

PROJECT MANUAL AND SPECIFICATIONS

HVAC REPLACEMENTS FOR COMMUNITY ROOM, SECTION 8 OFFICES AND EXECUTIVE OFFICES

NJ 39-3 : RICHMOND TOWERS
510 East Front Street • Plainfield • New Jersey

for

HOUSING AUTHORITY OF PLAINFIELD
510 EAST FRONT STREET
PLAINFIELD, NEW JERSEY 07060
908-769-6335

architect

S.D. ABRAMOWITZ - ARCHITECTS
Architecture – Planning - Interiors
P.O. Box 708
Orange, New Jersey 07051
973-736-3435
cell: 973-985-3187
scott@abramowitzarchitects.com

November 2021

BID SET # _____

**HOUSING AUTHORITY OF PLAINFIELD
510 EAST FRONT STREET • PLAINFIELD • NEW JERSEY 07060**

**RANDALL M. WOOD
EXECUTIVE DIRECTOR**

**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES
AND EXECUTIVE OFFICES**

**NJ 39-3 : RICHMOND TOWERS
510 East Front Street • Plainfield • New Jersey**

PROJECT MANUAL

DIVISIONS 0 THROUGH 16

**FORMS IN THIS MANUAL
UNDER SECTION 00400
MUST BE SUBMITTED WITH BID
(IN TRIPLICATE)**

November 2021

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00005

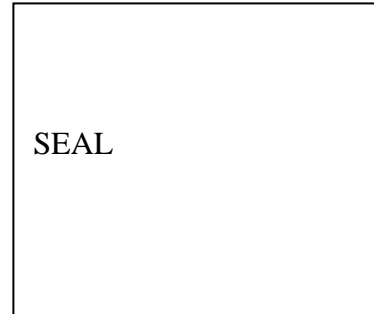
CERTIFICATIONS PAGE

Architectural Certification by: Scott D. Abramowitz, RA

License Number 21AI00856100

Signature: _____

Date: _____



Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

DIVISION 0 :

INTRODUCTORY INFORMATION

BIDDING REQUIREMENTS

CONTRACTING REQUIREMENTS

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00010

TABLE OF CONTENTS

Three (3) pages.

SECTION 00010

TABLE OF CONTENTS

DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT (Issued by the Owner)

SECTION 00010	-	TABLE OF CONTENTS
SECTION 00015	-	LIST OF DRAWINGS
SECTION 00100	-	INVITATION TO BID
SECTION 00200	-	INSTRUCTIONS TO BIDDERS (Form HUD-5369)
SECTION 00210	-	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
SECTION 00300	-	GENERAL PROJECT INFORMATION
	-	EXISTING CONDITIONS
SECTION 00400	-	BID FORM
	-	BID SECURITY (BOND)
	-	CONSENT OF SURETY
	-	REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF BIDDERS (Form HUD-5369-A)
	-	BIDDER'S QUALIFICATION STATEMENT FORM
	-	STATEMENT OF OWNERSHIP
	-	NON-COLLUSION AFFIDAVIT
	-	STATEMENT OF COMPLIANCE WAGES
	-	INDEMNIFICATION AGREEMENT
	-	PREVIOUS PARTICIPATION CERTIFICATION (Form HUD-2530)
	-	AFFIRMATIVE ACTION STATEMENT
	-	AFFIDAVIT OF MBE COMPLIANCE
	-	SUBCONTRACTOR AND MATERIAL SUPPLIER LIST
	-	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (To be submitted with Bid)
SECTION 00500	-	AGREEMENT (CONTRACT) FORM (Housing Authority Form)
SECTION 00600	-	PERFORMANCE AND PAYMENT BONDS
	-	CERTIFICATIONS AND OTHER SUBMITTAL FORMS (Sample forms to be used during construction period)

SECTION 00700	-	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (Form HUD-5370)
SECTION 00800	-	SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
	-	SUPPLEMENT TO THE GENERAL CONDITIONS Dispute Resolution Process
	-	WAGE RATES (HUD General Decision Number NJ20210044)
SECTION 00900	-	ADDENDA AND MODIFICATIONS
DIVISION 1 - GENERAL REQUIREMENTS		
SECTION 01110	-	SUMMARY OF THE WORK
SECTION 01300	-	ADMINISTRATIVE REQUIREMENTS
SECTION 01400	-	QUALITY REQUIREMENTS
SECTION 01500	-	TEMPORARY FACILITIES AND CONTROLS
SECTION 01600	-	PRODUCT REQUIREMENTS
SECTION 01700	-	EXECUTION REQUIREMENTS
SECTION 01730	-	SELECTIVE DEMOLITION
SECTION 01735	-	CUTTING AND PATCHING

DIVISION 2 - SITE CONSTRUCTION - Not Used
DIVISION 3 - CONCRETE - Not Used
DIVISION 4 - MASONRY - Not Used
DIVISION 5 - METALS - Not Used
DIVISION 6 - WOOD AND PLASTIC - Not Used
DIVISION 7 - THERMAL AND MOISTURE PROTECTION - Not Used
DIVISION 8 - DOORS AND WINDOWS - Not Used
DIVISION 9 - FINISHES - Not Used
DIVISION 10 - SPECIALTIES - Not Used
DIVISION 11 - EQUIPMENT - Not Used
DIVISION 12 - FURNISHINGS - Not Used
DIVISION 13 - SPECIAL CONSTRUCTION - Not Used
DIVISION 14 - CONVEYING SYSTEMS - Not Used

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

DIVISION 15 - MECHANICAL

SECTION 15000 - HVAC EQUIPMENT REPLACEMENT WORK

DIVISION 16 – ELECTRICAL

SECTION 16000 - HVAC / RELATED ELECTRICAL

END OF TABLE OF CONTENTS

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00015

LIST OF DRAWINGS

One page.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00015

LIST OF DRAWINGS

Cover Sheet

ARCHITECTURAL DRAWINGS:

M-1.0	MECHANICAL NOTES
M-2.0	SECTION 8 AND EXECUTIVE OFFICES MECHANICAL PLAN
M-2.1	COMMUNITY CENTER MECHANICAL PLAN
M-3.0	MECHANICAL SCHEDULES
M-4.0	EXISTING MECHANICAL PLAN - SECTION 8
M-5.0	EXISTING MECHANICAL PLAN – EXECUTIVE OFFICES
M-6.0	EXISTING MECHANICAL PLAN – COMMUNITY ROOM

END OF DRAWING LIST

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00100

INVITATION TO BID

Two (2) pages.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00200

INSTRUCTIONS TO BIDDERS

Form HUD-5369

**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

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

[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. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(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.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00210

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

One (1) page

SUPPLEMENTARY BIDDING REQUIREMENTS

1. PRE-BID INSPECTIONS

All Bidders are required to perform a thorough on-site inspection of the building site and ground subsequent to the pre-bid meeting. Bidders are required to sign-in with the Housing Authority prior to conducting inspection for each day an inspection is performed. Bidders are further required to perform its inspections with its primary subcontractors (i.e. electrical, plumbing, mechanical, excavating, etc.) who will need to be familiar with existing conditions and who will also be required to sign in.

All inspections must be completed three (3) business days prior to bid due date. Bids from bidders who do not perform adequate pre-bid inspections of existing conditions, as determined by the Architect/Engineer for the Project, may be considered by the Housing Authority as non-responsive and grounds for disqualification.

2. EVALUATING ACCURACY AND CREDIBILITY OF BIDS

The lowest bidder may be required to submit its calculations (take-off sheets) prepared in determining its bid. These calculations must indicate at minimum, material quantities and unit prices, prevailing wage labor rates and man-hours, construction equipment and rental charges (when applicable), and bidders overhead and profit, for each individual work item calculated for determining the bid.

Upon review of submitted calculations The Housing Authority or its Architect/Engineer may request for further clarifications, additional information, and/or corrections and modifications of the submitted calculations, which shall be made within a reasonable time frame set forth by the Housing Authority, but not longer then seven (7) calendar days from time of request.

Failure of low bidder to submit complete calculations within 24 hours from time of request will result in a non-responsive bid and grounds for automatic disqualification. With each successive disqualified bidder, the next bidder in ascending order will be required (at the discretion of the Housing Authority) to submit its calculations within 24 hours of request for award evaluation.

3. BID FORM

The Bid Forms must be completed in its entirety, without exceptions, including lump sum bids, alternate bids, unit price bids, and all line item breakdown figures. Failure to complete the Bid Form may result in that Bid being rejected for being non-responsive.

END OF SUPPLEMENTARY BIDDING REQUIREMENTS

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00300

GENERAL PROJECT INFORMATION

EXISTING CONDITIONS

- 1. Specific Sheet Copies of Original Construction Drawings are available upon written request to the Architect.**

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00400

**THESE ORIGINAL FORMS AND ATTACHMENTS ARE TO BE SUBMITTED in the order given WITH
BID:**

BID FORM

Five (5) pages.

BID BOND

Two (2) pages.

CONSENT OF SURETY

One (1) page.

REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF BIDDERS

Form HUD-5369-A

BIDDER'S QUALIFICATION STATEMENTS

Seven (7) pages.

STATEMENT OF OWNERSHIP

One (1) page.

NON-COLLUSION AFFIDAVIT

One (1) page.

STATEMENT OF COMPLIANCE WAGES

One (1) page.

INDEMNIFICATION AGREEMENT

One (1) page.

PREVIOUS PARTICIPATION CERTIFICATION

Form HUD-2530

AFFIRMATIVE ACTION & MBE PARTICIPATION STATEMENT

Two (2) pages.

AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE COMPLIANCE

For Non-MBE and Certified MBE

Three (3) pages.

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

Four (4) pages.

BID FORM

TO: HOUSING AUTHORITY OF PLAINFIELD
510 EAST FRONT STREET
PLAINFIELD, NEW JERSEY 07060

INSERT IN BOX : COMPANY NAME, ADDRESS, TELEPHONE AND FAX
NUMBERS, AND EMPLOYER FEDERAL TAX I.D. NUMBER:

TO WHOM IT MAY CONCERN,

The undersigned, having become familiar with the local and site conditions affecting the cost of the Work and having read and understood the Contract Documents, including the:

Invitation to Bid, Instruction to Bidders, Bid Form, Bid Security Form, Non-Collusive Affidavit Form, Bidder's Qualification Form, Representation and Certification Form, Statement of Ownership Form, Affirmative Action Documents, The Prevailing Wage Rates, Statement of Compliance Wages, Performance and Payment Bond Form, Bidding Addenda, General and Supplementary Conditions of the Contract for Construction, and Technical Specifications and Construction Drawings, and as provided by the Authority, and which are on file in the Office of the Housing Authority of Plainfield, New Jersey, hereby, propose to furnish all labor, materials, services, equipment and related items required to complete all work in connection with;

HVAC Equipment Replacements for Community Room, Section 8 Offices, and Executive Offices.

at:

NJ 39-3, Richmond Towers
510 East Front Street
Plainfield, New Jersey 07060,

A Public Housing Project Owned and Operated by the **Housing Authority of Plainfield,**

As stipulated in the Contract Documents, in accordance therewith, and within the specified construction time period of **180 consecutive calendar days**, exclusive of approved delay days due to conditions beyond the control of the Contractor. During this time period, all required Submittals shall be issued for obtaining acceptance by the Architect, and Permits from the City of Plainfield,

For the total lump sum price amount, alternate price amounts, unit price amounts, and cost breakdown schedule as stipulated on the following Tabulation Forms:

Bid Form 'A'

TOTAL PROJECT BID

(from Bid Form 'B')

\$ _____

(Bid amount in words)

Bid Form 'B'

COST BREAKDOWN SCHEDULE

(fill in all blanks)

Amounts given are to represent complete Scope of Work (for all apartment Kitchens) for each Division and Section listed. Each listed item shall include the overhead and profit directly attributable to that specific Division or Section.

Division 0 Bidding Requirements, etc.

- 1. - General & Supplemental Conditions (For obligations not already listed below) \$ _____
- 2. - Performance and Payment Bond \$ _____
- 3. - Permits (City, County, and State) \$ (paid directly by Owner)

Division 1 General Requirements

- 4. - Selective Demolition \$ _____
- 5. - Cutting and Patching \$ _____

Division 15 Mechanical

- 6. - HVAC Related Piping \$ _____
- 7. - HVAC Equipment Replacement \$ _____

Division 16 Electrical

- 8. - HVAC Related Electrical \$ _____

LUMP SUM BID for all Divisions of the Work (add items 1 thru 8) \$ _____

In printed words \$ _____

Bid Form 'C'

UNIT PRICE BIDS

1. Community Room (Divisions 0, 1, 15, and 16):

Lump sum price \$ _____

2. Section 8 Offices (Divisions 0, 1, 15, and 16):

Lump sum price per apartment \$ _____

3. Executive Offices (Divisions 0, 1, 15, and 16):

Lump sum price per apartment \$ _____

=====

Documents to be submitted with this Bid Form:

The following Forms shall be attached to this Bid Form in the order listed, and are apart of the Bid Submittal. Omission of any one item may render Bid as being "Non-Responsive:

1. Bid Bond for (amount in words) _____ \$ _____
2. Consent of Surety.
3. Representations, Certifications & Other Statements of Bidders (form HUD-5369-A).
4. Statement of Bidder's Qualifications.
5. Statement of Ownership.
6. Non-Collusion Affidavit.
7. Statement of Compliance Wages.
8. Indemnification Agreement
9. HUD Previous Participation Certificate (form HUD-2530).
10. Affirmative Action Statement.
11. Affidavit of Minority Business Enterprise Compliance.
12. Bid Form and Subcontractor and Material Supplier List.
13. New Jersey Business Registration Certificate

CERTIFICATION:

This Bidder hereby certifies by the signing of this form that sufficient on-site inspection of the buildings and sites where the work is to be executed were conducted. By submitting this Bid, this Bidder stipulates that he/she has examined and understands the Contract Documents issued for Bidding and is aware of all existing, physical, regulatory, environmental and occupancy conditions and requirements pertinent to the successful completion of the Project, and that this Bidder's Lump Sum Price are based on the Bidder's knowledge and unconditional acceptance of the aforementioned.

The undersigned hereby agrees to complete all of the work shown or specified within the contract time period specified, and further agrees that the Authority may retain from the moneys that are due or which may become due, an amount set fourth in the Specifications for each and every day of delay not caused

by the Authority that may occur beyond the time stipulated for completion of the Work. Such amount to be retained is hereby agreed to be liquidated damages for the Housing Authority of Plainfield and accruing from the initial time of said delay.

NAME OF BIDDER: _____	TITLE: _____
SIGNATURE: _____	DATE: _____

Affix Corporation Seal if by a Corporation:

SEAL

(Business Address)

If Bidder is a Corporation, give the State in which incorporation:

A Corporation organized under the laws of the State of _____.

If Bidder is a Partnership, give names of all Partners with a 10% interest or more:

Partner _____ Partner _____

Partner _____ Partner _____

If Bidder is an Individual using a Trade Name, state name of

Proprietor: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned,

(Name of Principal)

as **PRINCIPAL** and

(Name of Surety)

as **SURETY** are held and firmly bound unto the **Housing Authority of Plainfield**, hereinafter called the "PHA" or "AUTHORITY", in the penal sum of:

(in words) _____ dollars (\$ _____).

That this be an amount equal to 5 percent of the Bid and is of lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany Bid, dated _____, for:

1. HVAC Equipment Replacements for Community Room, Section 8 Offices, and Executive Offices at Richmond Towers, Plainfield, NJ,

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are presented for signature, enter into a written contract with the PHA in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the time period specified, if the Principal shall pay the PHA the difference, between the amount specified in said Bid Bond and the amount for which the PHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

IN THE PRESENCE OF:

Address

Principal (SEAL)

Business Address

Address

Principal (SEAL)

Business Address

ATTEST: _____

Corporate Principal

Business Address
By: _____
(SEAL)

ATTEST: _____

Corporate Surety

Business Address
By: _____
(SEAL)

(Power of Attorney for Persons signing for Surety Company must be attached to Bond)

CERTIFICATE AS TO CORPORATE SEAL

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

(Corporate Seal)

CONSENT OF SURETY

We _____, an insurance company licensed to do business in the State of New Jersey do hereby guarantee that should _____ be awarded the contract herein, our company will provide said Contractor with a Performance and Payment Bond in such sum as is required in the Advertisement for Bid or in the Bid Documents as required by Section 10 of form HUD-5369 "Instructions to Bidders for Contract".

This guarantee is binding for a period of 90 days from the bid opening date.

Respectfully Submitted

Witness: _____ Date: _____

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

Notary Public of
My Commission expires
_____ 20_____.

**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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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)

QUALIFICATION QUESTIONNAIRE

Bid for: _____

Name of Bidder: _____

Address: _____

It shall be necessary for the Bidder to present evidence that he/she is the General Contractor/Contractor and that he/she has been in business for at least three (3) years in this particular (unless otherwise stipulated in the Specifications) and can submit a suitable record of satisfactorily completed similar projects. In addition, he/she should submit evidence that his company has the necessary equipment to carry out this type of operation.

How many years have you been engaged in construction under your present firm or trade name?

_____ years.

How many years has your organization been performing the work required under this contract?

_____ years.

If a Corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a Partnership, answer the following:

Date of Organization: _____

We normally perform _____% of the work with our own labor force. Describe the general character of work normally performed by your company:

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

What equipment do you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quality, size, type and capacity of the equipment you intend to lease or purchase.

Have you ever failed to complete any work awarded to you? If so, state the circumstances.

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the name of the other organization and the describe the circumstances.

Is your organization currently suspended or barred from bidding on federally funded or any state funded projects? If so, name Authority or State and describe circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and describe the circumstances.

Are there any liens of any type filed against your company at this time? If so, specify the nature and amount of the lien.

Did you inspect existing conditions at the project site? In what manner (frequency and degree) have you inspected the proposed project site?

The Work will be supervised by whom? Submit resume(s) of this or those individual(s).

Do you intend to subcontract any portion of the Work? If so, state which portion(s) will be subcontracted?

Have you made contracts, received firm quotes, or estimates from subcontractors and material suppliers?
If so, list trades and materials. Do not give names of subcontractors or suppliers.

Give Trade References:

Give Bank References:

FINANCIAL STATEMENT

Present a financial statement indicating the condition of your company for not more than 3 months prior to the bid submission. You may submit a professionally prepared financial statement which should address at least those items listed below or you may submit this form fill out with certification by your CPA.

ASSETS

Cash on hand \$ _____

Cash in Bank & Name of Bank \$ _____

Accounts Receivable from Completed Contracts \$ _____

Value of Real Estate Used for Business Purposes \$ _____

Value of Material in Stock \$ _____

Equipment Book Value \$ _____

Furniture and Fixtures \$ _____

Total Assets \$ _____

LIABILITIES

Notes Payable to Bank \$ _____

Notes Payable for Equipment Obligations \$ _____

Notes Payable for Other Obligations \$ _____

Accounts Payable \$ _____

Other Liabilities \$ _____

Total Liabilities \$ _____

QUESTIONNAIRE AFFIDAVIT

State of _____ SS.

County of _____

_____ being first duly sworn deposes and says:
(Individual's name)

That he/she is _____
(Owner, Officer, or Partner of the firm of, etc.)

the party making the foregoing proposal or bid for (give name and address of project)

that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he/she hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority to verify the recitals contained in this questionnaire.

(Signature of Bidder)

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

(Notary Public)

My Commission expires _____

**STATEMENT OF OWNERSHIP OF CORPORATION
OR PARTNERSHIP BIDDERS**

The following is a list of names, addresses and social security numbers of all stockholders owning ten percent (10%) or more of the stock of this corporation, or ten percent (10%) or more of the stock of this corporation's corporate stockholders, or in the case of a partnership, those partners owning a ten percent (10%) or greater interest therein.

<u>NAME</u>	<u>SOCIAL SECURITY NUMBER</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature of Authorized Individual and Title)

Notarization:

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

Notary Public _____

My Commission Expires _____, 20____.

NON-COLLUSION AFFIDAVIT

State of _____ SS.

County of _____

_____, being first duly sworn, deposes and says:

That he/she is a _____
(Owner, Officer or Partner of the Company of, etc.)

the party making the foregoing proposal or Bid dated _____ 20____, that such proposal or Bid is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from Bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the **Housing Authority Plainfield** or any person interested in the proposed contract; and that all statements in said proposal of Bid are true.

Signature of: _____
Bidder, if the Bidder is an Individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

Notary:

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

My commission expires _____, 20_____.

STATEMENT OF COMPLIANCE-WAGES

This is to certify that all persons employed by the undersigned will be paid fully, weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in CFR #29, Part 3, regulations issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates, the contract under which such work was performed; and that the classification set fourth for each laborer or mechanic conforms with the work they performed.

Signature: _____

Title: _____

Date: _____

INDEMNIFICATION AGREEMENT

(fill in all blanks)

This agreement, made this _____ day of _____, 20____, between the Housing Authority of Plainfield and _____, in the County of Union and the State of New Jersey.

Whereas, _____ has been contracted by the Housing Authority of Plainfield for _____ HVAC Equipment Replacement work _____ in accordance with the Contract Documents and all applicable laws, and;

Whereas, parties hereto seek to protect the Owner from any and all real, actual or potential, claims arising from any negligent or allegedly negligent act and/or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by either, or anyone for whose acts either may be or appear to be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Now, and Therefore, _____ hereby agrees to save, and **Indemnify**, and keep harmless the Housing Authority of Plainfield, against all liability for any and all claims, demands, judgments, and damages including personal and property damage arising from any act or omission of itself or its Subcontractors, agents or employees, while in or about the building or premises and further agrees to **Indemnify** the Owner and/or its agents.

Signed and Sealed this _____ day of _____, 20____.

by: _____ title: _____

Previous Participation Certification

U.S. Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp. 10/31/2000)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification			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 contained in the application	
3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

List of All Proposed Principal Participants

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

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)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

- a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
- b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
- e. I have not been convicted of a felony and am not presently, to my knowledge, 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. I 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. I 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 parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
4. I am not 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 O and

USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.

5. I am not a principal 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. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
7. I am not 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 I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, **"No previous participation, First Experience."**

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctn Rating
				Yes	No If "Yes," explain	

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other, our memorandum is attached.
Supervisor	Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

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

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative 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. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects 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 principal 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 parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

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, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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 by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List.**" In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

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 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 principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who 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 30 minutes 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 for participation in this HUD program.

AFFIRMATIVE ACTION STATEMENT:

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

A. The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin. The Contractor, however, will take affirmative action to ensure that minority group members are employed and are not discriminated against during employment. Such actions 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 by the State Treasurer or any political subdivision or agency delegated responsibilities by him pursuant to P.L. 1975, C. 127.

B. The Contractor will, in all solicitation 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, religion, color, sex or national origin.

C. 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 advising the labor union or worker's representative of the contractor's commitments under this specification and under rules, regulations and orders promulgated by the State Treasurer pursuant to his authority under P.L. 1975, C. 127. The Contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.

D. The Contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127, and with all provisions of N.J.S.A., 10:2-1 through 10:2-4, and rules and regulations promulgated thereunder.

E. The Contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records and accounts by duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations and orders adopted pursuant to P.L. 1975, C. 127 and pursuant to the provision of N.J.S.A., 10:2-1 through 10:2-4, and all rules and regulations promulgated thereunder.

F. In the event of the Contractor's noncompliance with this specification or of any rules, regulations, or orders promulgated by the State Treasurer, pursuant to P.L. 1975, C. 127 or with the provisions of the N.J.S.A. 10:2-1 through 10:2-4, or rules or regulations promulgated thereunder, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Treasurer pursuant to P.L. 1975, C. 127, may be imposed for the aforementioned violations.

G. The Contractor will include all of Clauses 1 through 6 above in even subcontract or purchase order unless exempted by P.L. 1975, C. 127 or rules, regulations or orders promulgated thereunder by the State Treasurer, so that all of the aforementioned clauses will be binding upon? each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

H. For the purpose of this specification, the following items shall have the following meanings: (a) Affirmative Action means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members. (b) Minority Group Members means persons who are Negroes, Spanish-surnamed Americans, or American Orientals.

I. The parties to this contract agree to incorporate into this contract the mandatory language or subsection 3.4(a) of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractors agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a), provided that said subsection shall be applied to subject to the terms of subsection 3.4(d) of said Regulations.

J. The parties to this contract agrees to incorporate into this contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time and the contractor or subcontractor agrees fully with the terms, provisions, and obligations of said Section 5.3

THIS FORM MUST BE SIGNED

Contractor's Signature

Name of Company, Contractor

date

**AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE COMPLIANCE
FOR NON-MINORITY BUSINESS ENTERPRISE**
(fill in all blanks)

A. I, _____, hereby testify that I am the majority shareholder of the Company listed below, which is not certified by the State of New Jersey as a MBE Firm; and hereby certify that if awarded this Contract, we will comply with Executive Order ".123432", together with any amendment, entitled Minority Business Development, and further agree that:

B. The ten (10) days prior to the execution of this contract, I will submit names and addresses of subcontractors, who will be required to prove their valid classification of MBE and who will be utilized on the project, in which said subcontractor(s) will, at a minimum, equal twenty percent (20%) of the Total Contract Amount. Approved N.J. Certificates of MBE shall be submitted and dated, received or revised within twelve (12) months of the receipt of Bids; and further agrees that:

C. Non-Compliance with any of the above is justification for termination of the Contract by the Housing Authority of Plainfield.

Name and Address of Company

Contractor's Signature

Sworn to and subscribed before me this

_____ day of _____, 20_____

A Notary Public of the State of _____

My Commission expires _____

**AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE COMPLIANCE
FOR CERTIFIED MINORITY BUSINESS ENTERPRISE**

(fill in all blanks)

A. Name of Firm: _____

B. List below the names of owners, the percentage of ownership, the date of acquisition of current percentage, and the method by which this percentage of ownership was obtained (i.e., gift, purchase, inheritance, other - please specify):

Name of Owner	Percentage of Ownership	Date of Acquisition In Ownership	Method of Obtaining Ownership
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

C. List the names of persons responsible for making policy on behalf of the firm:

1. _____ 2. _____
3. _____ 4. _____

D. List names of persons responsible for daily operation and management of this project:

1. _____ 2. _____
3. _____ 4. _____

E. Indicate type of Minority that qualifies your firm as an MBE:

I, _____, representing the firm of, _____,

do hereby certify that the above information is true and do hereby agree that if false information is given, such action may lead to the termination of the contract by the Housing Authority of Plainfield.

Name and Address of Company

Contractor's Signature

Sworn to and subscribed before me this

_____ day of _____, 20_____

A Notary Public of the State of _____

My Commission expires _____

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

The Bidder shall state below, the name, address, and years in business for each Subcontractor and Primary Material Suppliers to be used on this project. **A change in named subcontractor or material supplier after an Award has been made must be approved by the Housing Authority or the Contractor may be considered in default.**

Bidders shall submit NJ State license(s) of subcontractors required for Plumbing and Electrical work. HVAC subcontractors shall submit license from NJ State Board of Examiners of Heating, Ventilation, Air Conditioning, and Refrigeration (HVACR) Contractors.

Subcontractors **need not** provide a separate performance bond to the Authority.

If Bidder is executing any of the following Trades with its own resources, indicate "Bidder" for "Name of Company". Refer to Section 2.(b) of the General Conditions and Section 19 of the Supplementary Conditions of the Construction Contract.

For each of the subcontractors and/or material supplier listed, provide the indicated information (typed or hand printed):

Selective Demolition

Name Address and Telephone Number of Company:

Cutting and Patching

Name Address and Telephone Number of Company:

HVAC Equipment Manufacturer (Community Room)

Name Address and Telephone Number of Company:

HVAC Equipment Vendor (Community Room)

Name Address and Telephone Number of Company:

HVAC Equipment Installer (Community Room)

Name Address and Telephone Number of Company:

HVAC Equipment Manufacturer (Section 8 Offices)

Name Address and Telephone Number of Company:

HVAC Equipment Vendor (Section 8 Offices)

Name Address and Telephone Number of Company:

HVAC Equipment Installer (Section 8 Offices)

Name Address and Telephone Number of Company:

HVAC Equipment Manufacturer (Executive Offices)

Name Address and Telephone Number of Company:

HVAC Equipment Vendor (Executive Offices)

Name Address and Telephone Number of Company:

HVAC Equipment Installer (Executive Offices)

Name Address and Telephone Number of Company:

Plumbing Contractor

Name Address and Telephone Number of Company:

Name and Licensed Number of Plumber in Charge

Electrical Contractor

Name Address and Telephone Number of Company:

Name and Licensed Number of Electrician in Charge

List all work other than that indicated above that Bidder intends to perform with its own labor force:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00500

AGREEMENT (Form of Contract For Construction)

Housing Authority Form.

Two (2) pages.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00600

PERFORMANCE AND PAYMENT BONDS

Two (2) pages.

HUD and AIA CERTIFICATION FORMS

INSTRUCTIONS FOR PREPARATION OF PERFORMANCE BOND

TO BE SUBMITTED AFTER RECEIPT OF NOTICE OF AWARD

1. Individual sureties, partnerships, or corporations not in the surety business will not be accepted.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be 100% of the Bid amount.
4. If the Principals are partners or joint ventures, each member shall execute the Bond as an Individual, with his place of residence shown.
5. If the Principal is a corporation, the Bond shall be executed under its corporate seal. If the Corporation has no corporate seal, that fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the Corporation's name.
6. The official character and authority of the person(s) executing the Bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the Corporate Seal, or there may be attached copies of so much of the records of the Corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the Corporate Seal, to be true copies.
7. The current power of attorney of the person signing for the surety company must be attached to the Bond.
8. The date of the Bond must **not** be prior to the date of the Contract
9. The following information must be placed on the Bond by the surety company.
 - a) The rate of premium in dollars per thousand, and
 - b) The total dollar amount of premiums charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the Bond.
11. Type or print the name underneath each signature appearing on the Bond.
12. An executed copy of the Bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CAUTION: Extreme care must be taken in preparing the Bond so that a portion of the text of the body of the instrument appears on the same page as the signatures of the Principal and his/her surety, or the signatures may be placed on the reverse of a page combining text. In addition, the continuity from page to page must be clearly evident.

NOTE: The Bond is to be countersigned by the local agent.

**PERFORMANCE AND PAYMENT BOND
(SAMPLE)**

KNOW ALL MEN BY THESE PRESENT, That we, the undersigned _____

as Principal, and

as Surety, are hereby held and firmly bound unto the **Housing Authority of Plainfield,**

in the penal sum of (in words) _____ dollars (\$))
for the payment of which well and truly to which well and truly to which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

NOW, if the said _____ shall well and faithfully do and perform the things agreed by the **Housing Authority of Plainfield** to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, material suppliers, laborers, persons, firms or corporations for the labor performed or materials, provisions, provender, or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material supplier, laborer, person, firm or corporation having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to be the terms of the said Contract or in or to the Plans Specifications therefore shall in anyway affect the obligation of said surety on its bond.

Signed, Sealed and Delivered in the presence of:

(Principal)

ATTEST: _____

by: _____

(As to Principal)

(Surety)

(As to Surety)

by: _____

The rate of premium in this Bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

(The above to be filled in by surety company.)

(Power of Attorney of person signing for Surety Company Must be attached.)

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

The following HUD forms shall be used by the Contractor as required and when appropriate:

Schedule of Amounts for Contract Payments
form HUD-51000

Periodical Estimate for Partial Payment
form HUD-51001

Schedule of Change Orders
form HUD-51002

Schedule of Materials Stored
form HUD-51003

Summary of Materials Stored
form HUD-51004

Construction Progress Schedule
form HUD-5372

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

The following AIA forms shall be used by the Contractor as required and when appropriate:

Change Order
AIA Document G701

Certificate of Substantial Completion
AIA Document G704

Contractor's Affidavit of Payment of Debts and Claims
AIA Document G706

Contractor's Affidavit of Release of Liens
AIA Document G706A

Consent of Surety Company to Final Payment
AIA Document G707

Consent of Surety to Reduction in or Partial Release of Retainage
AIA Document G707A

Proposal Request
AIA Document G709

Architect's Supplemental Instructions
AIA Document G710

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Form HUD-5370

General Conditions of the **Contract for Construction**

Public and Indian Housing Programs

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36 and those requirements set forth in Section 3 of the Housing and Urban development Act of 1968, as amended, and implemented by HUD at 24 CFR 135 and by its amendment by the Housing and Community Development Act 1992, implemented by HUD in the Interim Rule published June 30, 1994. The form is required for construction contracts awarded by Public Housing Agencies (PHAs) and Indian Housing Authorities (IHAs). 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

Table of Contents

Clause	Page	Clause	Page
Conduct of Work		Administrative Requirements	
1. Definitions	1	25. Contract Period	9
2. Contractor's Responsibility for Work	2	26. Order of Precedence	9
3. Architect's Duties, Responsibilities, and Authority	2	27. Payments	9
4. Other Contracts	2	28. Contract Modifications	10
Construction Requirements		29. Changes	11
5. Preconstruction Conference and Notice to Proceed	3	30. Suspension of Work	11
6. Construction Progress Schedule	3	31. Disputes	12
7. Site Investigation and Conditions Affecting the Work	3	32. Default	12
8. Differing Site Conditions	4	33. Liquidated Damages	13
9. Specifications and Drawings for Construction	4	34. Termination for Convenience	13
10. As-Built Drawings	5	35. Assignment of Contract	13
11. Material and Workmanship	5	36. Insurance	13
12. Permits and Codes	5	37. Subcontracts	14
13. Health, Safety, and Accident Prevention	6	38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	14
14. Temporary Heating	6	39. Equal Employment Opportunity	14
15. Availability and Use of Utility Services	6	40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.	15
16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	41. Indian Preference	15
17. Temporary Buildings and Transportation of Materials	7	42. Interest of Members of Congress	15
18. Clean Air and Water	7	43. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19. Energy Efficiency	7	44. Limitations on Payments made to Influence Certain Federal Financial Transactions	15
20. Inspection and Acceptance of Construction	7	45. Royalties and Patents	15
21. Use and Possession Prior to Completion	8	46. Examination and Retention of Contractor's Records	15
22. Warranty of Title	8	47. Labor Standards - Davis-Bacon and Related Acts	15
23. Warranty of Construction	8	48. Labor Standards - Non-Routine Maintenance	20
24. Prohibition Against Liens	9	49. Non-Federal Prevailing Wage Rates	22

General Conditions of the Contract for Construction

Public and Indian Housing Programs

Conduct of Work

1. Definitions

- (a) **“Architect”** means the person or other entity engaged by the PHA/IHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA/IHA 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/IHA 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-5369-A), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from either the U.S. Department of Labor or HUD, 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/IHA 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/IHA in all dealings with the Contractor.
- (d) **“Contractor”** means the person or other entity entering into the contract with the PHA/IHA 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/IHA, 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/IHA 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/IHA”** means the Public Housing Agency or Indian Housing Authority organized under applicable state or tribal law 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.

2. Contractor's Responsibility for Work

- (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/IHA 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/IHA.
- (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/IHA, 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/IHA 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/IHA 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/IHA 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/IHA 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/IHA 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/IHA employees.

Construction Requirements

5. Preconstruction 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/IHA, its Architect, 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. The PHA/IHA 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/IHA. 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/IHA, 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/IHA.
- (b) The PHA/IHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA/IHA. Nor does the PHA/IHA 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/IHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA/IHA 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/IHA 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/IHA's reasons therefor. 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/IHA 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/IHA 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 pre-paid. 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/IHA 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 re-testing 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) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of 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/IHA 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. 327 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/IHA, 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/IHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA/IHA 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/IHA or, where the utility is produced by the PHA/IHA, 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/IHA, 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/IHA 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/IHA 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/IHA. 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 Applicable to Contracts in Excess of \$100,000

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —
 - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
 - (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
 - (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
 - (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all 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/IHA by which the PHA/IHA 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/IHA 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/IHA inspections and tests are for the sole benefit of the PHA/IHA 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/IHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA/IHA 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/IHA 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/IHA 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/IHA 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/IHA not to conform to contract requirements, unless the PHA/IHA 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/IHA 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/IHA, 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/IHA 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/IHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA/IHA 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/IHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA/IHA 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/IHA 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/IHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA/IHA 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/IHA'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 therefor. If prior possession or use by the PHA/IHA 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/IHA 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/IHA 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/IHA-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/IHA 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/IHA; and,
- (3) Enforce all warranties for the benefit of the PHA/IHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA/IHA 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/IHA nor for the repair of any damage that results from any defect in PHA/IHA 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/IHA'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/IHA'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 under this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.
- 26. Order of Precedence**
- 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/IHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA/IHA 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/IHA 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/IHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ 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/IHA 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/IHA 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/IHA 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/IHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA/IHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA/IHA, 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/IHA 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/IHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA/IHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA/IHA 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/IHA 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/IHA shall not (1) determine or adjust any claims for payment or disputes arising thereunder 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/IHA 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/IHA 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/IHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA/IHA.

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/IHA-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/IHA 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/IHA.
- (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 and Labor Standards- Nonroutine Maintenance**, 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/IHA 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/IHA in accordance with the PHA's/IHA'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/IHA 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/IHA 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/IHA 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/IHA 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/IHA, (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/IHA.

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/IHA as liquidated damages, the sum of \$ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA/IHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA/IHA 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/IHA in completing the work.
- (c) If the PHA/IHA 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/IHA. 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/IHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA/IHA 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/IHA or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA/IHA; 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/IHA 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/IHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "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 \$_____ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA/IHA 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/IHA 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/IHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA/IHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure

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/IHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA/IHA. 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/IHA'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/IHA 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 HUDs

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 contractors 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 contractors obligations under 24 CFR part 135.
- (f) Noncompliance with HUDs 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).
- (h) Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements 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, 25 U.S.C. section 450e(b) when this law is applicable.

41. Indian Preference Applicable to contracts awarded by

Indian Housing Authorities for projects owned or controlled by Indian Housing Authorities.

- (a) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.
- (b) The parties to this contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) and all HUD requirements adopted pursuant to section 7(b).
- (c) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.
- (d) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.
- (e) Upon a finding by the IHA or HUD that any party to this contract is not in compliance with the section 7(b) clause, said party shall, at the direction of the IHA, take appropriate remedial action pursuant to the contract.

42. 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.

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

No member, officer, or employee of the PHA/IHA, 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/IHA 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.

44. 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.

- (c) 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 clause.

45. 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/IHA harmless from loss on account thereof; except that the PHA/IHA 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.

46. Examination and Retention of Contractor's Records

- (a) The PHA/IHA, 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/IHA, 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.

47. 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 construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

- (a) **Minimum Wages.**

(1) 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) 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 not less than 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 Part 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 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;

(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 (b)(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 the 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 prevail-

ing 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, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- (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 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), 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (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 (d)(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, Employ-

ment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training 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 the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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/IHA, 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 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).

- (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.

[] **48.Labor Standards-Non-routine Maintenance**

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

- (a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 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 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 only when the following criteria have been met:
- (A)The work to be performed by the classification required is not performed by a classification in the wage determination;
- (B)The classification is utilized in the area by the industry; and
- (C)The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii)The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (b) **Withholding of funds.** The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic

employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA/IHA or HUD 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 at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(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. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

(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 subparagraph (c)(1) of this clause and that such information is correct and complete;

(B) that each laborer or mechanic 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 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 the PHA/IHA 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 or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **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.

(e) **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 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) 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 paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA/IHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **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 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 (g)(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 (g)(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 (g)(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 (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in

any subcontracts all the provisions contained in this clause 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 the provisions contained in this clause.

49. Non-Federal Prevailing Wage Rates

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 either of the following occurs:

- (1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a 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 or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or
- (2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00800

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION with Dispute Resolution Process

Seven (7) pages.

FEDERAL LABOR STANDARDS AND WAGE RATES

General Decision Number NJ20210044 07/29/2021

Ten (10) pages.

AFFIRMATIVE ACTION DOCUMENTS

Two (2) pages.

MBE DOCUMENTS

One (1) page.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1. HUD CIAP AND CGP FUNDS

The project will utilize Housing and Urban Development Funds. The Contractor shall conform to all requirements pertaining thereto.

2. CORRESPONDENCES

The Contractor shall send copies of all correspondences concerning any matter of a contractual and technical nature to the Authority and the Authority's Architect for this Project; S.D. ABRAMOWITZ - ARCHITECTS, c/o Scott D. Abramowitz, RA, P.O. Box 708, Orange, NJ 07051 All Submittals issued by the Contractor shall be sent directly to S.D. ABRAMOWITZ - ARCHITECTS.

3. PROMPTNESS AND MANNER OF EXECUTION

Time is an essential consideration of the Contract. The Work shall commence within 7 consecutive calendar days of receiving a "Notice to Proceed" from the Authority with a proper and sufficient work force, and ample supply of materials to complete the work at the earliest possible date, but not later than the date set forth for time to complete the Work. **No demolition or construction work shall begin without first obtaining proper permits from the City of Plainfield and approval of submittals from the Architect.**

All work shall be executed expeditiously and in a manner that would not interfere with the operations of the Authority and other Contractors who might be engaged at the site at the same time, or obstruct the passage of on site traffic and pedestrians.

4. DETOUR OF TRAFFIC

Detour of traffic on Municipal streets shall be kept to a minimum and subject to prior approval of local Municipal officials (fire, police, etc.) and the Authority. Traffic control on County roads shall be under the jurisdiction of the County Board of Freeholders. State Highway traffic control shall be under the jurisdiction of the New Jersey Department of Transportation. Any necessary detour of traffic on sites and temporary relocation of parking shall be subject to Authority approval.

The Contractor shall furnish, install and maintain, in a safe and approved manner, all signage and other necessary devices required for vehicular and pedestrian detouring operations in connection with this Project.

5. SCHEDULING THE WORK

Prior to any staging and construction, the contractor shall submit a Construction Schedule to the Authority pursuant to Section 01300 of the Specifications for approval. The Work Schedule shall include the phasing for all the Work of the Project including the systematic staging for removal and replacement of the Work through to completion.

Unless otherwise permitted by the Authority, no work on site shall be executed between the hours of 5:00 PM and 8:00AM prevailing local time. If it shall become absolutely necessary to perform work during this time period, or on Saturdays or Sundays, the Authority shall be informed, in advance for prior approval and without burden of extra cost to the Authority for inspections or supervision of the Work. Good lighting and all other safety precautions must be provided if the Work is done during night hours.

All work of the office addition must be completed and staff relocated therein before alteration work to existing office spaces are to commence so that inconveniences and disruptions to ongoing administration activities are minimized.

6. NOTIFICATIONS

The Authority shall be responsible for issuing advance notices to tenants who may be affected by construction activities.

7. CONSTRUCTION ACCESS

Construction access to the site shall be through public streets or rights-of-ways and only at curb cuts. The Contractor shall obtain whatever additional access it deems necessary at no additional cost to the Authority.

Access to and securing of staging areas for large construction equipment or demolition disposal shall be the full responsibility of the Contractor and appropriately size equipment and dumpsters to minimize interruption to pedestrians. Staging and dumpster areas shall be subject to the Authorities review and acceptance.

8. EMERGENCY AND SERVICE ACCESS

Access to the site by emergency vehicles and construction area by emergency personnel must be maintained at all times. Local traffic shall only be restricted during construction work hours and shall be normalized without limiting access during non-work hours.

Access by service vehicles and personnel such as postal, garbage, etc. shall be maintained, during construction, and during delivery and pick-up hours.

9. TIME OF COMPLETION

The contractual time for completion of the Work specified in the Contract Documents is **180 consecutive calendar days inclusive of consecutive calendar days for obtain submittal approval and permits**. Additional days shall be allocated due to rain, snow or inappropriate air temperatures, or delays arising from regulatory review and approval or delays directly caused by the Housing Authority.

10. LIQUIDATED DAMAGES

The liquidated damage provision stipulated in Section 33, "Liquidated Damages" of the General Conditions of the Construction Contract shall not be the exclusive remedy brought to bear by the Authority for breach or default hereof. Both parties to the

Construction Contract agree that the Authority shall, in its discretion, have the right to assert and claim damages that it has or might have sustained due to the Contractors failure to comply with all requirements of the Contract Documents.

LIQUIDATED DAMAGES SHALL BE ASSESSED AT \$500.00 PER DAY OF DELAY.

11. DELAYS IN CONSTRUCTION

The Contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the Work due to unforeseen causes beyond the control and without the fault of the Contractor as stipulated in the General Conditions of the Construction Contract, Section 32, "Default".

A complete and accurate documentation of all delays must be prepared by the Contractor and promptly submitted to the Authority and Authority's Architect/Engineer. Delay notifications must stipulate reasons, duration, times, dates and other pertinent data.

The Contractor shall be responsible for costs incurred by the Authority for necessary Inspection, Security, Professional and/or Administration services due to a delay in completion of the Work or because the Contractor had worked beyond the normal workday hours.

12. AFFIRMATIVE ACTION

The Contractor shall comply, to the best of its ability, with the stipulated participation goals set forth in the State of New Jersey's "Regulations for Awarding Contracts Pursuant to P.L. 1975 C.127 (NJAC 17:27)" as provided in Part I, Section VII of the Contract Documents.

13. SUBMISSION OF CERTIFIED PAYROLLS

The Contractor shall comply with all payroll statement requirements stipulated there within. The Contractor shall submit directly to the Authority, weekly payrolls and Statement of Compliance as described in the General Conditions for all work performed under the contract for construction. No payment shall be made to the Contractor until the Authority has received payrolls for the work period indicated in any request for payment.

14. PROJECT BULLETIN BOARD

The Contractor shall erect and protect from the weather, a bulletin board at the project site on which to display wage rates, equal opportunity employment data, and emergency telephone numbers.

15. CONSTRUCTION SIGN

The Contractor shall fabricate and erect at a location on the site selected by the Housing Authority a Construction Sign of standard HUD design, indicated all pertinent information pertaining to the project. The sign shall be removed from the site 60 days after date of Substantial Completion.

The size of the sign shall not be more than 4 feet high by 8 feet long and erected so that it can not be damaged, removed, or brought down, by weather or vandalism.

16. RESIDENT EMPLOYMENT

The Contractor will be required to undertake an affirmative and aggressive employment policy to afford a preferential hiring procedure to Housing Authority residents in all jobs and training opportunities generated by this contract. If the Contractor has collective bargaining agreements with labor organizations, he must submit evidence that the said labor organizations are aware of and concur in the hiring procedures stated above.

The Authority will provide a list of potential resident employees to the Contractor. The Contractor agrees to select from this list the residents to be employed as a condition of this contract at a ratio of at least one resident to every twelve employees. However, if there are less than twelve employees, one resident must be hired after the eighth employee.

All residents employed as laborers, trainees, apprentices and mechanics by the Contractor or Subcontractor shall be paid wage rates not less than those prevailing on similar construction projects in this locality, as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act as amended (40 USC, 276(a) - 276 (a)(5)).

17. NOISE CONTROL

The Contractor will be aware that adjacent apartments and houses will be occupied during the work period. Unnecessary loud noise, foul language, screaming, cursing, radios or other obnoxious sounds which may be effecting peaceful occupancy by the residents will result in work being shut down for that day, and that day being counted against the Constructional Schedule.

18. DRUGS AND ALCOHOL

The Contractor shall be responsible for the conduct of its employees during construction work hours. The presence of drugs, alcoholic beverages, or workers impaired by drugs or alcohol, will not be tolerated on the property of the sites by the Authority.

19. IDENTIFICATION

The Contractor shall provide an identification badge for each of its employees. Identification badges shall clearly state the name of the Contractor, employee and employee I.D. number. The Contractor shall require the same of its Subcontractors. All construction personnel shall be required to wear badges, on and off construction site while on Authority's property.

20. CONTRACTOR RESPONSIBILITY FOR THE WORK

The Contractor shall not execute more than one trade of the Work for the Project with its own resources, labor, and equipment, and if self-performs a trade, shall be regularly engaged in that work activity.

21. **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

Attachment to this Section, on the following pages.

END OF SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

Supplement to the General Conditions

The following process for non-binding arbitration shall be required and followed pursuant to Section 31 (e) (2) Disputes of the General Conditions of the Contract for Construction.

DISPUTE RESOLUTION PROCESS

The following procedure shall be required and followed on any and all disputes, differences, disagreements, breaches or questions which arise between the parties to this agreement and each step listed herein shall be considered a condition precedent to the succeeding step in the resolution process.

I. Statement of dispute submitted to opposing party

A party seeking resolution of any dispute, difference, disagreement, breach or question shall submit a written statement of the nature of the same and notice of intent to proceed to non-binding arbitration to the other parties hereunder twenty (20) days prior to any request for non-binding arbitration.

II. Non-binding arbitration mandatory requirement and condition precedent to any legal action.

1. In the event of any dispute arising relative to the fulfillment of any of the above terms, and failing an amicable adjustment, it shall be submitted to by arbitration, under the rules American Arbitration Association for the arbitration of disputes. Should anything in this clause of dispute resolution conflict with said rules, this clause shall be deemed to govern. The decision of the arbitrators shall be non-binding and advisory on both parties. It is specifically and further agreed that if at any time any dispute, difference, disagreement, breach or question shall arise between the parties or their respective heirs, executors, administrators, or assigns, or any of them, touching the construction, meaning, or effect of these presents, or any clause of thing contained here or the rights or liabilities of the parties respectively, or their respective heirs, executors, or administrators or any of them, under these presents, or otherwise in relation to the premises, then each dispute, difference, or question shall be referred to non-binding arbitration. The Arbitrators shall be appointed as follows: one to be appointed by each party and a third arbitrator to be appointed by the first two arbitrators. Said appointments shall be made in writing. If either party refuses or neglects to appoint an arbitrator within twenty (20) days after the other party has appointed an arbitrator, and has served a written notice upon the first party requiring it to make an appointment, then the arbitrator appointed shall, at the request of the party appointing him or her, proceed to hear and determine the matters in differences as if he or she were an arbitrator appointed by both parties for that purpose. The award or determination which shall be made by the arbitrators by majority decision and shall be non-binding and advisory in nature upon the parties respectively, and their respective heirs, executors, administrators, and assigns provided: the decision shall be made in writing within one hundred twenty (120) days next after the reference to the arbitrators unless said time period is enlarged by agreement of the parties or written notice of the arbitrator(s).

2. No one shall be nominated or act as an arbitrator who is in any way financially interested in this contract or in the business affairs of either party. The general procedure and laws applied shall conform to the laws of the State of New Jersey and United States Federal Government and Department of Housing and Urban Development. Unless otherwise provided by law, the parties may agree upon one arbitrator. Should either party refuse or neglect to supply the arbitrator(s) with any papers or information demanded in writing, the arbitrator(s) are empowered by both parties to proceed ex parte.

3. The parties shall jointly share the fees of the arbitrator(s).

4. The arbitrators shall be sworn.

5. All arbitration proceedings shall be in the City of Plainfield.

6. The functions of the arbitrator(s) shall be of a judicial rather than legislative nature. The decision of the arbitrator(s) shall be made upon the questions submitted, and relief suggested shall be limited to that requested at the time the grievance was reduced to writing.

III. Upon receipt of the decision of the arbitrator(s) the parties shall have a thirty (30) day period to accept or reject decision of arbitrator(s). The decision shall be deemed received three (3) days after it is mailed in writing to the parties. Each party must notify the other of its decision to accept or reject the decision prior to instituting any legal proceedings on the issues so decided.

IV. Right maintained and to institute legal proceedings to enforce rights under Contract.

1. The right of any party to institute and maintain legal proceedings regarding any construction, meaning or effect of these presents, or any clause or thing contained herein or the rights or abilities of the parties respectively shall be preconditioned on compliance with the above stated dispute resolution process. Failure to comply with the requirements set forth herein shall subject a party so failing to automatic dismissal of any such legal proceeding and liability for the reasonable costs incurred by the party seeking compliance herewith including but not limited to attorney fees. Subject to the foregoing provisions each party maintains its right to institute legal proceedings.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

WAGE RATES:

General Decision Number NJ20210044 07/23/2021 shall be utilized for:

Richmond Towers : NJ 39-3

Online Linkes:

https://www.nj.gov/labor/forms_pdfs/lse/union.pdf

<https://sam.gov/content/home>

"General Decision Number: NJ20210044 07/23/2021

Superseded General Decision Number: NJ20200044

State: New Jersey

Construction Type: Building

County: Union County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	04/02/2021
2	05/28/2021
3	06/04/2021
4	07/23/2021

ASBE0032-008 09/19/2017

Rates	Fringes
-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....\$ 47.99	30.51
--	-------

BRNJ0002-014 11/01/2019

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 43.56	32.50

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2019

	Rates	Fringes
MASON - STONE.....	\$ 43.56	32.50

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2019

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

BRNJ0007-022 06/03/2018

	Rates	Fringes
Tile finisher.....	\$ 44.46	30.16
Tile setter.....	\$ 57.71	33.47

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

CARP0006-009 05/01/2021

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 51.89	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2021

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	\$ 51.89	57%

CARP0006-012 05/01/2021

	Rates	Fringes
CARPENTER (Installer, Metal Stud).....	\$ 51.89	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0029-008 05/01/2021

	Rates	Fringes
Soft floor layer.....	\$ 49.51	57%

CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

* ELEC0102-023 05/31/2021

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)		
Cable Splicer.....	\$ 64.51	60.50%
Electrician.....	\$ 58.65	60.50%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

ENGI0825-020 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after

the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

IRON0011-012 07/01/2020

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 43.14	46.77
Structural, Ornamental.....	\$ 45.44	46.77

LAB00008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation

plants)

LABO0222-006 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete.....	\$ 29.85	23.07

LABO0222-009 07/01/2012

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt		
Spreader, Common or		
General Laborer, Landscape		
Laborer, Pipelayer, Power		
Tool Operator and		
Screedman.....	\$ 29.35	23.07

PAIN0711-018 05/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.39	26.26

PAIN0711-021 05/01/2017

	Rates	Fringes
Glazier.....	\$ 44.81	23.16

Work welding or using a cutting torch:
\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: \$1.00 per hour additional.

PAIN0711-022 05/01/2017

	Rates	Fringes
PAINTER (Spray).....	\$ 39.25	22.66

PLAS0029-003 05/01/2020

	Rates	Fringes
PLASTERER.....	\$ 48.80	27.90

PLUM0024-014 05/01/2021

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe		
Installation).....	\$ 57.18	38.50

PLUM0475-014 05/01/2019

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 50.16	40.38

 ROOF0004-007 06/01/2020

	Rates	Fringes
ROOFER (Includes All Types of Roofs).....	\$ 39.77	28.03

 * SFNJ0696-006 07/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 63.92	32.75

 TEAM0408-002 05/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck.....	\$ 39.21	27.32
Off the Road Truck.....	\$ 39.31	27.32

a. Employer contributes \$1813.39 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

 TEAM0469-006 05/01/2020

Union County (South of Wood Ave.)

	Rates	Fringes
Truck drivers:		
Dump Truck.....	\$ 42.85	34.135
Off the Road Truck.....	\$ 43.00	34.135

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

SUNJ2004-020 01/02/2009

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 32.91	5.77
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 54.72	0.00

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

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

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.

=====

END OF GENERAL DECISION"

AFFIRMATIVE ACTION PROGRAM

I. GENERAL STATEMENT

All Contractors and Vendors working for, providing services, or supplying products to the Housing Authority of Plainfield shall be required to meet the conditions and provisions included herein, which are incorporated into and made part of each contract(s) and subcontract(s).

The Plainfield Housing Authority (hereinafter "referred to as "Authority" or) will review contract bids from all Contractors, to determine whether the bidder has met the requirements of the Affirmative Action Program. Compliance will be monitored through the Authority's Affirmative Action Officer.

II. PREAMBLE

The failure, historically, to employ, and provide opportunities for minority entrepreneurs to do business on an equitable basis has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal opportunities are afforded to all, regardless of sex, race, color, age, religion, or national origin. Contractors, therefore, are required to comply with the regulations set forth in the Affirmative Action Plan that shall be a part of all bid prerequisites in order to satisfy the equal employment opportunity policy. The term "he" used in these specifications shall also be interpreted to include female respondents.

III. DEFINITIONS

For the purpose of bids and contracts:

MINORITY means Black or African-American, Hispanic, Asian, or Pacific Islander, American Indian, Alaskan native, or as also provided elsewhere within the Contract Documents.

The Affirmative Action officer or designee shall review contract bids received by the Authority from all Contractors to determine whether the bidder has met the requirements of the Affirmative Action Program to insure compliance.

The Affirmative Action officer representing the Authority will receive all documents submitted by bidders before the award of any contract(s) and assess these documents to determine whether the bidder has met the requirements of Equal Opportunity and Affirmative Action.

IV. CONTRACTOR'S OBLIGATIONS

By submitting a bid, the contractor certifies that he will comply with the requirements of this plan, and shall make this Affirmative Action Program a part of his project specifications. In addition, to be considered a responsive bid, the Contractor must submit the statements included herewith that sets forth the minimum Affirmative Action requirements of the Authority.

At a minimum, the Contractor (and/or relevant subcontractors) shall submit with its bid the following documents explicated in detail below upon bidding for any particular materials, supplies or services:

1. Certificate of compliance (narrative).
2. Affidavit of MBE Participation.

The contractor shall not discriminate against employees and applicants for employment on the grounds of union membership, or because of race, color, religion, sex, or national origin.

The contractor/bidder (or relevant subcontractor) must also submit a signed narrative "statement of compliance" with the Affirmative Action requirements pursuant to this document as well as all Federal, State, Municipal and Executive Order mandates.

V. SUBCONTRACTORS

Each prime contractor is responsible for the performance of his subcontractor for the implementation of the Affirmative Action Program during the performance of the contract. Whenever the contractor subcontracts a portion of services or materials, the subcontract shall bind the subcontractor to the obligations contained herein to the same extent as if he were the contractor.

NOTE: Contractor will not be paid any additional amount for minority participation or subcontractors.

MINORITY BUSINESS ENTERPRISE PROGRAM

All bidders will specify in the Bid Documents if they are a -Minority Business Enterprise (MBE) and if they are not, how they intend to meet MBE goal of 20% of the dollar value of the Bid by submitting names of minority subcontractors and minority suppliers, with estimated amounts of award to each. Bid may be rejected if Contractor does not comply.

The following definitions apply to the foregoing:

- 1) MBE means a business that is owner and controlled by one or more socially or economically disadvantaged persons. Such persons include, but are not limited to, Blacks, American Indians, Alaskan Natives, Hispanics, Asians and Pacific Islanders.
- 2) Owned and controlled by one or more socially and economically disadvantaged persons means that a socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possessing at least 51 percent of the ownership of the business, and its management and daily business operation are controlled by such persons.
- 3) The following are definitions of persons specifically included under subparagraph (1) when they are citizens or lawful residents of the United States:
 - a) Black: A person having origin in any of the black racial groups of Africa, but not of Hispanic origin.
 - b) American Indian or Alaskan Native: A person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.
 - c) Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
 - d) Asian or Pacific Islander: A person having origin in any of the original people of the Far East, South Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

Project:
**HVAC REPLACEMENTS FOR
COMMUNITY ROOM, SECTION 8 OFFICES,
AND EXECUTIVE OFFICES AT
NJ 39-3, RICHMOND TOWERS**
Plainfield, New Jersey 07060

Architect:
S.D. Abramowitz - Architects
November 2021

SECTION 00900

ADDENDA AND MODIFICATIONS