 50°F. will be encountered before the caulking has set. The two-component caulking compound shall not be used when it becomes too gelled to be discharged in a continuous flow from the gun. Modifications of the caulking compound by addition of liquids, solvents, or powders shall not be permitted. Only the amount of caulking which can be installed within four hours shall be mixed, but at no time, shall this amount exceed 5 gallon unit increments. Caulking around openings shall include the entire perimeter of each opening.

6. PROTECTION AND CLEANING. Areas adjacent to joints to be filled shall be protected from smearing by the compound. Paper masking tape may be used for this purpose if removed 5 to 10 minutes after the joint section is filled. Fresh compound that has accidentally been smeared on the masonry should be scraped off immediately and rubbed clean with methyl ethyl ketone, toluene or a similar solvent. Upon completion of caulking all remaining smears, stains and other soiling resulting therefrom shall be removed and work left in a clean and neat condition.

END OF SECTION 07901

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SECTION 08111 - WINDSTORM EXTERIOR STEEL DOORS

1. SCOPE.

1.1. Section includes Non-rated steel doors: providing & installing.

2. RELATED SECTIONS.

2.1. Section 09900 - Painting: Field painting of doors.

3. REFERENCES.

3.1. ANSI / SDI-100 - Standard Steel Doors and Frames.

3.2. ASTM A525 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.

3.3. Door Hardware Institute (DHI) - The Installation of Insulated Steel Doors in Wood Frames and Builder's Hardware.

4. SUBMITTALS

4.1. Submit under provisions of Section 01300.

4.2. Shop Drawings: Indicate door elevations, internal reinforcement, closure method, and cut-outs for glazing and finish.

4.3. Product Data: Indicate door configurations, location of cut-outs for hardware reinforcement.

4.4. Manufacturer's Installation Instructions: Indicate special installation instructions.

4.5. Manufacturer shall provide certification signed and sealed by a structural engineer (Texas licensed) that the exterior metal door in a metal frame assembly including hardware, meet or exceed the positive and negative wind pressures as required by the "Building Code for Windstorm Resistant Construction", Inland I Condition of TDI. Listed on TDI approved product listing.

5. QUALITY ASSURANCE

5.1. Conform to requirements of ANSI / SDI-100 and ANSI A117.1.

5.2. Maintain one copy of each document on site.

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6. QUALIFICATIONS

6.1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

7. DELIVERY, STORAGE AND HANDLING

7.1. Deliver, store, protect and handle products to site under provisions of Section 01600.

7.2. Accept doors on site in manufacturer's packaging. Inspect for damage.

7.3. Break seal on-site to permit ventilation.

8. FIELD MEASUREMENTS

8.1. Verify that field measurements are as indicated on shop drawings.

9. COORDINATION

9.1. Coordinate the work with door opening construction, door frame and door hardware installation.

10. DOORS

10.1. Exterior Insulated Doors (Non-thermally Broken): SDI-100 Grade I Model I. 1-3/4" thick, (flush). Door shall have vision (peep) hole (see Section 08710 - Door Viewers).

11. DOOR CONSTRUCTION

11.1. Face: Galvanized steel sheet in accordance with ANSI / SDI-100; at gauge.

11.2. Core: Cardboard honeycomb.

12. FABRICATION

12.1. Fabricate doors with hardware reinforcement welded in place; coordinate such with steel frames. One lockset with two deadbolts located above lockset. (3) - 4.5" Hinges.

12.2. Close top and bottom edge of exterior doors with inverted steel channel flush end closure. Seal joints watertight.

12.3. Close top and bottom edge of exterior doors with inverted steel channel flush end closure. Seal joints watertight.

12.4. Configure exterior doors with special profile to receive recessed weather-stripping.

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13. FINISH

13.1. Steel Sheet: Galvanized to 2.0 oz. / sq. ft.

13.2. Primer: Baked.

13.3. Finish: Field painted in colors to be selected.

14. EXAMINATION

14.1. Verify substrate conditions under provisions of Section 01039.

14.2. Verify that opening sizes and tolerances are acceptable.

15. INSTALLATION

15.1. Install doors in accordance with ANSI / SDI-100 and DIII.

15.2. Coordinate installation of doors with installation in existing frames to remain in place and hardware specified in Section 08710.

16. ERECTION TOLERANCES

16.1. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

17. ADJUSTING

17.1. Adjust work under provisions of Section 01700.

17.2. Adjust door for smooth and balanced door movement.

END OF SECTION 08111

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SECTION 08112 - STANDARD STEEL FRAMES

1. SECTION INCLUDES

1.1. Non-rated steel frames for doors.

2. RELATED SECTIONS.

2.1. Section 08111 - Standard Steel Doors.

2.2. Section 08712 - Door Hardware.

2.3. Section 09900 - Painting: Field painting of frames.

3. REFERENCES.

3.1. ANSI / A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.

3.2. ANSI / SDI-100 - Standard Steel Doors and Frames.

3.3. ASTM A525 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process

3.4. ASTM E-152 - Methods of Fire Tests of Door Assemblies

3.5. DHI - Door Hardware Institute: The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.

3.6. NFPA 252 - Fire Tests for Door Assemblies.

3.7. UL 10B - Fire Tests of Door Assemblies.

4. SUBMITTALS

4.1. Submit under provisions of Section 01300.

4.2. Shop Drawings: Indicate frame elevations, reinforcement and finish.

4.3. Product Data: Indicate frame configuration, anchor types and spacings, and location of cut-outs for hardware reinforcement.

5. QUALITY ASSURANCE

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5.1. Conform to requirements of ANSI / SDI-100 and ANSI A117.1.

5.2. Maintain one copy of each document on site.

6. QUALIFICATIONS

6.1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

7. DELIVERY, STORAGE AND HANDLING

7.1. Deliver, store, protect and handle products to site under provisions of Section 01600.

7.2. Accept doors on site in manufacturer's packaging. Inspect for damage.

8. FIELD MEASUREMENTS

8.1. Verify that field measurements are as indicated on shop drawings.

9. COORDINATION

9.1. Coordinate work under provisions of Section 01039.

9.2. Coordinate the work with frame opening construction, door and hardware installation.

10. FRAMES

10.1. Exterior Frames: 14 gauge thick material, base metal thickness, galvanized.

11. ACCESSORIES

11.1. Bituminous Coating: Fibered asphalt emulsion.

11.2. Primer: Zinc chromate type.

12. FABRICATION

12.1. Fabricate frames as welded unit or KD units as required to fill / install in existing opening.

12.2. Fabricate frames with hardware reinforcement plates welded in place. Provide mortar guard boxes.

12.3. Fabricate frames to suit masonry wall coursing with 4 inch head member.

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13. FINISH

- 13.1. Steel Sheet: Galvanized to ASTM A525 2.0 oz. / sq. ft. for exterior units.
- 13.2. Primer: Baked.
- 13.3. Finish: Field painted in colors to be selected.
- 13.4. Coat inside of frame profile with bituminous coating to a thickness of 1/16 inch.

14. EXAMINATION

- 14.1. Verify substrate conditions under provisions of Section 01039.
- 14.2. Verify that opening sizes and tolerances are acceptable.

15. INSTALLATION

- 15.1. Install doors in accordance with ANSI / SDI-100 and DI.
- 15.2. Frames to be installed in existing masonry openings with counter-sunk stainless steel 3/8" diameter x 3" machine screws in expansion shield (3 screws per jamb), as per Windstorm Code.
- 15.2. Coordinate installation of frames with installation of hardware specified in Section 08710 and doors in Section 08111.

16. ERECTION TOLERANCES

- 16.1. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.

17. ADJUSTING

- 17.1. Adjust work under provisions of Section 01700.
- 17.2. Adjust door for smooth and balanced door movement.

END OF SECTION 08112

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SECTION 08211 - FLUSH WOOD DOORS

1. **SCOPE.** Furnish all labor, plant and materials to properly execute flush interior wood doors including solid core flush wood doors.

2. **QUALITY ASSURANCE.**

2.1. **Quality standards.** Wood flush doors shall comply with ANSI/NWMA I.S.I. "Industry Standard for Wood Flush Doors" and SECTION 1300 "ARCHITECTURAL FLUSH DOORS" of "Architectural Woodwork Quality Standards", AWI. Designations for grade and construction refers to these standards.

2.2. **Submittals.** Submit door manufacturer's product data including details of core and edge construction, trim for openings, and louvers.

2.3. **Warranty.** Submit written agreement on door manufacturer's standard form agreeing to repair or replace defective doors which have warped (bow, cup or twist) or which show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of NWMA and AWI. Warranty shall be in effect for:

2.3.1. **Solid core flush interior doors** - Life of Installation.

3. **MATERIALS.** Interior flush doors shall be solid core for transparent finish with natural birch, rotary cut faces. Glued - Block core and construction shall be five or seven plies with stiles and rails bonded to core, then entire unit abrasive planed before veneering.

4. **INSTALLATION.**

4.1. **Fitting.** Condition doors to average prevailing humidity before hanging. Install to comply with manufacturer's instructions and AWI standard. Align and fit doors with uniform clearance and bevel. Seal cut surfaces after fitting. Provide 1/8" clearance at jambs and head and 1/8" in 2" bevel at lock and hinge edges.

4.2. **Protection.** Protect doors from damage or deterioration until substantial completion.

END OF SECTION 08211

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SECTION 08710 - DOOR HARDWARE

1. SCOPE. Furnish all labor, materials and equipment to perform all operations in connection with the furnishing of all builders' hardware.

2. MATERIALS.

2.1. General requirements. All hardware shall conform to the requirements of FS FF-H-106 and FF-H-I21, except where specified or indicated otherwise. All articles not covered by such standard specifications in detail shall conform to the applicable requirements thereof and to the further requirements specified herein. All hardware shall, as far as practicable, be of one manufacturer's make for that item. Where sizes of members, thickness of doors, setbacks, lock backsets, beveled, rabbeted or rounded edges of doors or other conditions require modifications of the types of hardware specified, other types of hardware shall be substituted which will meet the conditions encountered and which will function similarly to the types specified. Hardware shall be made to template where required for proper installation.

2.2. Materials and finishes. Hardware shall have US26D finish.

3. HARDWARE.

3.1. Lock and Latch sets shall conform to Series ANSI A156.2 Series 4000, Grade 2. Functions shall be as follows:

Passage Latch Set - Either knob will retract latch bolt at all times to open door.

Privacy Lockset - Either knob will retract latch bolt - pushing button on inside knob locks outside knob. Provide privacy locksets at bathrooms.

Dummy knobs.

3.2. Butts shall be 3-1/2" sized in width to clear all trim.

3.3. Floor mount Door Stops: Each interior and exterior door shall be equipped with a floor mount door stop, Stanley CD75 or equal.

3.4. Door Viewers: Stanley 803968 or equal. Provide each exterior door with one door viewer. At accessible units, provide two viewers per exterior door. Locate as directed by Architect.

3.5. Exterior Doors shall have:

8" x 34" kickplate, Stanley V1996 satin nickel, or approved equal.

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Lever type entry hardware shall conform to Series ANSI A156.2 Series 4000, Grade 2.

Deadbolt to conform to Series ANSI A156.2 Series 4000, Grade 2.

Trapp storm door brush bottom sweep or equal - 1 3/4" wide.

3.6. Pantry doors to have dummy door knobs or levers and Stanley 1956 solid brass Ball Catches or approved equal.

4. CONTRACTOR'S HARDWARE SCHEDULE: Promptly following the approval and Award of Contract, the Contractor shall prepare and submit his Hardware Schedule of the Builders Hardware for the review of the Architect. Each item listed in such Schedule shall be in accordance with the drawings, this Specification and/or approved samples. Each item listed in the Hardware Schedule shall be identifiable with respect to manufacturer, brand, catalog number, materials, finish, dimensions and operation as well as location and use in the building. The Architect will review the Hardware Schedule for quality and types only, but the Contractor shall be solely responsible for any quantities, errors, omissions, and conformance with this Specification and all Builders Hardware to be furnished.

5. DELIVERY. Each package shall be labeled, tagged or marked with schedule item number or otherwise unmistakably identify the contents with the location of the installation.

6. GUARANTEE. All goods furnished under this section of the specifications shall be guaranteed free of defects of materials and workmanship and shall perform the service for which furnished for a period of one year after completion of the job. Any item of hardware failing to fulfill the guarantee shall be replaced, repaired or adjusted, to the complete satisfaction of the Owner at no further expense to said Owner.

END OF SECTION 08710

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SECTION 09255 - GYPSUM BOARD ASSEMBLIES

1. SCOPE. Furnish all labor, materials, and equipment to properly execute gypsum drywall construction.

2. MATERIALS.

2.1. Gypsum wallboard shall be 5/8" thick Green Board complying with ASTM C 36.

2.2. Accessories shall be formed of zinc-coated steel, minimum 26 ga. and shall include casing beads, corner beads and edge beads all as recommended by the manufacturer for the particular installation.

3. APPLICATION. Wallboard shall be applied with the separate boards in moderate contact but not forced into place. At internal corners and external corners the cut edges of the boards shall be concealed by the overlapping covered edges of the abutting boards.

3.1. Ceilings. Wallboard shall be applied with nails at 12" o.c. and with the long dimension at right angles to the furring members.

3.2. Walls. Wallboard shall be applied with the length parallel to the studs and with nails at 12" o.c. in the field and 8" o.c. along the vertical abutting edges. Stagger joints on opposite sides of walls.

4. JOINT AND FASTENER CONCEALMENT.

4.1. Embedding compound shall be applied to wallboard joints and fastener heads and reinforcing tape shall be centered on the joint and embedded in compound. A thin layer shall then be spread over the tape. After drying, a second coat shall be applied and spread at least 6" wide, dried, and ridges and high points sanded.

4.2. Finishing compound shall be applied to joints and fastener heads and feathered out at least 12" wide. After drying the treated areas shall be sanded smooth.

4.3. Internal corners shall be treated as above except that the reinforcing tape shall be folded lengthwise and fitted neatly into the corner.

4.4. External corners shall have a corner bead fitted neatly over the corner and then shall be treated as above.

END OF SECTION 09255

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SECTION 09300 - TILE

1. SCOPE. Furnish all labor, materials, and equipment to properly execute tile work including removal of existing, and ceramic mosaic floors.

2. MATERIALS.

2.1. Ceramic Glazed Wall Tile shall be 4" x 4", color range as selected by Architect.

2.2. Ceramic Wall Base shall be 4" x 4" or 4" x 6" coved, bull nose wall base. Color shall be selected by Architect.

2.3. Grout shall be neat Portland cement. Color shall be selected by Architect

3. WORKMANSHIP. Tile shall be installed using the thin set method. Center fields on applied areas so that no tile is less than half size. Cut and drill tile and trim shapes without damage. Rub all exposed cut edges smooth with stone. Joints in wall base shall be vertical and horizontal. Fit tile closely around outlets, pipes, fixtures, and fittings, so that plates, escutcheons, and collars will overlap cuts.

4. CLEANING. Sponge and wash tile thoroughly with clear water after grout has stiffened. Clean by rubbing with damp cloths or sponges and polish with clean dry cloth.

END OF SECTION 09300

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SECTION 09660 - RESILIENT TILE FLOORING

1. SCOPE. Furnish all labor and materials to properly execute vinyl composition flooring, and plywood underlayment.

2. MATERIALS.

2.1. Adhesives and other application material shall be those recommended specifically by the manufacturer of the flooring used.

2.2. Vinyl composition flooring shall be 1/8" gauge, 12" x 12", conforming to ASTM F 1066, Composition I, colors selected by the Architect from the manufacturer's current color range. Tile shall be resistant to alkali, grease, and oils and shall be sufficiently dense to withstand loads of 25 psi. Tile shall have uniform disbursement of color throughout the thickness of the tile and shall match existing.

3. PREPARATION OF SUBFLOOR. Existing adhesive contains asbestos. Contractor shall remove existing adhesive down to bare substrate. Surfaces to receive flooring shall be swept clean and be free from moisture or other film which may affect adhesion. Cracks and other surface defects shall be filled with a material recommended by the flooring manufacturer.

4. INSTALLATION.

4.1. General. Installation of flooring shall be deferred until all other work has been completed. Spare tiles from the same lot as installed shall be furnished Owner at the rate of 5 tiles per each 1000 installed.

4.2. Adhesive shall be applied in conformance with tile manufacturer's recommendations.

4.3. Tile shall be laid parallel with axis starting so tile against opposite walls shall be of equal width and not less than 1/2 tile width. Entire undersurface of the tile shall be bonded to floor with each tile in tight contact with surrounding tiles. Direction of graining in adjacent tiles shall be changed.

5. CLEANING AND WAXING. Immediately upon completion of installation in a room or area floors and adjacent surfaces shall be dry-cleaned to remove surplus adhesive. Floors shall not be solvent cleaned for at least 5 days after which time they shall be cleaned with an approved cleaner and given two coats of wax. After each wax coat floors shall be buffed to an even luster with an electric polishing machine.

6. PROTECTION. Flooring shall be protected from subsequent damage until accepted by Owner.

END OF SECTION 09660

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SECTION 09900 - PAINTING

1. SCOPE. Furnish all labor and materials to properly execute all painting and finishing.

2. MATERIALS. Paints shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use. Pigmented paints shall be furnished in containers not larger than 5 gallons. Manufacturer's recommendations shall be followed in every respect. Products used shall be the top of the line of the manufacturer selected. On existing surfaces, contractor shall be responsible for compatibility of new coatings with existing.

3. CLEANING, PREPARATION, AND PRETREATMENT OF SURFACES.

3.1. General. Hardware, hardware accessories, machines surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces and not to be painted shall be removed, masked, or otherwise protected prior to surface preparation and painting operations. Exposed nails and other ferrous metal on surfaces to be painted with water-thinned paints shall be spot-primed. Surfaces to be painted shall be clean before applying paint or surface treatments. Surfaces not to be painted shall be in new condition or shall be wire-brushed and touched up to remove all evidence of rust, corrosion or abrasion. Oil and grease shall be removed with clean cloths and cleaning solvents prior to mechanical cleaning, except when sandblasting is employed. Cleaning and painting shall be so programmed that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.2. Wood surfaces.

3.2.1. General. Wood surfaces, except surfaces to be given natural finish, shall be primed and finish-coated as specified in the painting schedule herein. Wood surfaces to be painted shall be cleaned of dirt, oil, and other foreign substances with mineral spirits, scrapers, and/or sandpaper. Finished surfaces exposed to view shall be made smooth by sandpapering. Edges of doors that have been trimmed during hanging and fitting shall immediately be given two coats of the specified first-coat material. Small dry, seasoned knots shall be surface scraped and thoroughly cleaned, and shall be given a thin coat of knot sealer before application of the priming coat. Pitch on large, open, unseasoned knots and all other beads or streaks of pitch shall be scraped off, or if still soft, shall be removed with mineral spirits or turpentine and the resinous area thinly coated with knot sealer. After priming, all holes and imperfections in finished surfaces shall be filled with putty or plastic wood filler colored to match the finish coat, allowed to dry, and sandpapered smooth. Unless otherwise authorized, painting shall proceed only when the moisture content of the wood does not exceed 12 percent as measured by a moisture meter.

3.2.2. Interior wood surfaces to receive stained or natural finish, except as hereinafter specified, shall be properly prepared to the approved shade and lightly sanded. Open-grain wood

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shall be given the same treatment and, in addition, shall be given a coat of paste wood filler not less than 8 hours after the application of stain. Excess filler shall be removed and the surface then sanded smooth. Each coat shall be lightly sanded prior to application of subsequent coat.

3.3. Ferrous surfaces that have not been shop-coated shall be solvent-cleaned to remove oil and grease. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be mechanically cleaned by power wire brushing or sandblasting. Minor amounts of residual rust that cannot be removed except by thorough blast cleaning and tight mill scale that cannot be removed by applying a sharp knife to any edge will be permitted. After cleaning, one coat of ferrous metal primer shall be applied to all ferrous surfaces to receive paint. Shop coated metal shall be protected from corrosion before and after installation by treating corroded areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be wire-brushed and touched up with material similar to the shop coat.

4. PAINT APPLICATION.

4.1. General. The finished surfaces shall be free from runs, drops, ridges, waves, lap brush marks, and variations in color, texture and finish. The hiding shall be complete, and each coat shall be so applied as to produce film of uniform thickness. Special attention shall be given to insure that all surfaces including edges, corners, crevices, welds, and rivets receive a film, thickness equivalent to that of adjacent painted surfaces. Adjacent areas and installations shall be protected by the use of drop cloths or other approved precautionary measures. Metal or wood surfaces adjacent to surfaces to receive water-thinned paints shall be primed and/or touched up prior to the application of water-thinned paints.

4.2. Coating process. Sufficient time shall elapse between successive coats to permit drying. This period shall be modified as necessary to suit adverse weather conditions.

4.3. Storage, Mixing, and Thinning.

4.3.1. General. At time of application, paint shall show no signs of hard settling, excessive thinning, livering, or other deterioration. Emulsion paints shall be protected from exposure to cold weather by storing in shelters so as to prevent freezing of the paint. Paint shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Paints of different manufacturers shall not be mixed together. Where necessary to suit conditions of surface, temperature, weather, and method of application, packaged paint may be thinned immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon. The use of thinner for any reason shall not relieve the contractor from obtaining complete hiding.

4.4. Atmospheric Conditions. Paints other than water-thinned coatings shall be applied only to surfaces that are completely free of surface moisture as determined by sight or touch. In no case shall paint be applied to surfaces upon which there is visible frost or ice. While painting is being done, the temperature of the surfaces to be painted and of the atmosphere in contact

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therewith shall be maintained at or above 50 degrees F for water-thinned coatings and 45 degrees F for other coatings. During periods of inclement weather, painting may be continued by inclosing the surfaces with temporary shelters and applying artificial heat; provided the temperature requirements prescribed above are maintained.

4.5. Time between surface preparation and painting. Surfaces that have been cleaned, pre-treated, and/or otherwise prepared for painting shall be given a coat of the specified first-coat material as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surface.

4.6. Method of paint application. Interior coats may be applied by brush, spray or roller.

5. INSTALLATION OF REMOVED ITEMS. Following completion of painting of each space, removed items listed under PARAGRAPH: Cleaning, Preparation, and Pretreatment of Surfaces shall be reinstalled by workmen skilled in the trade involved.

6. PAINTING SCHEDULE. The surfaces listed in the painting schedule below shall receive surface preparation, paints, and number of coats prescribed. Piping shall not be painted until the piping has been tested and approved. Explanatory information for use with the painting schedule is as follows:

6.1. Shop-painted items. Surfaces of fabricated and assembled items that are finish-painted by the manufacturer, or specified to be finish-painted under other sections of the specifications, are exempted from the following schedule requirements for surface preparation and painting. Shop-primed items shall receive surface preparation and finish painting as required by this section.

6.2. Color and tints, including shades of stain, shall match the respective color specimens selected by the Architect. Undercoats shall vary slightly from the color of the next coat.

6.3. Surface preparation and pretreatment shown in the schedule is for identification purposes only. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements hereinbefore described.

7. PAINTING SCHEDULE.

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<u>SURFACE</u>	<u>SURFACE PREPARATION AND PRETREATMENT</u>	<u>1ST COAT</u>	<u>2ND COAT</u>	<u>3RD COAT</u>
New exterior wood surfaces	Solvent cleaning, scraping, sealing and sandpapering	Exterior wood primer	Exterior latex semi-gloss paint	Exterior latex semi-gloss paint
Existing exterior wood surfaces	As specified	Exterior latex semi-gloss paint	Exterior latex semi-gloss paint	None
New interior wood surfaces	As specified	Interior wood primer	Interior oil paint	Interior oil paint
Existing interior painted wood	As specified	Interior oil paint	Interior oil paint	None
New interior doors	As specified	Interior oil paint	Interior oil paint	None
Interior gypsum board	As specified	Interior type latex enamel	Interior type latex enamel	None
New interior metal surfaces	As specified	Galvanized primer	Interior oil paint	Interior oil paint
Existing doors	As specified	Exterior latex semi-gloss paint	Exterior latex semi-gloss paint	None

END OF SECTION 09900

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SECTION 10800 - TOILET AND BATH ACCESSORIES

1. SCOPE. Furnish all plant, labor and materials to properly execute toilet and bath accessories.

2. ACCESSORIES.

2.1. Shower curtain rods shall be Bobrick Model B-6107, one per tub.

2.2. Medicine cabinets shall be "CVR" molded cabinets, nominally 14" x 26". Contractor shall modify wall blockouts as required to accommodate new medicine cabinets.

2.3. Toilet Paper holders and towel bars shall be Nutone or approved equal. Metal supporting parts to be die-cast Zamak. Towel bars to be polished aluminum 5/8" square tubing. Provide one toilet paper holder per water closet with blocking and two towel bars per bathroom, size to be determined by Architect.

END OF SECTION 10800

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SECTION 12500 - WINDOW TREATMENT

1. SCOPE.

1.1. This Section includes basic window treatment as follows:

- a. Horizontal blinds. (PVC)

2. SUBMITTALS

2.1. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

2.2. Product data and installation instructions for each type of window treatment unit required. Include methods of installation for each kind of opening and supporting structure.

3. QUALITY ASSURANCE

3.1. General: Provide units produced by one manufacturer for each type required, with complete standard assemblies, including hardware accessory items, mounting brackets, and fastenings.

3.2. Furnish materials in colors and patterns selected by Architect from manufacturers' standard colors / patterns.

4. HORIZONTAL BLINDS

4.1. ANSI Certified, alabaster colored, fade resistant PVC construction with valence integrated headrail.

4.2. Headrail: Channel-shaped section complete with tilting mechanism, top and end braces, top cradles, cord lock and accessory items required for type of blind and installation.

4.3. Bottom Rail: Tubular PVC or steel bottom rail, designed to withstand twisting or sagging. Contour top surface to match slat curvature, with flat or slightly curved bottom. Close ends with metal or plastic end caps of same color as rail. Finish rail in same color as slats.

4.4. Slats: PVC (louver blades), rounded corners with forming burrs removed, as follows:
a. Slat Width: 1" (15mm) nominal slats, with other components sized to suit.

4.5. Ladders: Designed to support and maintain slats at proper spacing and alignment in open and closed positions, as follows:

a. Braided polyester cord design consisting of vertical components of not less than 0.043" nor more than 0.068" in diameter and integrally braided ladder rungs of not less than 4 threads; space ladders not further than 23 inches apart and 7 inches from ends of slats.

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4.6. Tilting Mechanism: Assembly including disengaging worm and gear mechanism to eliminate overdrive, low-friction gear tilter, drum and cradle at each ladder, tilt rod, tape clips, and grommet guides to prevent wear on ladder and cords; designed to hold slats at any angle and prevent movement of slats due to vibration, operated as follows:

a. Wand Operator: Detachable clear plastic wand, of proper length to suit blind installation, detachable without tools by raising locking sleeve.

4.7. Lifting Mechanism: Crushproof cord locks with cord separators and braided polyester or nylon lift cords with tassels at ends. Size cord to suit blind type. Include self-aligning cord equalizers designed to maintain horizontal blind position.

4.7. Installation Brackets: Designed to facilitate removal of head channels. Provide intermediate brackets at spacing recommended by blind manufacturer. Include hardware necessary for secure attachment of brackets to adjoining construction and to headrails. Design brackets to support safely the weight of blind assemblies plus forces applied to operate blinds.

4.8. Finish: Provide finishes indicated below. Finish exposed accessories and hardware to match rail color. Provide corrosion-resistant finish to concealed items of hardware.

a. Steel Components: Galvanize and either phosphate coat or prime exposed steel surfaces. Finish with baked-on synthetic resin enamel finish.

4.9. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:

- a. Carey-McFall Corp.
- b. Bali
- c. Graber Industries, Inc.
- d. Hunter Douglas, Inc.
- e. Kirsch Division, Cooper Industries
- f. Architectural Products Division, Levelor Lorentzen, Inc.

5. FABRICATION AND OPERATION

5.1. Prior to fabrication, verify actual opening dimensions by accurate site measurements. Adjust dimensions for proper fit at openings.

5.2. Coordinate with other trades for securing tracks to substrates and other finished surfaces.

5.3. Fabricate window treatment components from noncorrosive, nonstaining, nonfading materials that are completely compatible and do not require lubrication during normal expected life.

5.4. Fabricate blind units to openings. Fill openings from head to sill and jamb to jamb.

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5.5. Space slats to provide overlap for light exclusion when fully closed.

5.6. Equip horizontal blind units for the following operation:

a. Full-tilting operation with slats rotating approximately 180 degrees. Place tilt operating controls on left-hand side of blind units unless otherwise indicated.

b. Full-height raising, to minimum stacking dimension, with lifting cord locks for stopping blind at any point of ascending or descending travel. Place pull cords on right-hand side of blind units unless otherwise indicated.

6. INSTALLATION

6.1. General: Install window treatment units to comply with manufacturer's instructions. Position units level, plumb, secure and at proper height and location relative to adjoining window units and other related work. Securely anchor units with clips, brackets and anchorages suited to type of substrate.

6.2. Provide clearance between sash and blinds to permit unencumbered operation of sash hardware.

6.3. Protect installed units to ensure their being in operating condition, without damage, blemishes, or indication of use at substantial completion of project. Correct nonconforming damaged units. Replace units that cannot be field corrected.

END OF SECTION 12500

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SECTION 15400 - PLUMBING

PART I GENERAL

1.1 CONDITIONS

The Instructions to Bidders, General Conditions, Supplemental General Conditions and Division 1 of the specifications apply to this section.

1.2. SECTION INCLUDES

1.2.1. It is intended that the plumbing work indicated on the drawings and in the specifications shall make up into working systems complete in every detail unless indicated otherwise. All material and labor, whether specifically indicated or not be necessary for the proper installation of the plumbing work, shall be furnished complete in every detail.

1.2.2. Changes in price for the plumbing work can only be made for changes in the design intentions and after written consent of the Architect.

1.3. RELATED WORK SPECIFIED ELSEWHERE

1.3.1. Power wiring for equipment shall be provided under Division 16, "Electrical".

1.4. SUBMITTALS

A complete brochure of materials, equipment, appurtenances and accessories the contractor proposes to use must be submitted accompanied by complete description literature, drawings, rating tables or curves necessary to give full and complete details. No consideration will be given to partial lists submitted from time to time. Acceptable items must replace any item on the list that is rejected because of unsuitability or inferior quality within two weeks. Approval of materials or equipment shall not be construed as releasing this contractor from further responsibility in conforming to all provisions of the Contract Documents, but shall be considered as a tool to coordinate the work and to aid in the proper selection and installation of equipment.

1.5. PRODUCT HANDLING

Material shall be stored in such a manner as to protect them from damage or deterioration. All materials and equipment injured or damaged (in transit, storage, installation, temporary operation or testing) before completion of the contract shall be repaired or replaced by the contractor at no additional expense to the Owner prior to final acceptance.

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1.6. QUALITY CONTROL

1.6.1. The plumbing contractor shall have a current license issued by the State of Texas and shall obtain all permits required for the plumbing work.

1.6.2. The plumbing work shall comply with any local, state and national codes, and the requirements of any utility company affecting the plumbing work.

1.6.3. The plumbing work shall conform to the plumbing specifications, the general specifications, the plumbing drawings and the general drawings. in case of a conflict, the specifications shall govern. Where a discrepancy / difference exists between specs, drawings, addenda and/or items or details, etc. within such, furnish the better quality or larger size indicated or bid the more stringent requirement in absence of legal clarification.

1.7. AS-BUILD DRAWINGS

At the completion of the project, corrected sepias shall be furnished to the Owner. These drawings shall accurately locate all underground plumbing lines and maters.

PART II PRODUCTS

2.1. MATERIALS

2.1.1. Materials for the plumbing work must be new unless indicated otherwise. The materials named in the specifications or on the drawings for the plumbing work indicate quality and design. Any feature included as a standard of the materials listed shall be included in any substitution. Substitutes of equal quality and design may be permitted and must be submitted in accordance with these specifications.

2.1.2. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the contractor subject to the approval of the Architect.

2.2. PIPING

2.2.1. WATER:

- a. Piping material - Type "K" underground and Type "L" hard copper inside.
- b. Fittings - wrought copper or brass threaded adapters as required.
- c. Joining method - soldered 95/5 lead free solder or threaded with Teflon tape; at contractor's option, hydraulically crimped copper fittings with EPDM O-ring seal.
- d. Valves: Ball to 2" - Nibco T-585-70-66; 2-1/2" and larger - Nibco T-111; provide union at one side of each valve.
- e. Test - 150 PSIG for 4 hours.

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2.2.2. SANITARY WASTE, VENT; ROOF DRAIN

- a. Piping materials - Schedule 40 PVC; DWV copper; cast iron.
- b. Fittings - Schedule 40 PVC; DWV copper; cast iron.
- c. Joining method - Socket type for solvent cement; 95/5 solder; compression type neoprene gaskets below grade or no-hub gaskets and clamps above.
- d. Test - 10' hydrostatic above maximum height of stacks.

2.2.3. GAS

- a. Piping and fitting materials - Schedule 40 black steel above grade; UL listed polyethylene below.
- b. Fittings - 150lb. Black malleable iron or welded; UL listed polyethylene.
- c. Joining method - Teflon tape for threaded; heat fusion welded by manufacturer certified technicians.
- d. Valves: To 1" - Nibco T-585-70UL; 1 1/4" to 3" - Nibco T-580-70UL.
- e. Test - 10 PSIG for six hours.

2.3. PLUMBING FIXTURES

2.3.1. As scheduled on the plans. Schedule denotes type and quality of fixtures required. Fixture quantities have not been indicated and will be obtained by the contractor from the plans.

2.3.2. All trim shall be chrome plate on brass. All fixtures shall be provided with loose key compression type stops on supply piping. All brass shall be so designed that the supply fixture and faucets have all wearing parts in a standardized renewable operating unit, which can be removable without detaching the supply fixture or faucet proper. All traps shall have a cleanout plug.

2.3.3. Fixtures shall be mounted at location and height as dimensioned or directed by Architect.

2.3.4. All plumbing fixtures delivering potable water for possible human consumption (id lavatory and sink faucets, water coolers and fountains, etc.) shall be lead free as defined by the "Safe Drinking Water Act".

2.4. INSULATION

2.4.1. Hot water and hot water recirculation piping: 1" thick fiberglass pipe insulation with factory applied al-service jacket. Insulate fittings, valves, etc. with preformed insulation having PVC premolded one-piece fitting covers. At the contractor's option, insulation may be Armstrong "Self-Seal 2000" white elastomeric foam, all joints sealed with self-sealing lap or 520 adhesive.

2.4.2. Cold water piping subject to freezing (outside above grade, in crawl space or attic, i.e. outside building insulation envelope): 1" thick fiberglass pipe insulation with all service jacket and vaporseal. Where exposed to weather, cover with 0.016" aluminum jacket.

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2.4.3. Receiving condensate from air conditioning equipment (horizontal branch back to the first vertical stack): 1/2" thick closed cell foam, miter-cut for fittings. All seams and joins shall be sealed with adhesive.

2.5. GENERAL

2.5.1. Escutcheons: Chrome plated brass escutcheons shall be provided wherever any pipe or rod passes through finished floors, walls or ceilings.

2.5.2. Provide air chambers the same diameter as supply pipe and 18" long on water piping branches to fixtures. All air chambers shall be concealed in chases or partitions unless noted otherwise.

PART III EXECUTION

3.1. REQUIREMENTS

3.1.1. Provide temporary services and connections required for construction.

3.1.2. Workmanship not in accordance with standard approved practices for installing the plumbing work shall be made to comply with these practices.

3.1.3. Architect shall determine exact locations of fixtures and equipment for the plumbing work. Coordinate mounting heights and accessibility clearances with Architect - see architectural elevations and enlarged plans. Flush valves shall be toward the wide side of the stall.

3.1.4. Cutting and patching required for the plumbing work shall be done by the plumbing contractor. Do not cut, alter or reduce any load-bearing member without the specific written approval of the Architect and/or Structural Engineer.

3.1.5. Excavating and Backfilling

a. Provide all excavating and backfilling required for the installation of the plumbing work. Trenches shall be excavated to the require depth and the bottom tamped hard and graded for the proper fall. If the trench is improperly graded and fill is required, it shall be mechanically tamped. All piping shall rest securely on the bottom of the trench.

b. Excavation shall be backfilled with suitable material, free from all debris and rubbish, and mechanically tamped. The surface shall be leveled to match existing grade and maintained without sinking for the warranty period.

3.2. CONDITIONS

3.2.1. Any job site conditions affecting the plumbing work shall be the responsibility of the plumbing contractor unless indicated otherwise. All existing items removed or damaged in the

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installation of the plumbing work shall be replaced or repaired at no cost to Owner. The site shall be left in the same condition as it was before the work started.

3.3. INSTALLATION

3.3.1. GENERAL

a. The piping systems of the plumbing work shall be concealed in the building structure unless indicated otherwise and shall run neatly with building lines when exposed. Route all piping where shown unless obstructions prevent this, obtain approval of the Engineer for all modifications.

b. Sleeving shall be provided unless indicated otherwise and must be approved by the Architect. Where copper pipe passes through masonry walls, floors or partitions, copper sleeves shall be provided. All piping passing through floors or exterior walls shall have the sleeves packed with oakum and caulked watertight and rodent-proof.

c. During the installation of the plumbing, the plumbing contractor shall protect all pipe from debris and trench water. All open pipe shall be mechanically sealed - tape is not acceptable.

3.3.2. WATER PIPING

a. Provide all piping and make all connections from the service to every item and fixture. Provide unions and shutoff valves at all fixtures and equipment connections.

b. Steel nipples will not be allowed in connection with potable water piping. Solder joints shall be made up with lead-free solder and a non-corrosive solder flux.

c. Sterilize all piping with a water solution containing 500 ppm of chlorine. Solution shall remain in pipe for 8 hours before being flushed out.

3.3.3. SANITARY WASTE & VENT; ROOF DRAINS

a. Cleanouts shall be provided so that each and every waste line throughout the job may be rodded. Cleanouts shall be spaced on 75' centers on straight runs where intermediate branches do not provide cleanout access.

b. The waste and drain lines shall be installed at the elevations indicated. They shall be graded at minimum of 1/8" per foot to drain properly.

3.3.4. PIPE SUPPORTS

a. All pipe shall be rigidly supported with hot dipped, galvanized hangers and supports secured to the structural framing. Hangers shall be split-ring for up to 2" and clevis type with adjustable swivel couplings for larger. Vertical piping shall be supported by riser clamps at each floor for sanitary & water piping less than 2" and every other floor for water piping over 2". Hanger rods shall be of the sizes recommended by the manufacturer. Perforated strap hangers will not be permitted in any part of the work.

b. Pipe hangers and supports shall be located at each valve and near changes of direction. Spacing of hangers and supports shall not exceed the following: 1) cast iron shall have one hanger for each joint of pipe; 2) PVC shall have hangers at 5' spacing for all sizes.

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<u>Water Pipe Size</u>	<u>Span</u>
3/4" and smaller	7'-0"
1"	8'-0"
1-1/4" and over	10'-0"

3.3.6. INSULATION

- a. Test all piping before covering.
- b. Adhere longitudinal and butt strips of jacket with factory applied pressure sensitive tape system or stapled on 2" center with stainless steel staples. Insulation at ells shall be mitered.
- c. When specified, apply vapor barrier mastic over all joints and seams; embed glass cloth in mastic where factory covering does not have scrim reinforcing.

3.4. GUARANTEE

The Owner shall be guaranteed by the contractor that any defects arising in the plumbing work within one year of the date of acceptance shall be corrected free of charge. This shall include maintaining level of all trenches without sinking.

3.5. TESTS

The plumbing contractor shall test all piping and furnish all apparatus necessary for the tests. Any leaks shall be repaired and the test repeated to completion. All piping shall be tested to the satisfaction of the Architect and the plumbing inspector. The Architect shall be notified 24 hours prior to the time the test is conducted.

3.6. CLEAN-UP

The debris from installing the plumbing work shall be removed from the job site by the plumbing contractor.

3.7. DEMOLITION

Plumbing contractor will be required to provide demolition as required for this contract in conformance with this section and Section 02072. Remove and dispose of all materials not to be reused or returned to the Owner.

END OF SECTION 15400

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SECTION 16000 - ELECTRICAL

PART I GENERAL

1.1 **Work Included:** This section includes the necessary labor, materials, equipment, etc. to complete the electrical work that is indicated in the contract documents.

1.2. **Contractor's Responsibility:** Refer to architectural, structural and mechanical drawings for construction details and coordinate work with that of other trades so as to avoid unnecessary delays or damage to any part of the installation. If any omissions or discrepancies are found between the drawings and specifications or city and power company regulations, advise the Architect **prior to Bid Due Date**. Verify electrical requirements of all equipment exactly as furnished and make adjustments in electrical service accordingly **before installation of power circuits**.

1.3. **Examination of Site:** Examine the actual site and compare it with drawings and specifications. Check location of all existing obstructions and conditions which may affect work before submitting a bid.

1.4. **Permits, Fees and Code Regulations:** Obtain all necessary permits, pay all fees and power company charges pertaining to work under this section, and comply with all national, state and municipal laws, codes, ordinances and regulations relating to building and public safety.

1.5. **Protection of Apparatus:** Take such precautions as are necessary to protect all apparatus and materials from damage. Failure to comply shall be sufficient cause for rejection of the apparatus or material in question.

1.6. **Guarantee:** Installation shall be guaranteed for a period of 1 year after final acceptance against faulty workmanship and/or materials. All such defects shall be made good within this period upon demand or Owner. Material and equipment guarantees and warranties which exceed the above period shall be passed to the Owner. Pay any cost incurred to provide the first year's warranty on all electrical items.

1.7. **Drawings and Specifications at the Site:** Maintain at the job site, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, in good order and marked to record all changes made during construction.

1.8. **Drawings:**

1.8.1. Drawings are diagrammatic, but shall be followed, as closely as actual construction of the work will permit. Changes from drawings necessary to fit work of various trades, to conform to equipment actually being installed, or the rules of authorities having jurisdiction shall be included in the bid and shall be made at no additional cost to the Owner.

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1.8.2. Lines indicating circuits on the drawings are intended to indicate arrangement and control.

1.8.3. Architect or Owner reserves the right to make minor changes in outlet locations indicated, at no additional cost to the Owner.

1.8.4. At conclusion of the project, provide one set of complete legible "as-built" on clean prints.

1.9. Shop Drawings:

1.9.1. Submit within 30 days after contract awarded, a complete set of shop drawings, or items furnished under this section. If Submittals are not received within time allotted, use exact material specified with no substitutions. No consideration will be given to partial lists submitted from time to time. Shop drawings shall be approved before installation of the material under consideration. Approval of materials or equipment shall be not construed as releasing this Contractor from further responsibility for conformance to contract documents, but rather as a means to coordinate the equipment installation.

1.9.2. Shop Drawings shall be submitted only by the Contractor; who shall indicate by signed stamp that he has checked shop drawings and that they are in accordance with contract requirements.

1.9.3. Shop Drawings shall consist of published ratings or capacity data, detailed equipment drawings for fabricated items, and other pertinent data. Where literature is submitted covering a group or series of similar items, item under consideration shall be clearly indicated, or shop drawings will be disapproved.

1.9.4. Shop drawings are required for, but not limited to the following items:

- | | |
|-------------------------|-------------------------|
| (1) All Wires | (9) Disconnect Switches |
| (2) Wire Connectors | (10) Fuses |
| (3) Conduit | (11) Lamps |
| (4) Wiring Devices | (12) Time Clocks |
| (5) Device Cover Plates | (13) Transformers |
| (6) Lighting Fixtures | (14) Motor Starters |
| (7) Ballasts | (15) Photocells |
| (8) Electrical Panels | (16) Contactors |

1.10. Substitutions:

1.10.1. Whenever a specific manufacturer's name and/or model is mentioned, it is only to set a standard of design, performance, quality and serviceability not to limit competition. Other manufacturers and models will be considered equal if they are equal in all respects in the opinion of the Engineer. Proposed equipment, not shown on list of acceptable alternate manufacturers shall be received by Architect, for prior approval, 10 days before Bid Due Date.

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1.10.2. The Engineer is not required to prove that a substitute material is not equal to the specified material, but it is the Contractor's responsibility to prove that the substitute material is equal to the material specified. The Engineer reserves the right to reject any material.

1.11. **Electrical Service:** The electrical service for the project is existing to remain.

PART II BASIC MATERIALS AND METHODS

2.1. **General:** Materials and equipment shall be new and in perfect condition. All materials furnished and installed, for which UL Standards have been established, shall be listed by and bear the UL label. All materials shall be the manufacturer's latest standard design, unless otherwise specified.

2.2. **Wire:** Furnish and install all wire indicated or required for a complete electrical system. All wire shall be soft drawn annealed copper with conductivity of not less than 98% that of pure copper. All conductors shall be type 'THHN / THHW', **except underground wiring shall be type "XHHW"**. Use no wire smaller than No. 12AWG, except control wire. Run mains and feeders the entire length continuous without joints or splices. Make branch circuits, joints or splices electrically and mechanically secure with Buchanan pressure connectors and vinyl insulators. All conductors for lighting and receptacle circuits shall be color coded to indicate various phases and neutrals.

2.3. **Conduit:** All PVC conduit shall be Schedule 40 (heavy wall).

2.4. **Conduit Supports:** All conduit supports shall be approved by the Architect. Supports shall be Korns Clamps, one hole malleable iron clamps, Unistrut and Unistrut clamps or pipe hangers. Tie wire supports and perforated straps are not acceptable.

2.5. Lighting Fixtures:

2.5.1. Lighting fixtures shall be as scheduled on plans. Install fixtures at locations shown on drawings. Fixtures shall be completely wired and lamps installed. Fixtures shall be in perfect operating condition at time of acceptance.

2.5.2. All fixture lamps shall be provided by the contractor, unless noted otherwise.

2.5.3. **Lighting Fixtures:** When required, bids for fixtures must be based on fixtures specified or approved substitutions. Shop drawings shall be submitted on all fixtures. If fixtures are other than specified, Contractor may be required to submit samples of both specified and alternate fixtures.

PART III ELECTRICAL INSTALLATION

3.1. **General:** All work and materials shall conform to the requirements of the National, State and Local Laws and Ordinances and power company having jurisdiction at the job site. The contractor shall notify the engineer of any conflicts between the plans and specifications and the above local, state and national requirements, **before installation**. The engineer will then issue instructions for any changes required. The installation shall be in strict accordance with the latest edition of the National Electrical Code. If code clearance is not available as shown on the plans, the contractor shall coordinate the exact location of equipment and with the Engineer or Architect before installation of the equipment. Schedule work and provide notice to permit inspections by the Architect and for authorities having jurisdiction before the work is concealed. Labor shall be performed in a workmanlike manner by mechanics skilled in their particular trade. Installations shall be consistent in completeness and appearance, whether concealed or exposed. Any item which does not present a neat or workmanlike appearance shall be replaced at no additional cost. If in the opinion of the Architect, objectionable noise is produced by fixture ballasts, transformers or any electrical equipment, rectify such conditions at no additional cost.

3.2. **Lighting Fixtures:** Prior to locating any light fixture, confer with the Architect as to the desired method of locating the light fixtures in the various areas. If this requirement is not met, the contractor may be required to relocate the light fixtures at no additional cost.

3.3. **Testing:** Upon completion of the installation, test and prove all circuits, making whatever adjustments that are necessary. Provide and operate all meters and other testing devices required. Megger test all main feeder and test ground rods at 25 ohm or better. Record all test results and include in final documentation package.

3.4. **Inspection:** Upon completion of contract, there will be a final inspection of the complete installation. Prior to this inspection, all work under this section must be completed, tested (with recorded results), adjusted and put in perfect operating condition.

3.5. **Instructions:** Furnish written instructions **in duplicate** for operations and maintenance of all equipment furnished under this section. Furnish to the Owner, all parts lists, special servicing tools and keys to any equipment.

3.6. Removal of Rubbish, Clean-up and Painting:

3.6.1. Keep area of operations free from accumulation of waste material or rubbish at all times. At the completion of the work, remove all rubbish, tools, scaffolding and surplus materials from the area of operation. Leave all areas "Broom" clean.

3.6.2. Clean all equipment provided by the electrical contractor. Remove all labels, dirt, paint, grease and stains from all exposed devices, equipment and fixtures installed under this contract to present a first-class job suitable for occupancy.

END OF SECTION 16000

Section IV – Owner Required Forms

1. HUD-5369 – Instruction to Bidders for Contracts – Public and Indian Housing Programs
2. HUD-5369-A – Representations, Certifications, and Other statements of Bidders – Public and Indian Housing Programs.
3. Non-Collusive Affidavit
4. HUD-51000 – Schedule of Amounts for Contract Payments
5. HUD-51001 – Periodic Estimate for Partial Payment
6. HUD-51002 – Schedule of Change Orders
7. HUD-51003 – Schedule of Material Stored
8. HUD-51004 – Summary of Material Stored
9. HUD-5372 – Construction Progress Schedule
10. WH-347 – U.S. Wage and Hour Division – Payroll Form
11. Department of Labor – Wage and Hour Division – Minimum Wage Notice
12. HUD-4720 – Project Wage Rate Sheet
13. Department of Labor – Davis Bacon Minimum Wage Rates TX190010
14. HUD-5370 – General Conditions for Construction Contracts – Public Housing Programs
15. HUD-92554M – Supplementary Conditions of the Contract for Construction
16. Standard Form LLL – Disclosure of Lobbying Activities
17. HUD-50071 – Certification of Payments to Influence Federal Transactions
18. HUD-92010 – Equal Employment Opportunity Certification
19. HUD-2530 – Previous Participation Certification
20. Contractor's Affidavit of Release or Waiver of Liens
21. Certificate and Release
22. Section 3 Plan

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Gary Allsup, Contracting Officer
254 N. 13th Street
Aransas Pass, TX 78336

[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)

NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS §
 § Non-Collusive Affidavit of Prime Bidder
COUNTY OF NUECES §

BEFORE ME, on this day personally appeared _____
("Affiant") who after being by me first duly sworn, deposes and says:

I am _____ (title) of _____, a Texas Corporation or
General/Limited partnership or an individual, and in such capacity I represent that I have the
authority to make this affidavit and this proposal or bid, as follows:

(1) That affiant employed no person, corporation, firm, association, or other
organization, either directly or indirectly, to secure the public contract under which he is to receive
payment, other than persons regularly employed by the affiant whose services in connection with
the construction of the public building or project or in securing the public contract were in the
regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any
person, corporation, firm, association, or other organization for soliciting the contract, other than the
payment of their normal compensation to persons regularly employed by the affiant whose services
in connection with the construction of the public building or project were in the regular course of
their duties for affiant.

(3) That such proposal/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 fix overhead, profit or cost element of said bid price of affiant or
of any other bidder, or to secure any advantage against the Aransas Pass Housing Authority, or against
any person interested in the proposed contract; and that all statements in said proposal/bid are true.

Signature and Title

SUBSCRIBED AND SWORN TO before me by affiant, in the capacity and for the purpose
And consideration stated herein, on this _____ day of _____, 20_____.

(seal)

Notary Public, State of Texas

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 3/31/2020)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAS maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAS to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

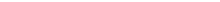
Project Name and Location	Project Number

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number

Approved for Contractor by	Title	Date (mm/dd/yyyy)

Approved for Architect by	File	Date (mm/dd/yyyy)
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Approved for Owner by		Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft., yd., "tons," "lb., "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions 11	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List 12
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

**Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.**

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency		Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
Location of Project			Project Number
Name of Contractor			Contract Number
Item Number (1)	Description of Item (2)		Completed to Date (3)

	\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)

\$

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____
dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____

3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____

7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____

9. Less: Retainage, _____% \$ _____

10. Net amount earned to date (line 8 less line 9) \$ _____

11. Less: Previously earned (line 10, last Periodic Estimate) \$ _____

12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____

14. Less: Allowed last period \$ _____

15. Increase (decrease) from amount allowed last period \$ _____

16. Balance Due This Payment \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

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

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

[illegible]

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

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

Previous editions are obsolete.

form HUD-51002 (1/2014)

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)

Name and Location of Project	Project Number
------------------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of Subcontractor	Subcontract Number
-----------------------	--------------------

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					\$

--	--	--	--	--	--	--

Total Amount or Amount Carried Forward	\$
--	----

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.
Previous editions are obsolete.



form HUD-51003 (1/2014)

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number
Name of General Contractor or Subcontractor			Amounts
General Contractor			\$
Subcontractors			\$
Total			\$
Less 10%			\$
Net			\$
Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.			
Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)

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

form HUD-51004 (01/2011)

Previous editions are obsolete

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)							
2. City		3. State		5. Project Name			
4. Location				6. Project Number			
7. Contract For				8. Contract Time (Days)			
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)		10. Contract Price \$			
11. Number of Buildings		12. Number of Dwelling Units		13. Number of Rooms			
(Submit as many pages as necessary to cover the construction period.)	Year (yyy)						
	Month						
	Actual Monthly Value, Work in Place (\$)						
	Actual Accumulated Progress (%)						
	Anticipated Monthly Value (\$)						
	Accumulated Scheduled Progress (%)						
Submitted by	Contractor's Name						
	Title		Signature			Date (mm/dd/yyyy)	
Approved by	PHA/IHA						
	Title					Date (mm/dd/yyyy)	
Approved by	Architect					Date (mm/dd/yyyy)	

Instructions for Preparation of Construction Progress Schedule Form HUD-5372

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	
10	
20	28
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

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

_____ on the _____

(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____

(Building or Work)

_____ day of _____, and ending the _____ day of _____,

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

_____ from the full

(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker:

Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

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

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

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

Column 5 - Total: Self-explanatory

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

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the

gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

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

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

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

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

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

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the

payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

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

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

NURSING MOTHERS The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

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



WH1088 REV 07/16

Project Wage Rate Sheet

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

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Plumbers			\$			
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL		DATE OF DOL APPROVAL
			\$			
			\$			
			\$			
			\$			

General Decision Number: TX190010 01/04/2019 TX10

Superseded General Decision Number: TX20180020

State: Texas

Construction Type: Residential

Counties: Nueces and San Patricio Counties in Texas.

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

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

Modification Number	Publication Date
0	01/04/2019

* SUTX1992-004 05/06/1992

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	
BRICKLAYER.....	\$ 7.25	
CARPENTER.....	\$ 7.25	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	
ELECTRICIAN.....	\$ 12.53	.60+3.75%

FLOOR LAYER: CARPET (SOFT)
 FLOOR.....\$ 7.25

Laborers:
 Laborers.....\$ 7.25
 Pipelayers.....\$ 7.25

PAINTER: Brush Only.....\$ 7.25

PLUMBER.....\$ 7.25

Power equipment operators:
 Backhoes.....\$ 7.25
 Bulldozers.....\$ 7.25
 Loaders.....\$ 7.25
 Motor Graders.....\$ 7.25
 Scrapers.....\$ 7.25

ROOFER, Including Built Up,
 Composition and Single Ply
 Roofs.....\$ 7.25

Sheet metal worker.....\$ 7.25

TRUCK DRIVER.....\$ 7.25

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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 550 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

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

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

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

Name:

Title:

Date:

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

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

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in 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 \$ 500.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

OMB Approval No. 2502-0598
(Exp. 12/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) 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 that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits 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, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (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, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (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 B.1.(ii)(b) or (c) of this Article, 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 that 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, 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.

3. Payrolls, records, and certifications.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 (40 U.S.C. 3141(2)(B)(ii))), 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 (40 U.S.C. 3141(2)(B)(ii)), 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 shall 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/whd/forms/wh347.pdf> 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 B.3.(ii)(b) of this Article.

(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 Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article 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 shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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, 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 the 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, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall 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 shall 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's 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 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 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 shall 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 shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, 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 Contract clauses referenced in this subparagraph.

7. Contract termination and 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 or 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. Certification of Eligibility.

(i) 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 (40 U.S.C. 3144(b)(2)) 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 (40

U.S.C. 3144(b)(2)) 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 1010, 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 Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 such subparagraph, 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 forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. 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 under any other Federal contract with the same prime contractor, or under 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 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C 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 such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. 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, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

D. 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 a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

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

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Firm Name and Address

By

Title

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

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

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

US Department of Agriculture Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code			
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) Existing	Rehabilitation	Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief.

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.

2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;

b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;

e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;

g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the controlling participants who propose to participate in this project are listed above.

4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.

5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.

6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(e). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).

7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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

Previous editions are obsolete

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

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

TABLE FOR HEADQUARTERS PROCESSING ONLY

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

Previous editions are obsolete

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

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

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

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

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

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

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

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

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

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

CONTRACTOR'S AFFIDAVIT OF RELEASE OR WAIVER OF LIENS

TO: Aransas Pass Housing Authority Contract No. _____

254 N. 13th Street

Aransas Pass, TX 78336

Contract Date: ____/____/20____

Project No. _____

Project: _____

The State of Texas §

§ Release or Waiver of Liens

County of Nueces §

The undersigned, pursuant to the General Conditions of the Contract for Construction (HUD-5370), Specifications, and Additional Conditions, hereby certifies that Release or Waivers of Lien, all Subcontractors, all providers of supplies or materials and equipment, and all performers of Work, labor or services, who may have or have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Contractor certifies that he is authorized to, and does, have the authority to represent the Contractor herein.

Contractor: (insert name and address of Contractor)

Signed By: _____

Contractor - Title

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned notary public, on this the ____ day of _____, 20____.

(seal)

Notary Public, State of Texas

..... (Recording Information).

CERTIFICATE AND RELEASE

<p>TO: Aransas Pass Housing Authority 254 N. 13th Street Aransas Pass, TX 78336</p>	<p>Contract No. _____ Contract Date: ____/____/20__</p>
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The State of Texas §
 §
County of Nueces §

1. _____ ("Contractor") hereby certifies that there is due and payable under the contract described above and all approved Change Orders, the undisputed balance of \$_____.

2. Contractor further certifies that in addition to the amount set forth in paragraph 1, above, there are outstanding the following items which Contractor claims are just and due by the Aransas Pass Housing Authority ("APHA") to Contractor:

- a. \$_____, payable for _____
- b. \$_____, payable for _____
- c. \$_____, payable for _____
- d. \$_____, payable for _____
- e. \$_____, payable for _____

3. Contractor further certifies that all work required under this contract, including work required under Change Orders numbered _____, has been performed in accordance with the terms of the contract, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all sub-contractors were paid in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 above, the Contractor has received all sums payable to the Contractor pursuant to the contract and any Change Orders or modifications thereof.

5. In consideration of the payment of the amount stated above in paragraph 1, the Contractor does hereby release APHA from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2; provided however, that if for any reason the APHA does not pay in full the amount state in paragraph 1 above, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released, but will release upon payment thereof.

6. Contractor further certifies that upon payment of the amounts listed in paragraph 2 above, and of any amount which may be deducted from paragraph 1, Contractor will release the APHA from any and all claims of any nature whatsoever arising out of said contract or Change Orders or modifications thereof, and will execute such further releases or assurances as the APHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this the _____ day of _____, 200__.

Contractor: _____

By: _____

Title _____

Printed name: _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the Contractor, who after being by me duly sworn stated that he was the Contractor or was duly authorized to sign for the Contractor, and that all the foregoing was true and correct and made from personal knowledge.

(seal)

Notary Public, State of Texas

..... (Recording Information).

Section 3 Plan Aransas Pass Housing Authority

This Section 3 Plan pertaining to the above noted contract is hereby formulated to meet the standards detailed within 24 CFR 135; most specifically within Section 135.1, to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing . . ."

Part 1.0 - Current Status as a Section 3 Business Concern

We hereby complete the following to verify our firm's current status as a "section 3 business concern" (as detailed within 24 CFR 135.5):

- 1.1 Yes__ No__: Our firm is "51 percent or more owned by section 3 residents." If "Yes," we hereby submit the following noted documentation to verify this claim; if "No," proceed directly to the following Section 1.2.

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

- 1.2 Yes__ No__: Our firm's "permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents." If "Yes," to justify this claim we hereby submit the following documentation within Table No. 2; if "No," proceed directly to the following Section 1.3.

Section 3 Plan Aransas Pass Housing Authority

- 1.2.1 The following is the FY 2018 Income Limits Summary for Corpus Christi, TX HUD Metro FMR Area. The median income is \$64,400.

[Table No. 2]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$22,350	\$25,800	\$29,000	\$32,200	\$34,800	\$37,400	\$39,950	\$42,550
Extremely Low (30%)	\$13,550	\$16,460	\$20,780	\$25,100	\$29,420	\$33,740	\$38,060	\$42,380
Low (80%)	\$36,050	\$41,200	\$46,350	\$51,500	\$55,650	\$59,750	\$63,900	\$68,000

Income Limit figures are based on FY2018 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please go to:

<https://www.huduser.gov/portal/datasets/il/il2018/2018summary.odn>

[Table No. 3]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

- 1.2.1 If there are quantities entered within the above Table No. 1, we hereby attach a listing of all employees listed within column (3), including each person's name, total annual income, and a copy of a tax return for each justifying the section 3 (low or very-low income) claim (please be sure to "black-out" all but the last 4 digits of the person(s) social security

Section 3 Plan Aransas Pass Housing Authority

number), or any other documentation that shows proof of receipt of public assistance.

- 1.3 Yes___ No___: We hereby provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

[Table No. 4]

(1)	(2)	(3)
Name of Section 3 Firm Receiving the Subcontract	Total Amount of Subcontract(s)	Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

- 1.3.1 Attach fully executed copies of any contracts noted above.

- 1.3.2 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number).

- 1.4 INSTRUCTIONS FROM THE AGENCY. If your firm is unable to claim Section 3 status as detailed within this Part 1.0, please move on to and complete the information within the following Part 2.0.

<p align="center">Section 3 Plan Aransas Pass Housing Authority</p>
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Part 2.0 - Additional Efforts to Satisfy the Requirements of Section 3

- 2.1 Whereas the answer to each of the preceding issues within Part 1.0 is "No," we hereby verify as to each of the following "Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents" detailed within Appendix I of 24 CFR 135; specifically, in each case our firm (for each item marked with an "X" within the "Will" column, attach a full narrative description of the work plan detailed how the noted commitment will be accomplished):

[Table No. 5]

(1) RFP Section	(2) Will	(3) Will Not	(4) Description of Commitment (if marked within the "Will" Column)
2.1.1			Enter into "first source" hiring agreements with organizations representing Section 3 residents.
2.1.2			Sponsor a HUD-certified "Step-Up" employment and training program for section 3 residents.
2.1.3			Establish training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
2.1.4			Advertise the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
2.1.5			Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
2.1.6			Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request

Section 3 Plan Aransas Pass Housing Authority
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			the assistance of these organizations in notifying residents of the training and employment positions to be filled.
2.1.7			Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by the Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
2.1.8			Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
2.1.9			Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
2.1.10			Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
2.1.11			Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
2.1.12			Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
2.1.13			Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2.1.14			Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.

Section 3 Plan

Aransas Pass Housing Authority

2.1.15			For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)
2.1.16			Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions
2.1.17			Undertaking job counseling, education and related programs in association with local educational institutions
2.1.18			Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities
2.1.19			After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
2.1.20			Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

- 2.2 Section 3 Preference Claim, Training and Employment Opportunities. The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

[Table No. 6]

(1) RFP Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to (if marked within the "Will" Column)
2.2.1			Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents).
2.2.2			Residents of other housing developments managed by the Agency that is expending the section 3 covered housing assistance (category 2 residents).
2.2.3			Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
2.2.4			Other section 3 residents (attach complete description).

Section 3 Plan Aransas Pass Housing Authority
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- 2.3 Section 3 Preference Claim, Section 3 Business Concerns.** The undersigned proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

[Table No. 7]

(1) RFP Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to (if marked within the "Will" Column)
2.3.1			Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance are expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).
2.3.2			Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Agency that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).
2.3.3			HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
2.3.4			Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

- 2.4 INSTRUCTIONS FROM THE AGENCY.** If your firm is unable to satisfy the requirements of Section 3 as detailed within this Part 2.0, please move on to and complete the information within the following Part 3.0.

Section 3 Plan Aransas Pass Housing Authority
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Part 3.0 - Potential Hiring Efforts to Satisfy the Requirements of Section 3

3.1 Though our firm has a desire to satisfy the requirements of Section 3, we are unable to do so as detailed within the previous Part 1.0 or Part 2.0. Accordingly, we hereby agree to satisfy the requirements of Section 3 by one or both of the following methods:

3.1.1 **SECTION 3 HIRING GOALS.** As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of Section 3 New Hires:

[Table No. 8]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of New Hires that will result from award of this contract	(4) Goal: Total Number of Section 3 New Hires that the contractor anticipates will result from award of this contract
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

3.1.2 **INSTRUCTIONS FROM THE AGENCY.** If your firm is unable to satisfy the requirements of Section 3 as detailed within the immediate preceding Part 3.1.1, please move on to and complete the information within the immediate following Part 3.1.3.

Section 3 Plan
Aransas Pass Housing Authority

- 3.1.3 INTERVIEWING AND POTENTIAL HIRING OF AGENCY RESIDENTS.** Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:
- 3.1.3.1** Review the Agency's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;
 - 3.1.3.2** In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and
 - 3.1.3.3** If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (e.g. skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the Agency resident.
 - 3.1.3.4** Our firm hereby agrees that all Agency resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.
 - 3.1.3.4.1** NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the Agency the results of such testing and checks, and fully inform the Agency as to why the resident(s) were not hired.
 - 3.1.3.5** Further, we hereby agree to inform the Agency in writing of the following within 5 days after a new employee has been hired, including the following information:
 - 3.1.3.5.1** The position title;
 - 3.1.3.5.2** The name of the person hired;

<p style="text-align: center;">Section 3 Plan Aransas Pass Housing Authority</p>
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- 3.1.3.5.3 The date the Agency listing of Agency resident(s) desiring interviews were reviewed by the contractor;
- 3.1.3.5.4 The name(s) of the Agency resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;
- 3.1.3.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when--if not, why);
- 3.1.3.5.6 Pertaining to any Agency resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this Section 3 Plan as detailed herein.

COMPLETED BY (Contractor):

_____ Signature	_____ Date	_____ Printed Name	_____ Title
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