

Project Manual

31 Unit HVAC Replacement Program
Capital Fund Program
Wilson Housing Authority
301 E. Nash Street, Wilson, North Carolina

Pre-bid meeting: Tuesday, February 25, 2025 @ 2:00 pm (EST)

A site visit will follow the Pre-bid meeting

Sealed Proposals Due: Wednesday, March 12, 2025 @ 2:00 pm (EST)

Kelly Vick, President-CEO

Troy Davis, Development Director, tdavis@wilsonha.org

Cindy Whitley, Development Coordinator, cindy@wilsonha.org

Wednesday, February 12th, 2025

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Final Punch: Email tdavis@wilsonha.org & cindy@wilsonha.org to set up the final.

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Notice to Bidders

The scope of work includes, but is not limited to the following items:

1. Award:

The award shall be made to the responsible bidder whose bid is determined to be the most advantageous to the Wilson Housing Authority based on price, value, quality, and timeless delivery.

2. General:

- There is no expressed or implied obligation to respond to firms for any expenses incurred by the WHA to reimburse in preparing proposals in response to this request.
 - During the evaluation process the WHA reserves the right where it may serve as the Authority's best interest, to request additional information or clarification from bidders, or to allow correction of errors or omission.
 - Unless otherwise modified by the WHA with an addendum, the terms and conditions in this RFP shall prevail.
 - The WHA reserves the right to reject, in whole or part, any proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
 - The WHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
 - Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the WHA and the firm selected.
 - Provide all labor, material and equipment required for the 31 Unit HVAC Replacement Project. (duplexes & houses).
3. All permits and inspections are required through the City of Wilson Inspection Office.
4. Provide all labor, material and equipment required for the 31 Unit HVAC Replacement Project. (duplexes & houses).
5. Install the new unit per NC Building Code Book. Convert the existing Hydronic

6. HVAC units to Gas heat: 70,000 BTU furnace, approximately 14 3/16" wide cabinet X approximately 29" deep X approximately 33 1/2" tall. This furnace cabinet or a furnace cabinet very similar is required due to the tight space inside the mechanical closets especially when the hvac & water heater are in separate mechanical closets. It's the Contractor's responsibility to make sure there are no issues with the cabinet they use for this project.
7. Grande Aire has been the gas hvac system that we have used for our switch outs in the past. I have provided some pictures and information on the system.
8. All mechanical closets are inside the apartments. We have five (5) different existing hydronic set-ups. (Refer to the spreadsheet on pages 6-7)
9. New non-programmable thermostats.
10. New return boxes where applicable, New white metal return grilles, & filters.
11. Add a new gas line with cutoff valve for the new gas hvac systems are required.
12. New white metal return grilles and filters.
13. Add a new gas line with cutoff valve for the new gas hvac systems are required.
14. **Removal of the original hydronic system: (Refer to the Pictures included)**
 - (1) Remove all unnecessary water lines, expansion tank, and mixing valve in the water heater closet.
 - (2) Install a new gas heating system.
 - (3) Install new lead to water heater with ball valve. This should be done with copper, and pro press can be used. (Hot side out). Insulate all water lines. **(Pictures provided of the pressed copper water lines)**
 - (4) Install all necessary parts for the new heating system. I.E Power, flue pipe, and gas line shut off.
15. If the hydronic heating system is on the wall in the living room or hallway. We would like to install two 20x20 return grills to easily fill the space of the old hydronic system. One of the 20x20 grills will be the active return grill, the other will be a false return grill. The new unit can be installed around the corner in the living room or hallway wall cavity to accept the depth of the new gas hvac system.

16. Install a new double wall exhaust vent pipe on the water heaters to the ceiling of the mechanical room.
17. Vent the gas hvac units exhaust vent pipe outside the house or combine it with the gas water heater exhaust vent pipe if code allows. If not, you will need to install a new double wall exhaust vent pipe through the roof depending on the NC Building Code and installation set up from above.
18. All mechanical room ceilings, (hvac & water heater) should be free of defects around the gas lines or double wall exhaust vent pipe. Use fire caulk and sheet metal to dress up the areas with defects.
19. Haul off all trash daily from the job site to prevent injuries to the residents and staff.
20. All vehicle/piggyback tire tracks/rut damage in the yards must be repaired at the end of the job before Final Punch Walkthrough and WHA Acceptance of the project.
21. Weekly installation logs tracking the progress of the job by street addresses are to be turned in on Mondays to Troy or Cindy. This keeps the required documentation on track throughout the project.
22. Weekly payrolls are to be turned in on Mondays to Troy or Cindy. This keeps the required documentation on track throughout the project.
23. Project closeout documents at the back of the project manual are required with the final payment. Please omit the E-Verify.
24. WHA will provide help to the contractor by answering any questions, filling out any of the required forms for the project or invoicing.
25. Any additional work outside of the scope of work will be an approved change order (verbal/email) before the work begins.
26. Invoice payments will be made based on ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work. The invoice/payment forms are in the back of the project manual.

27. Contractors unable to attend the Pre-Bid Conference or would like to visit the site should contact Troy Davis on (252) 291-2245: Ext 215 to schedule a day & time to meet onsite.

28. All contractors are hereby notified that they must have a proper license under the State laws governing their respective trades, whether Federal Funding is involved.

29. Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding the Contracts.

30. Contractors will be responsible for ensuring that economic opportunities, to the greatest extent feasible, follow Section 3 Requirements 24 CFR Part 135.1 and Section 3 Clause 24CFR Part 135.38.

31. Refer to provisions for Equal Employment Opportunity and payment of not less than the minimum salaries and wages indicated in the project manual must be paid on this project by Davis-Bacon wage rates (residential).

32. The highlighted section below regarding cash deposit, bid bond, performance bond and payment bond is not required with the sealed bid. The must contractor must be able to meet/obtain the following bonds to meet the requirements based on the contract amount.

33. Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond.

34. **Five percent shall be based on the maximum bid price, i.e.: Total Contract Price.** Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law. (Bid Bond is not required if the contract is less than \$100,000.00.)

35. A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract price, **OR** a 20% cash escrow **OR** a 25% Letter of Credit. (Note: IF CASH ESCROW OR LETTER OF CREDIT IS USED IT MUST REMAIN IN FORCE UNTIL THE END OF THE WARRANTY PERIOD).

36. Sealed proposals should be delivered or mailed to the following address.

Wilson Housing Authority

301 E. Nash Street

Wilson, NC 27893

Attention: Troy Davis: Development Director

37. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of Sixty (60) days.

38. The Owner reserves the right to reject any or all bids and to waive informalities.

39. WHA will give the contractor time to get the hvac systems and supplies delivered to their supplier before emailing the Notice to Proceed with the start date provided by the bidder to fully complete the work within the Seventy (70) calendar days agreed upon with credit for rainy days.

40. The contractor may start work Monday -8:00 am -Friday 5:00pm.

The Contractor further agrees to pay as liquidated damages, the sum of **One Hundred (\$100.00)** for each calendar day thereafter under the provisions of Section II of the General Conditions.

41. TYPES OF HYDRONIC SYSTEMS

(1) The hydronic heating system is installed in the hallway/living room & the gas water heater is inside the mechanical closet behind the hydronic unit.

(2) The hydronic heating system & gas water heater are installed together inside the mechanical closet.

(3) The hydronic heating system is in a separate mechanical closet & the gas water heater is in a separate mechanical closet close by each other.

(4) The hydronic heating system is on the living room wall and the gas water heater is in the hallway on the opposite side of the hallway.

(5) The tankless gas instant water heater is located at the back of the house with a hydronic heating system in a mechanical closet.

Addresses		Type of System
1. 907 Phillip	SQ FT: 1342	2 Same mechanical closet.
2. 909 Phillip	SQ FT: 907	2 Same mechanical closet.
3. 911 Phillip	SQ FT: 907	2 Same mechanical closet.
4. 913 Phillip	SQ FT: 1342	2 Same mechanical closet.
5. 915-A Phillip	SQ FT: 850	2 Same mechanical closet.
6. 915-B Phillip	SQ FT: 850	2 Same mechanical closet.
7. 900 Birch	SQ FT: 708	2 Same mechanical closet.
8. 901 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
9. 902 Birch	SQ FT: 708	2 Same mechanical closet.
10. 903 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
11. 904 Birch	SQ FT: 1342	2 Same mechanical closet.
12. 905 Birch	SQ FT: 907	4 Wall mount/H2O inside hall closet.
13. 906 Birch	SQ FT: 1505	5 Tankless outside/H2O inside closet.
14. 907 Birch	SQ FT: 907	4 Wall mount/H2O inside hall closet.
15. 908 Birch	SQ FT: 907	4 Wall mount/H2O inside hall closet.
16. 909 Birch	SQ FT: 1342	2 Same mechanical closet.
17. 911 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
18. 912 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
19. 913 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
20. 914 Birch	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
21. 911 Poplar	SQ FT: 1505	3 Separate mechanical closets.
22. 917 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
23. 919 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
24. 922 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
25. 925 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
26. 926 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
27. 927 Poplar	SQ FT: 1342	2 Same mechanical closet.
28. 928 Poplar	SQ FT: 907	4 Wall mount/H2O inside hall closet.
29. 930 Poplar	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
30. 931 Poplar	SQ FT: 1082	1 Wall mount/H2O inside closet behind.
31. 932 Poplar	SQ FT: 1082	1 Wall mount/H2O inside closet behind.

CONTRACTORS RESPONSIBILITY:

42. Contractors/Subcontractors shall not discriminate based on race, color, National origin, sex, or physical disability in the performance of WHA contracts.
43. Standards of Conduct: The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, appearance, honesty, and integrity. The successful firm shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. WHA reserves the right to terminate the contract if at any time the successful firm does not uphold the standard of conduct.
44. Fill out weekly payrolls for all employees working on the job site. See attached Payroll form,
45. Davis-Bacon Residential wage rates apply to this HVAC modernization project.
46. HUD Forms: Section 3, HUD form 5370EZ and HUD Table 5.1 apply to this HVAC modernization project.
47. Once the City of Wilson Inspection Department has inspected and passed the HVAC Units.
48. The Contractor will request the Development Director to perform a Pre-Final Inspection with the Project Manager/Owner before calling the City of Wilson Inspections Department for a Final Inspection before submitting final payment.
49. Upon completion of the Pre-Final Inspection, The Project Manager will request the Development Director perform a Final Inspection Walk through with the Project Manager.
50. The Wilson Housing Authority is a SMOKE & DRUG FREE workplace, the use of any controlled substance or alcohol on the property is strictly prohibited. Violations of this policy will result in immediate termination of the contract. Smoking is allowed in the street or off Wilson Housing Authority Property.
51. **WHA Protest Procedure:** To handle and resolve disputes relating to procurements by WHA, the following procedures shall be followed:
1. **Right of Protest:** Any actual or prospective bidder, offeror, contractor, or subcontractor (Protester) who is aggrieved in connection with the solicitation, intended award or award of a contract may file a protest with the WHA "Contracting Officer".
 2. **Time for Filing Protest:** A protest shall be filed with WHA within ten (10)

days of the date of the WHA issuance of an invitation for bid or other solicitation document within ten (10) days of WHA notice to Protester of its award or intended award of a Contract or intended rejection of a bid, whichever is applicable.

3. Content of Protest: A protest shall be in writing and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issue to be decided.

4. Awarding Agency Notice: Upon receiving a protest, the contracting Officer shall cause disclosure of information regarding the protest to any agency ("Awarding Agency") that awarded a grant directly funding in whole or in part for the Contract.

5. Contracting Officer's Review: The Contracting Officer shall review the protest and, to his/her discretion, take one or more of the following actions prior to the rendering of a decision:

- (a) Request a meeting with the Protester;
- (b) Request additional information from the Protester;
- (c) Conduct such investigation as he/she may deem appropriate under the circumstances.

6. Contracting Officer's Decision: Within thirty (30) days of receipt of a protest, the Contracting Officer shall notify in writing the Protester and the Awarding Agency of his/her decision.

7. End of WHA Review: The Contracting Officer's decision as to the Protester's protest shall constitute the end of the WHA Protest Procedure. If the Protester objects to the Contracting Officer's decision, he/she may pursue remedies through the Courts or through the Awarding Agency as well as other remedies as may be available by statute or regulation provided; the pursuit of remedies shall not delay the award of the Contract to another bidder, offeror, contractor, or subcontractor.

52. Contractor Replacement: If this contract is terminated for any reason, the owner, at his discretion, may negotiate with the next lower bidder to perform the contractual work for the remaining period of the contract.

53. INSURANCE: Contractor shall have, as a minimum, the following:

Worker Compensation: The Contractor & Subcontractors must send the Workers Compensation Form into Cindy Whitley: Cindy@wilsonha.org & Troy Davis: Tdavis@wilsonha.org before you start work on any WHA properties.

54. \$1,000,000.00 General Liability: (Adjustable on small size Jobs/Project Estimates).

55. Certificate of Insurance:

(1) Small Jobs: Provide WHA a Copy of C.O.I./General Liability form before starting any project.

(2) Large Jobs: WHA named as certified holder shall be submitted at contract signing. (Job Size)

(3) Provide WHA a W-9 form filled out before work starts on WHA property.

PAYMENT:

56. Invoice payments will be made based on ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work. The invoice/payment forms are in the back of the project manual.

57. Weekly installation logs tracking the progress of the job by street addresses are to be turned in before invoices are processed.

58. Weekly payrolls are to be turned in before invoices are processed. This keeps the required documentation on track throughout the project.

59. Approved change orders (verbal/email) will be processed at the end of the job with the final payment.

60. Final Invoice: Project closeout documents, manufacturer warranties, manufacturer booklets, installation logs, payrolls are required with the final payment. Please omit the E-Verify.

61. WHA will provide help to the contractor by answering any questions, filling out any of the required forms for the project or invoicing.

62. The Contractor shall submit weekly payroll submittals and invoice(s) to the owner (WHA) when the job is completed, or payment follows a payroll schedule agreed upon and accepted by the owner (WHA). Usually once a month invoice.

63. WHA will issue payment within 30 days or less.

Troy Davis

#1 932 Poplar

From:

Troy Davis

Sent:

Monday, January 27, 2025 2:19 PM

To:

Cindy Whitley; Troy Davis

Subject:

932 Poplar. Example of one of the hvac types for the hvac modernization project.

#1- Hydronic in Hallway + Water Heater is inside the mechanical closet behind the hydronic system.



#1

932 Poplar



#1 932 Poplar



#2

Troy Davis

From: Troy Davis
Sent: Tuesday, January 28, 2025 12:43 PM
To: Troy Davis
Subject: Gas Heater Modernization Project.

#2 SAME MECHANICAL CLOSET



picture of
a NEW HVAC
System..

USED AS EXAMPLE
only

Troy Davis

911 Poplar

From: Troy Davis
Sent: Wednesday, February 12, 2025 12:21 PM
To: Troy Davis
Subject: 911 Poplar. Hydronic system set up.

#3 - Seperate Mechanical Closets.



#3

911 Kaplan



#3 911 Poplar



Sent from my iPhone

#4 - Most of the Mechanical closets



are located 5' - 10' max.

Away from the Hydronic system.

You will have to go through the attic to disconnect & connect old new.

#4



Troy Davis

906 Birch

From: Troy Davis
Sent: Wednesday, February 12, 2025 12:20 PM
To: Troy Davis
Subject: 906 Birch. Hydronic system set up.

#5 - tankless gas instant hot water heater.



906 Birch #5



Sent from my iPhone

Troy Davis

From: Troy Davis
Sent: Monday, February 10, 2025 3:37 PM
To: Troy Davis; Cindy Whitley
Subject: AMP2. Gas heater for the modernization project.



Sent from my iPhone



International
Comfort
Products®

**THIS BOOKLET CONTAINS
IMPORTANT INFORMATION**

INSTALLER: USE THE INFORMATION IN THIS BOOKLET TO INSTALL THE APPLIANCE AND AFFIX THIS BOOKLET ADJACENT TO THE APPLIANCE AFTER INSTALLATION.

USER: KEEP THIS BOOKLET OF INFORMATION FOR FUTURE REFERENCE.

SERVICER: USE THE INFORMATION IN THIS BOOKLET TO SERVICE THE APPLIANCE AND AFFIX THE BOOKLET ADJACENT TO THE APPLIANCE AFTER SERVICING.

LITERATURE ASSEMBLY BOOKLET NO.: 348057-701

Cover Page P/N 348057-201

MODEL WFER/WFEL

14½" x 29" x 33½"

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348057-701 REV.-



Printed on recycled paper.

NOTE TO INSTALLER: this manual must be left with the equipment owner.

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**WFER/WFEL (Series C)
30% AFUE, Single-Stage, Multi-Speed ECM,
4-Way Multipoise, Non-Condensing Gas Furnace**

**Installation, Start-Up, Operating and
Service and Maintenance Instructions**

NOTE: Read the entire instruction manual before starting the installation.

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To learn more about this appliance and installation via a mobile device, go to <http://www.fasthvacrparts.com/NFC> or use the QR code below. To access airflow tables or troubleshooting guide on your mobile device go to mlctraining.com/training/techdocs/48/ or use the QR code below.



Mobile App QR Code



Airflow QR Code

A220932



Use of the AHRI Certified TM Mark indicates a manufacturer's participation in the program. For verification of certification for individual products, go to www.ahridirectory.org.



ISO 9001 Quality

A200115

! WARNING

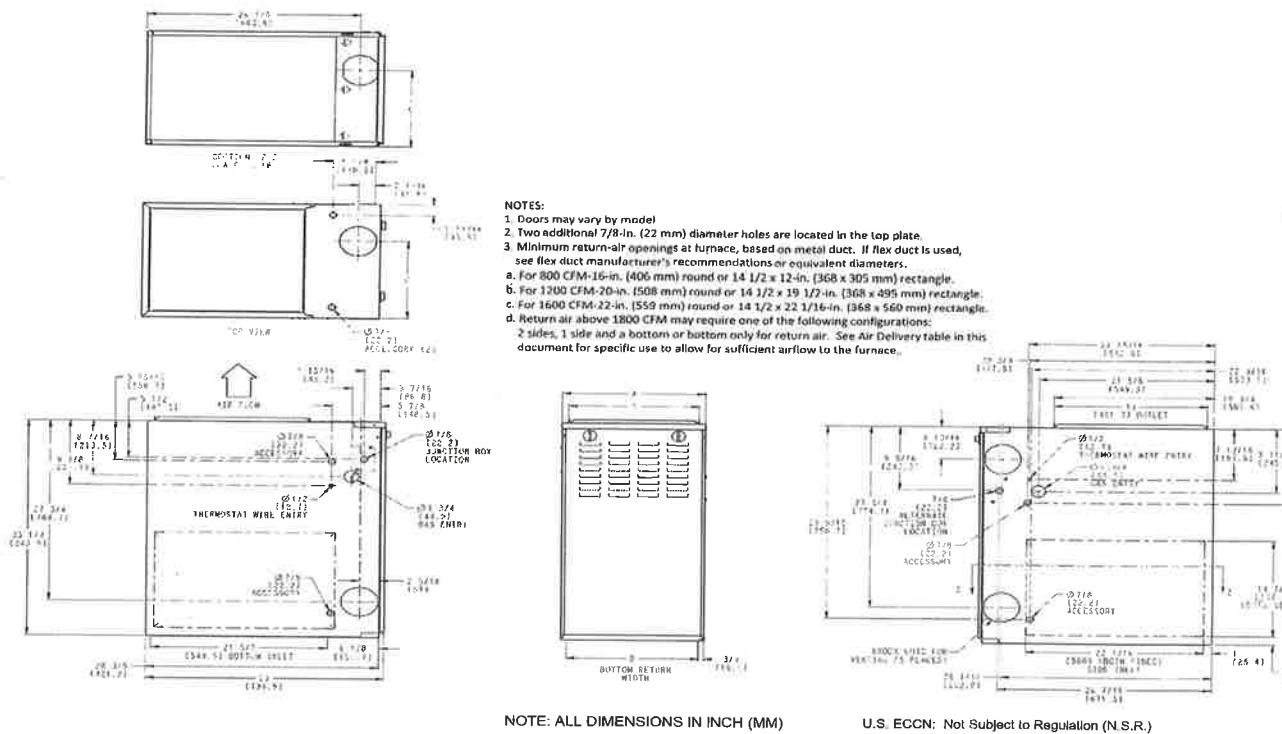
CARBON MONOXIDE POISONING HAZARD

Failure to follow this warning could result in personal injury and/or death.

Carbon Monoxide (CO) is a colorless, odorless, and tasteless poisonous gas that can be fatal when inhaled. Follow all installation, maintenance, and service instructions. See additional information below regarding the installation of a CO Alarm.

Most states in the USA and jurisdictions in Canada have laws that require the use of Carbon Monoxide (CO) alarms with fuel burning products. Examples of fuel burning products are furnaces, boilers, space heaters, generators, water heaters, stoves/ranges, clothes dryers, fireplaces, incinerators, automobiles, and other internal combustion engines. Even if there are no laws in your jurisdiction requiring a CO Alarm, it's highly recommended that whenever any fuel burning product is used in or around the home or business that the dwelling be equipped with a CO Alarm(s). The Consumer Product Safety Commission recommends the use of CO Alarm(s). The CO Alarm(s) must be installed, operated, and maintained according to the CO Alarm manufacturer's instructions. For more information about Carbon Monoxide, local laws, or to purchase a CO Alarm online, please visit the following website. <https://www.kidde.com>.

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NOTE: ALL DIMENSIONS IN INCH (MM)

U.S. ECCN: Not Subject to Regulation (N.S.R.)

Fig. 1 – Dimensional Drawing

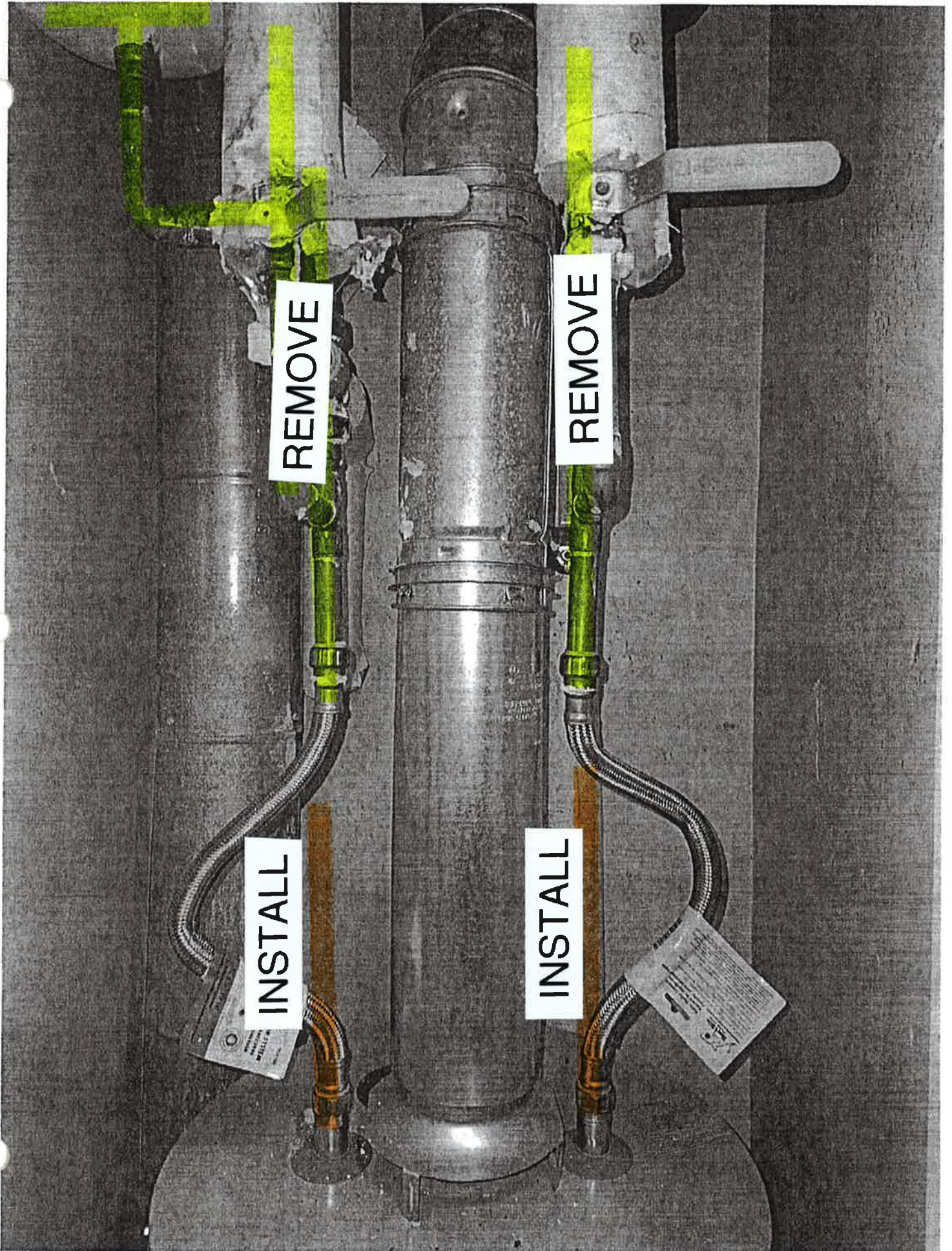
Table 1 – Dimensions

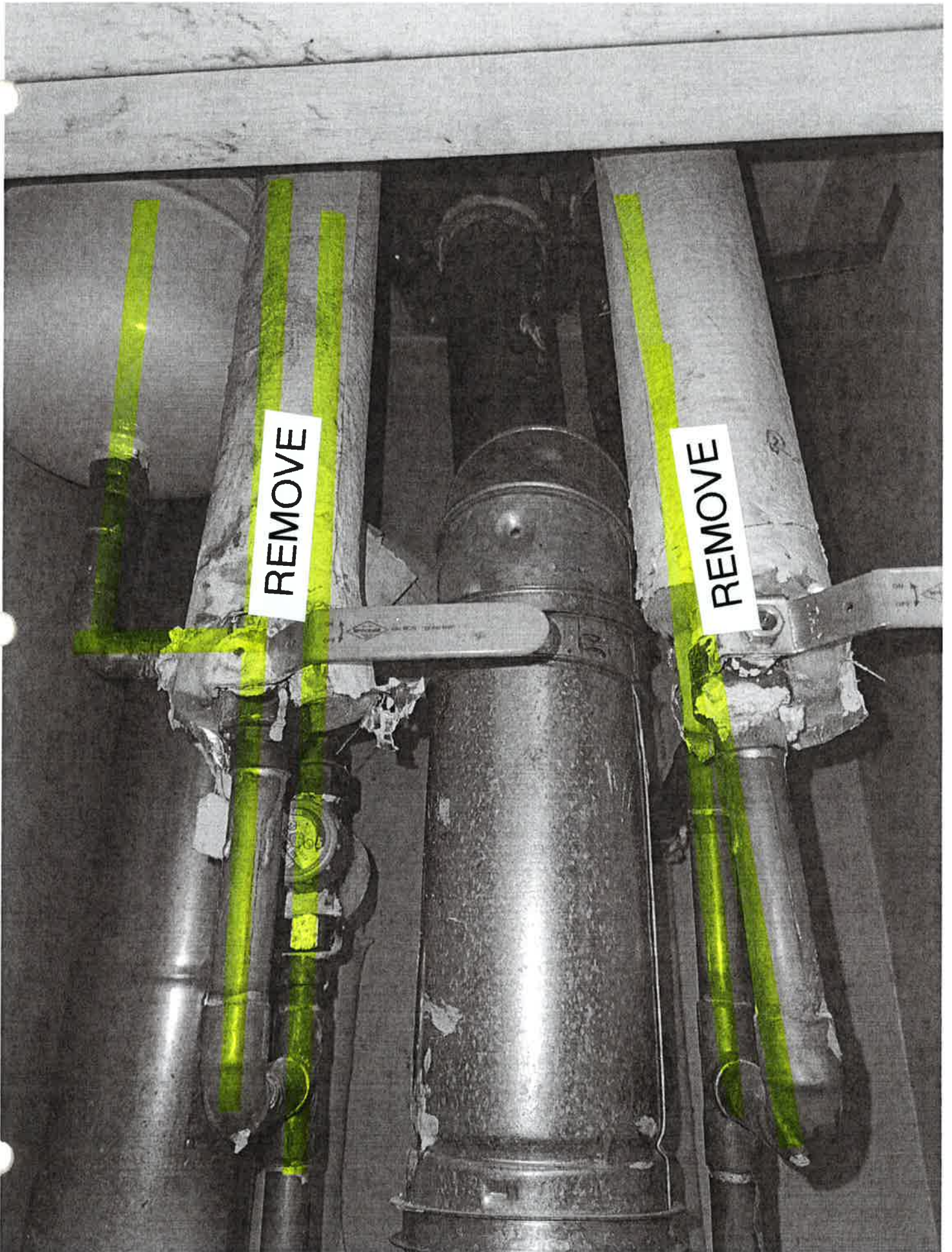
Unit Size	A CABINET WIDTH	B OUTLET WIDTH	C TOP AND BOTTOM FLUE COLLAR	D BOTTOM INLET WIDTH	VENT CONNECTION SIZE	SHIP I (#)
045A036	14-3/16 (360)	12-9/16 (319)	9-5/16 (237)	12-11/16 (322)	4 (102)	108
070A036	14-3/16 (360)	12-9/16 (319)	9-5/16 (237)	12-11/16 (322)	4 (102)	114
070B036	17-1/2 (445)	15-7/8 (403)	11-9/16 (294)	16 (406)	4 (102)	124
070B048	17-1/2 (445)	15-7/8 (403)	11-9/16 (294)	16 (406)	4 (102)	127
090B042	17-1/2 (445)	15-7/8 (403)	11-9/16 (294)	16 (406)	4 (102)	133
090C048	21 (533)	19-3/8 (492)	13-5/16 (338)	19-1/2 (495)	4 (102)	140.
110C060	21 (533)	19-3/8 (492)	13-5/16 (338)	19-1/2 (495)	4 (102)	150
135D060	24-1/2 (622)	22-7/8 (581)	15-1/16 (383)	23 (584)	4 (102)*	167

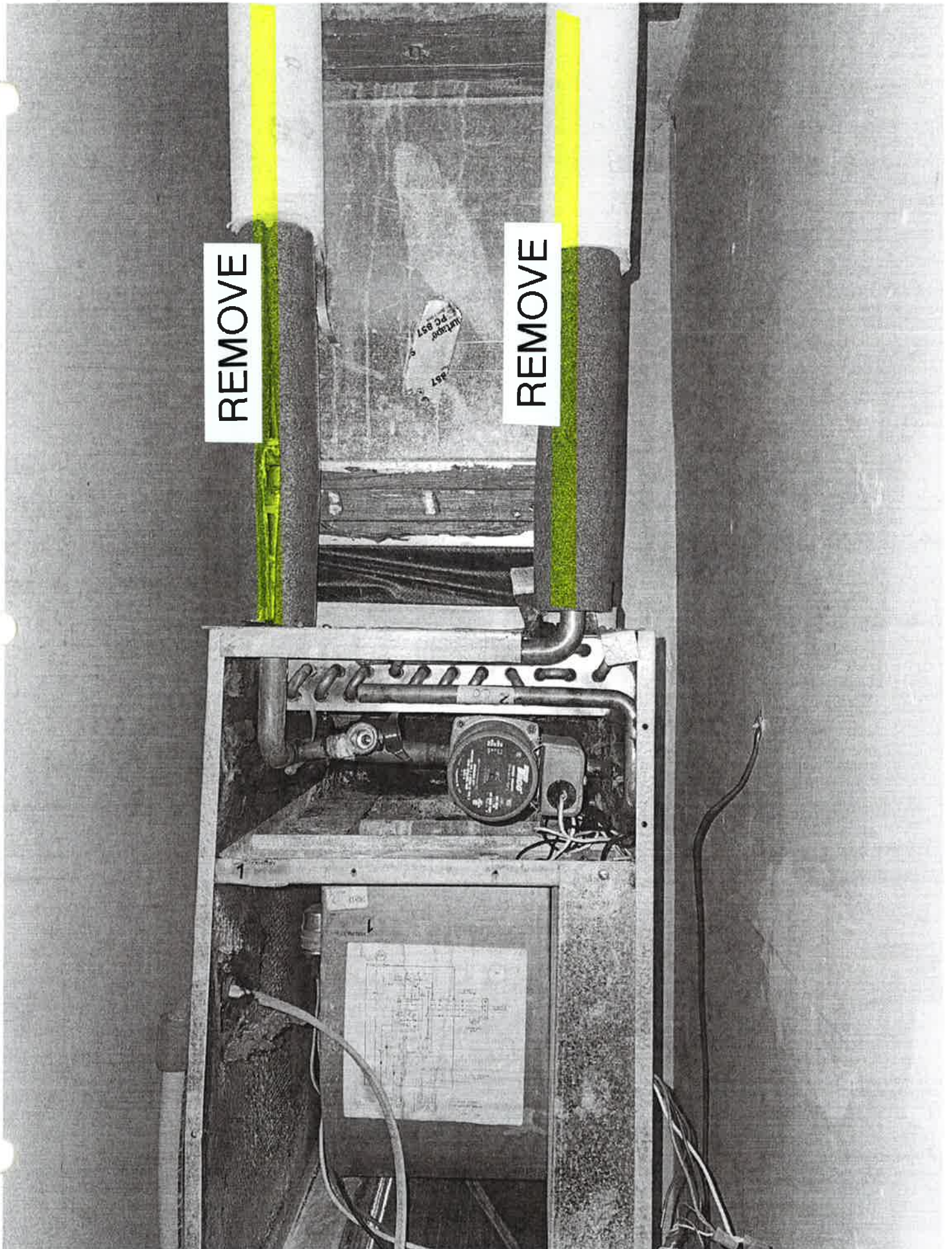
* 135 size furnace requires a 5 or 6-in. (127 or 152 mm) vent. Use a vent adapter between furnace and vent stack. See Installation Instructions for complete installation requirements

WHITFIELD HOMES AMPHII HEATER PROJECT WORK SCOPE:

- 1. REMOVE HYDRONIC HEATING SYSTEM.**
- 2. REMOVE UNNECESSARY WATER LINES, EXPANSION TANK, AND MIXING VALVE IN WATER HEATER CLOSET.**
- 3. INSTALL NEW GAS HEATING SYSTEM.**
- 4. INSTALL NEW LEAD TO WATER HEATER WITH BALL VALVE. THIS SHOULD BE DONE WITH COPPER, AND PRO PRESS CAN BE USED. (COLD SIDE IN)**
- 5. INSTALL NEW FEED TO WATER HEATER. THIS SHOULD BE DONE WITH COPPER, AND PRO PRESS CAN BE USED. (HOT SIDE OUT)**
- 6. INSTALL ALL NECESSARY PARTS TO NEW HEATING SYSTEM. I.E. POWER, FLUE PIPE, AND GAS LINE WITH SHUT OFF.**













Troy Davis

From: Troy Davis
Sent: Monday, January 27, 2025 2:38 PM
To: Cindy Whitley; Troy Davis
Subject: HVAC Modernization Project: Pressed copper lines from the water heater to original water lines





ADDITIONAL INSTRUCTIONS TO BIDDERS

A. INVITATION TO BIDDERS

CAPITAL FUND PROGRAM NC20-2: 31 Unit HVAC Modernization

AGENCY: WILSON HOUSING AUTHORITY

BIDDERS NAME: _____

CONTRACTOR'S LICENSE NO: _____ LICENSE CLASSIFICATION _____

DATE & TIME FOR RECEIPTS OF SEALED BIDS: Wednesday, March 12, 2025, UNTIL 2:00 P.M. (EST).

B. THE FOLLOWING ITEMS ARE REQUIRED AT THE BID OPENING AND ARE INCLUDED IN THE BID PACKAGE.

- _____ Completed Form of Bid
(This solicitation requires bidding on all items, failure to do so will disqualify the bid)
- _____ 5% Bid Bond or Check
(Five Percent shall be based on the maximum bid price. Bid Security Required if Bid is \$100,000.00 or more. A personal or Company Check will not be accepted.)
- _____ Contractor's Qualification Statement (MUST BE SIGNED)

Failure to include any of the above will void the bid.

C. THE FOLLOWING HAS BEEN/WILL BE SUBMITTED AS CHECKED BELOW

The following items are included in this sealed bid package:

- _____ Non-Collusive Affidavit (Required if maximum bid is over \$50,000.00) (Must BE SIGNED)
- _____ Contractor's License- Photocopy
- _____ HUD-5370 EZ

Or

ADDITIONAL INSTRUCTIONS TO BIDDERS

1 OF 4

1. CONTRACTOR'S LICENSE

Contractors must submit a copy of their State Contractors License showing the classification of license. It's the Contractor's responsibility to pre-determine that he has the appropriate license required. Licensing questions can be addressed to North Carolina Licensing Board for General Contractors, (919) 571-4183. (NOTE: When a Building Contractors Classification is required: a Residential Contractor Classification is only acceptable when all buildings are One- and Two-Family Dwellings and Townhouses not more than three stories above grade plane in height with a separate means of egress.)

2. INSTRUCTIONS TO BIDDERS: Insert at end of Section 3

"It shall be the Bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract, and all bidders shall be bound by such addenda, whether received by the Bidders"

3. INSTRUCTIONS TO BIDDERS: Section 5 – Late Submissions

Paragraph A shall not apply to submissions of bids but shall apply to modifications and withdrawals. "The officer whose duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered; except that a contractor may submit a copy of the bid by Fax, provided that a complete copy of the bid by is faxed to an independent third party who inserts the faxed bid in a sealed envelope and properly identifies the contents on the outside of the envelope and delivers the faxed bid to the bid officer prior to the time scheduled for the bid opening and that the complete original bid is deposited in the United States Mail and so postmarked prior to the time of Bid Opening. (Post Marks By Private Postage Machines Are Not Acceptable.)

4. INSTRUCTIONS TO BIDDERS: Insert at the end of Section 5

"Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened."

5. INSTRUCTIONS TO BIDDERS: Add to Section 8

The LHA reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to compete on time, contracts of a similar nature, who is not able to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to Subcontractors, materialmen, or employees.

6. INSTRUCTION TO BIDDERS: Add to Section 10

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 10 days from Notice of Award, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools,

equipment, or services of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date after, the date of the contract.

7. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the Contractor acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect work under the Contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other Contractors performing work on the site.

8. COST BREAKDOWN

Within seven (7) days after execution of the Contract, the Contractor shall provide the Housing Authority a detailed breakdown of Contract values and quantities in accordance with the General Conditions.

9. CERTIFICATION

Contractor shall certify that they will use low or no volatile organic compounds (VOC), adhesives and sealants.

10. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE REQUESTED TO GET THEIR BID TO PRIME BIDDERS AT LEAST TWO HOURS BEFORE THE BID IS DUE.

11. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE BUILDING PERMIT REQUIREMENTS, AND TO OBTAIN ALL REQUIRED BUILDING PERMITS. INCLUDE COST IN BID.

12. THE HOUSING AUTHORITY WILL ACCEPT THE LOWEST RESPONSIBLE BIDDER AS DECIDED BY THE HOUSING AUTHORITY, PRIOR PERFORMANCE MAY BE A CONSIDERATION.

13. It shall be the Bidder's sole responsibility to verify the correctness of his bid. The Bidder shall be responsible for making inquiries about any part of the bid form or work that he does not understand prior to making his bid. **The low Bidder shall confirm his bid after opening and send**

a letter to the Housing Authority stated that he has reviewed his bid and that he stands by his bid amount to complete all work if he is awarded the contract.

14. Insurance for Sub-Contractors will be the same as for the Prime Contractor. Submit Sub-Contractor insurance certificates prior to their starting work.
15. All persons working on the job site must be covered by Worker's Compensation regardless of company size or other matters.

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
---	--	---

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond				Bid Identification	
Percent Of Bid Price	Amount Not To Exceed			Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)		
				For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1. _____	2. _____	3. _____	

Individual Surety(ies)

Signature(s)	1. _____ (Seal)	2. _____ (Seal)
Name(s) (Typed)	1. _____	2. _____

Corporate Surety(ies)

	Name And Address	State Of Incorporation	Liability Limit (\$)	
Surety A	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) And Title(s) (Typed)	1. _____	2. _____	
	Name And Address	State Of Incorporation	Liability Limit (\$)	
Surety B	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) And Title(s) (Typed)	1. _____	2. _____	
	Name And Address	State Of Incorporation	Liability Limit (\$)	
Surety C	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) And Title(s) (Typed)	1. _____	2. _____	
	Name And Address	State Of Incorporation	Liability Limit (\$)	
Surety D	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) And Title(s) (Typed)	1. _____	2. _____	
	Name And Address	State Of Incorporation	Liability Limit (\$)	

Surety Sui	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Non – Collusive Affidavit

State of: _____

County of: _____

_____, being first duly sworn, depose, and says: That he/she
(Manager/Officer)

is _____ of _____.
(Manager) (Company)

(A partner or officer of the firm of, etc.), the party making the foregoing proposal or bid; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in 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 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, or any person interested in the proposed contract; and that all statements in said Proposal or Bid are true.

(Signature of Bidder, if Bidder is an individual)

(Signature of Bidder, if Bidder is a Partnership)

(Signature of Bidder, if Bidder is a Partnership)

Notarization:

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

(Notary Public Signature)

Commission Expires: _____

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) 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.

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

- (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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) **Workers' Compensation**, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [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 with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(1) 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 finishing 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

(e) 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in 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 prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

- (e) 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.

- (f) 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.
- (g) 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
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) 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.

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

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

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

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right In Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

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(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

CONTRACTOR'S QUALIFICATION STATEMENT

DATE PREPARED _____

CONTRACTOR NAME _____
ADDRESS _____

PHONE _____
FAX _____
E-MAIL _____
PRIMARY CONTACT(S)
NAME _____
NAME _____

TAX ID # OR SS # _____
TYPE OF COMPANY
CORPORATION _____
PARTNERSHIP _____
INDIVIDUAL _____
OTHER _____

TYPE OF LICENSE		LICENSE NO.
GENERAL CONSTRUCTION	_____	_____
RESIDENTIAL	_____	_____
PLUMBING	_____	_____
HVAC	_____	_____
ELECTRICAL	_____	_____
OTHER	_____	_____

LIST ALL PERSONS HOLDING
LICENSE FOR COMPANY

NUMBER OF YEARS IN BUSINESS
UNDER CURRENT NAME _____

OTHER FORMER NAMES AND
NUMBER OF YEARS IN BUSINESS _____

EXPERIENCE:
IDENTIFY TYPE OF WORK YOUR COMPANY NORMALLY PERFORMS WITH ITS OWN CREWS

HAS YOUR COMPANY EVER FAILED TO COMPLETE ANY CONTRACT AWARDED TO IT? IF SO, EXPLAIN CIRCUMSTANCES

ARE THERE ANY JUDGEMENTS, MEDIATION, ARBITRATION OR SUITS PENDING OR FILED AGAINST YOUR COMPANY OR ITS OFFICERS?

HAS ANY OFFICER OR PRINCIPAL OF YOUR COMPANY BEEN AN OFFICER OR PRINCIPAL OF ANOTHER COMPANY THAT FAILED TO COMPLETE A CONTRACT?

LIST UP TO FIVE SIMILAR PROJECTS COMPLETED IN THE LAST FIVE YEARS, GIVING NAME OF PROJECT, OWNER, ARCHITECT, CONTRACT AMOUNT AND PERCENT OF WORK PERFORMED BY OWN STAFF.

LIST MAJOR PROJECTS UNDER CONTRACT AND PERCENT COMPLETE. GIVE NAME OF PROJECT, OWNER, ARCHITECT, CONTRACT AMOUNT AND PERCENT OF WORK BEING PERFORMED BY OWN STAFF.

LIST FIVE REFERENCES:

ARCHITECT _____
ARCHITECT _____
OWNER _____
OWNER _____
OWNER _____

LIST FINANCIAL REFERENCES (OWNER MAY REQUEST FINANCIAL STATEMENT FROM
APPARENT LOW BIDDER(S) – DO NOT ATTACH TO BID)
INCLUDE BANK AND BONDING COMPANY AGENT.

BY: _____
TITLE: _____
DATE: _____

Performance Bond	Date Bond Executed (Must be same or later than date of contract)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
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See Instructions on page 3

Principal (Legal name and business address)	Type of Organization ("X" one)			
	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Other (Specify)			
	State of Incorporation			
Surety(ies) (Name(s) and business address(es))	Penal Sum of Bond			
	Million(s)	Thousand(s)	Hundred(s)	Cents
	Contract Date		Contract Number	

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

The above obligation is void if the Principal-

- (a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal				
Signature(s)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	3.	
Individual Surety(ies)				
Signature(s)	1.	2.		
		(Seal)	(Seal)	
Name(s) (Typed)	1.	2.		
Corporate Surety(ies)				
Surety A	Name & Address		State of Incorporation	Liability Limit (\$)
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
Surety B	Name & Address		State of Incorporation	Liability Limit (\$)
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
Surety C	Name & Address		State of Incorporation	Liability Limit (\$)
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
Surety D	Name & Address		State of Incorporation	Liability Limit (\$)
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
Surety E	Name & Address		State of Incorporation	Liability Limit (\$)
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

Corporate Surety(ies) (continued)

Surety F	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Bond Premium ▶	Rate Per Thousand (\$)	Total (\$)
-----------------------	------------------------	------------

Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

Payment Bond (See Instructions On Page 3)	Date Bond Executed (Must be same or later than date of contract)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
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Principal (Legal name and business address)	Type Of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify)												
State Of Incorporation													
Surety(ies) (Name(s) and business address(es))	Penal Sum Of Bond <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Million(s)</td> <td style="width:25%;">Thousand(s)</td> <td style="width:25%;">Hundred(s)</td> <td style="width:25%;">Cents</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Contract Date</td> <td style="width:50%;">Contract Number</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Million(s)	Thousand(s)	Hundred(s)	Cents					Contract Date	Contract Number		
Million(s)	Thousand(s)	Hundred(s)	Cents										
Contract Date	Contract Number												

Obligation:
 We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

Conditions:
 The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

Witness:
 The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Principal

Signature(s)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1. _____	2. _____	3. _____	

Individual Surety(ies)

Signature(s)	1. _____ (Seal)	2. _____ (Seal)
Name(s) (Typed)	1. _____	2. _____

Corporate Surety(ies)

Surety A	Name & Address	State Of Incorporation	Liability Limit \$	Corporate Seal
Signature(s)	1. _____	2. _____		
Name(s) & Title(s) (Typed)	1. _____	2. _____		

Corporate Surety(ies) (Continued)

Surety B	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety F	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State Of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Instructions

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

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GENERAL TERMS OF CASH ESCROW AGREEMENT

THE CONTRACTOR AGREES TO ENTER INTO AN AGREEMENT WITH THE WILSON HOUSING AUTHORITY IF THE CONTRACTOR ELECTS TO UTILIZE A 20% CASH ESCROW FOR THE ASSURANCE OF COMPLETION.

THE GENERAL TERMS OF THE CASH ESCROW AGREEMENT WILL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYING THE ESCROW AGENT FEE IN THE AMOUNT OF \$2,500.00.
2. THE ESCROW AGENT WILL BE THE WILSON HOUSING AUTHORITY'S ATTORNEY.
3. THE ESCROW ACCOUNT WILL BE THE WILSON HOUSING AUTHORITY'S, REPRESENTING LAW FIRM TRUST ACCOUNT.
4. INTEREST EARNED ON THE ESCROW MONEY WILL GO TO THE STATE BAR IOLTA ACCOUNT. INTEREST WILL NOT GO TO THE CONTRACTOR.
5. CHANGES INCREASING THE CONTRACT AMOUNT WILL REQUIRE THAT 20% OF THE ADJUSTED PRICE, PER THE CHANGE ORDER, MUST BE PAID TO THE ESCROW ACCOUNT WITHIN 10 CONSECUTIVE DAYS OF SIGNED APPROVAL OF THE CHANGE ORDER.
6. ESCROW FUNDS WILL NOT BE RELEASED TO THE CONTRACTOR UNTIL THE ESCROW AGENT RECEIVES WRITTEN AUTHORIZATION FROM THE WILSON HOUSING AUTHORITY.

20% CASH FUNDS SHALL REMAIN IN ESCROW DURING THE (1) ONE YEAR WARRANTY PERIOD. UPON EXPIRATION OF THE WARRANTY AND COMPLETION OF ANY WARRANTY WORK, THE ESCROW AGENT SHALL HAVE (30) DAYS TO RECEIVE AUTHORIZATION TO RELEASE FUNDS AND ISSUE THE FINAL CHECK TO THE CONTRACTOR.

LETTER OF CREDIT

Name of Bank

Date

Address

TO: Wilson Housing Authority
301 E. Nash Street
Wilson, North Carolina, 27893

In Re: _____
(Name of Contractor)

Contract Date _____ with
Wilson Housing Authority
301 E. Nash Street
Wilson, North Carolina, 27893

Our Irrevocable Letter of Credit No. _____

Dear Sirs:

We open our Irrevocable Letter of Credit in your favor for the account of _____
(Name of Contractor)

to be used in connection with the project known as CAPITAL FUND PROGRAM NC020-50117. This Letter of Credit will be for the cash needs of Wilson Housing Authority to complete the project and pay for labor furnished if _____ defaults in the faithful performance of the referenced

(Name of Contractor)
contract or fails to pay for labor and material furnished in the project

Drafts to be accompanied by signed certifications by the President - CEO of the Wilson Housing Authority for the project, that the amount drawn down is required to cover cash required to complete the project or to pay for labor and material furnished or to be furnished on the project.

This Letter of Credit is limited to \$ _____ (25% of the Bid).

This Letter of Credit will continue in force until all contractual obligations of the Prime Contractor have been met including the Contractor's Warranty Period.

Yours truly,

Name of Bank

By: _____
(Title of Officer)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned Notary Public do hereby certify that _____
known to me to be _____ of the aforesaid Bank and acknowledge
his execution of the attached Letter of Credit on behalf of that Bank.

Witness my hand and notarial seal this _____ day of _____, _____

NOTARY PUBLIC

My commission expires: _____

SUPPLEMENTAL GENERAL CONDITIONS1. FORM HUD-5370 PAGE 2, SECTION 1.C

The Contracting Officer shall be the President – CEO unless so modified in writing.

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

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

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

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

4. Contractors shall not remove existing roofing until replacement is in hand. New items shall be installed same day old items removed. Contractor shall not leave work area unsecured/unattended during the working day. **DO NOT LEAVE BUILDING UNPROTECTED AGAINST THE WEATHER.**

5. **DO NOT** leave residents without water, electricity, smoke and fire protection. Heat must be available after normal working hours during cold weather (when temperature drops below 64° F.)

6. The Contractor shall protect the site and building. **DO NOT** allow the use of resident possessions, I.E., toilets, radios, phones, refrigerators etc. **DO NOT** use profanity, drugs or alcohol on site or smoke within Twenty Five (25) feet of any apartment entrance, operable windows, outdoor air intakes or on the roof.

7. Only the Superintendent should be talking to PHA President – CEO.

8. SUPERINTENDENT

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

9. CERTIFICATES

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

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

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

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

All papers required to be delivered to the HOUSING AUTHORITY shall, unless otherwise specified in writing to the Contractor, be delivered to Kelly Vick, President - CEO, Wilson Housing Authority, Wilson, North Carolina 27893 and any notice to or demand upon the HOUSING AUTHORITY shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company

for transmission to said Executive Director at such address, or to such other representatives of the HOUSING AUTHORITY or to such other address as the HOUSING AUTHORITY may subsequently specify in writing to the Contractor for such purpose.

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

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

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

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

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

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

12. DESIGNER'S STATUS

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

The Designer is the impartial interpreter of the contract documents, and as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the Contractor, taking sides with neither.

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

A Pre-Construction Conference will be scheduled (attendance by Contractors shall be mandatory) at which time HUD forms for contract administration will be furnished to the Contractors and reviewed with them by the Contracting Officer.

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

Documents to Submit With Final Pay Request:

- Certificate & Release (HUD Form) (2 copies)
- Contractor's, Subcontractor's and Supplier's Affidavit & Release (AIA Document G706A) (2 copies)
- Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) (2 copies)
- Certification that all "Punch List" items have been completed and request for "Final Observation"

- Maintenance Manuals with Warranties/Guarantees (3 copies)
- Signed Compliance Statements from Building Inspectors as required (1 copy)
- Certificate of Punch List Completion (2 copies)
- Certificate of Final Completion and Acceptance (shall be basis for completion of work, start of warranty period and potential Liquidated Damages)
- List of all Subcontractors and Material Suppliers including addresses and phone numbers
- Adjustment of Allowances and Unit Prices
- Provide certification that all new construction is Asbestos Free
- Section 3 Final Report (HUD Form 60002)
- As Built Drawings
- All Final Payroll Reports
- Daily Project Logs
- E-Verify Affidavits for Subcontractors (if not sent prior to this)

14. Special Requirements (RE: PAGE 3, SECTION 6)

- a. The Contractor shall keep a daily project log and shall submit Monthly with Pay Application. The Contractor shall either use the company's standard daily report or use format below. The daily report shall, at a minimum, include the following information:
 - 1. Project Name, SAPA Project ID#
 - 2. Report #
 - 3. Date and time report was generated
 - 4. Weather data: overhead conditions, precipitation (if so, how much), temperature (High and low), impact on progress
 - 5. Work performed (include all major trades)
 - 6. Number of workers on site
 - 7. Major equipment deliveries
 - 8. Major equipment working on site
 - 9. Difficulties encountered that may cause delay
 - 10. Days of no work and reason, Impact on Critical Path
- b. The Contractor shall submit a bar type schedule prior to beginning work, reflecting proposed schedule and key target point and shall update monthly. It shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited, to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule or all required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One Half (1/2) day shall be the smallest time unit used.

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

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

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

The Contractor will be responsible for reproduction of the Project Manual as needed. Electronic copies of the Project Manual will be available via download (See Notice to Bidders). Plans have been prepared on 8 1/2 x 11 sheets and are included in the Project Manual.

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

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

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

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

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

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

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

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

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

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

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

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

Safety of Persons and Property

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

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

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

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

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

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

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

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

Emergencies

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

This section modifies HUD Form 5370, General Conditions of the Contract for Construction, Section 13, Health, Safety and Accident Prevention, Section (d); Modify sentence 4 as follows: "If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken or the Contracting Officer may issue an order stopping all or part of the work and the Owner may take corrective action in order to protect the Health, Safety and to Prevent Accidents for the Protection of Workers, Residents and General Public. If the Contractor has left the site and the site is considered unsafe the Owner may take immediate action for the benefit of the residents and public and will back charge the Contractor.

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

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

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

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

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

the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of, or resulting from, performance of the Work, provided that such claim,

damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

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

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

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

21. PROJECT SIGNS

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

22. Regarding Off-site Storage: to be eligible for payment of materials stored off-site, the following conditions must be met:

1. The Housing Authority verifies stored materials before approving requisition requests.
2. The warehouse is located in the City in close proximity to the Housing Authority.
3. The Housing Authority may inspect the contents at anytime.
4. All materials are physically separated in the warehouse from all other materials not associated with the project and can be readily identified.
5. Provide Certificate of Insurance on off site materials.

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

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

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

Payment Schedule:

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

Unit Price Schedule – Contractor shall submit the Unit Price Schedule from Section 01020 Allowances with each Request for Payment

Labor - Contractor may request payment on a monthly basis, based on the work completed and ready for Pre-Final Punch Observation. After the Owner has determined the work to be complete, he will proceed with payment. Partial payments for work not completed will not be approved. Final Completion will be issued after all work is complete (including Punch List).

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

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

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

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

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

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

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

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

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

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

WILSON HOUSING AUTHORITY

To the Prime Contractor and/or the Subcontractor on work performed by its own employees/forces when direct cost is less than \$5,000.	15% MAX OF Direct Cost when Direct Cost is less than \$5,000.	10% MAX of Direct Cost
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Indirect Cost: Includes overhead, general and administrative expenses and fringe benefits normally not treated as direct cost.

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

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

EXAMPLE:

Subcontractor

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

General Contractor

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

7. GOVERNING LAW (RE: PAGE 11, SECTION 31)

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

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

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

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

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

29. EARLY COMPLETION OF PROJECT

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

30. TIME EXTENSIONS DUE TO WEATHER

A rain day is defined as any day that rain exceeds one tenth of one inch (0.1"). The Contractor may only be entitled to extension of the contract period for the number of rain days that exceed the normal number of rain days for any given month. For the purpose of determining extent of delay attributable to unusual weather, a determination shall be made by comparing the weather for the contract period with the preceding five (5) year climatic range average during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the jobsite by the Contractor, reflecting the effect of the weather on progress of the work and initialed by the Owner's Representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery and are in all other ways non-compensable.

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

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

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

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

32. **The Subcontractor, as an absolute condition precedent to the Contractor's obligation to pay any amount of monies to the Subcontractor, shall on a weekly basis, time being of the essence, submit four (4) properly and fully completed, accurate and executed originals of U.S. Department of Labor, Wage and Hour Division, Payroll WH-347 to the Contractor, for work actually performed prior to the time of such submittal.**

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

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

34. AWARD OF CONTRACT BASED ON ALTERNATES

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

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

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

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

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

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

"General Decision Number: NC20240093 01/05/2024

Superseded General Decision Number: NC20230093

State: North Carolina

Construction Type: Residential

County: Wilson County in North Carolina.

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

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

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

The applicable Executive Order minimum wage rate will be

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

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

Modification Number Publication Date
 0 01/05/2024

SUNC2016-002 02/22/2019

	Rates	Fringes
CARPENTER.....	\$ 14.66 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25 **	0.00
ELECTRICIAN.....	\$ 14.50 **	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 14.11 **	0.00
LABORER: Common or General.....	\$ 11.93 **	0.00
PAINTER (Brush and Roller).....	\$ 11.91 **	0.00
PAINTER: Spray.....	\$ 11.91 **	0.00
PLUMBER.....	\$ 14.52 **	0.00
ROOFER.....	\$ 13.40 **	0.00

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

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

their agencies, are a party.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION"

SECTION 3 AND TARGETED SECTION 3 WORKER SELF-CERTIFICATION

The purpose of HUD's Section 3 Program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. Your response is voluntary, confidential, and has no effect on your employment

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Are you currently a resident of Public Housing or a Housing Choice Voucher holder? (Section 8)

- Yes
- No

What is your yearly income?

- Less than \$35,850 annually (\$17.23 per hour)
- More than \$35,850 annually (\$17.24 per hour)

Are you a resident of Wilson County?

- Yes
- No

Position

Date Hired

I affirm that the above statements are true, complete, and correct to the best of my knowledge and believe. I hereby certify, under penalty of law that the following information is correct to the best of my knowledge.

Address

Phone Number

Signature

Date

Full Name Printed

FOR INTERNAL USE ONLY

Must retain for 5 years

Is the employee a Section 3 worker based upon their self-certification? Yes or No

Is the employee a Targeted Section 3 worker based upon their self-certification? Yes or No

Status of employee: Employed Terminated

SECTION 004100 – SECTION 3
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS
HOUSING AND URBAN DEVELOPMENT

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

The new Section 3 rule is in effect. The goals are now based on total labor hours of the job.

Number of Labor Hours Worked

- Any worker who currently fits or when hired within the past five years fit at least one of the following categories: 1) the worker's income for the previous or annualized calendar year is below the income limit established by HUD; 2) the worker is employed by a Section 3 Business Concern; or 3) Youth Build Participant Total Number of Labor Hours Worked by Section 3 Workers

Benchmark 1: At least 25% of total labor hours must have been performed by Section 3 workers. If this is not met, complete the Efforts to Comply section below.

- A Targeted Section 3 worker is defined as: 1) a worker employed by a Section 3 Business Concern; or 2) A worker who currently fits or when hired fit at least one of the following categories within the past 5 years: a resident of public housing or Section 8 assisted housing, living within the service area or neighborhood of the project, or a Youth Build participant Of the Total Section 3 Labor Hours input above, how many were worked by Targeted Section 3 Workers?

Benchmark 2: At least 5% of total labor hours must have been performed by Targeted Section 3 workers. If this is not met, complete the Efforts to Comply section below.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements 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 each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or worker's representative of the contractor's commitments under 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 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, include training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR, Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 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) preferences 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).

END OF SECTION 004100

**Record of Employee
Interview Instructions****U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards**OMB Approval No. 2501-0009
(exp. 12/31/2024)InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009

(exp. 12/31/2024)

Additional Remarks

Historial de Entrevista del Empleado

Departamento de Vivienda y
Desarrollo Urbano de EE.UU.
Oficina de Davis-Bacon y Normas Laborales

Aprobación de OMB No. 2501-0009
(exp.12/31/2024)

Instrucciones

Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevistas a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como "jornalero" o "mecánico" no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Línea 18: coloque aquí cualquier información adicional que desee documentar o información continua de otras líneas que no quepan en su espacio de bloque.

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

LIEN & BOND LAW
NORTH CAROLINAL GENERAL STATUTES
CHAPTER 44A

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

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

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

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

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

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

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

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

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

NOTICE TO LIEN AGENT

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

Dated: _____

Potential Lien Claimant: _____

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

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

§7-14. Regulations as to issue of building permits.

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

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

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

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

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

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

Summary: This Section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection. Provide facilities ready for use. Maintain, expand and modify as needed. Remove when no longer needed, or replaced by permanent facilities.

Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner, and will not be accepted as a basis of claims for a Change Order.

Submittals: Submit a schedule showing implementation and termination of each temporary utility within 15 days of commencement of the Work.

Regulations: Comply with applicable laws and regulations.

Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared by AGC and ASC.

Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

Conditions of Use: Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload, or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

Open-Mesh Fencing: 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high and galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts, as required by Contractor for security of stored materials.

Water Service: Contractor may use exterior hose bibs for water.

Electric Power Service: Contractor may use power from building when working on that building.

Telephones: Provide temporary telephone service for personnel engaged in construction. Phone may be fixed or mobile. Mobile telephone, if used, must be on the job site at all times that construction crews are present.

Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

Toilets: Install self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.

Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds.

END OF SECTION 015000

SECTION 017700 - CLOSEOUT PROCEDURES

Description of Requirements: Provisions apply to the procedural requirements for the actual closeout of the Work. Closeout requirements relate to both Punch List Observation and final completion of the Work; they also apply to individual portions of completed work as well as the total Work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

Procedures at Punch List Observation:

Prerequisites: Comply with General Conditions and complete the following before requesting Owner's observation of the Work, or a designated portion of the Work, for preparation of Punch List Observation.

Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling owner's unrestricted occupancy and use.

Submit record documentation.

Complete final cleaning, and remove temporary facilities and tools.

Observation Procedures: Upon receipt of Contractor's request, Owner will either proceed with observation or advise contractor of prerequisites not fulfilled. Following initial visit, Owner will either prepare a pre-final punch list, or advise Contractor of work which must be performed prior to issuance of the punch list observation. The Owner will repeat the punch list observation when requested and assure that the Work has been completed. **If the work has not been completed at the second visit, the Contractor agrees to reimburse the Owner for the cost of future site observation.** Results of the completed observation will form the initial "punch-list" for final acceptance.

Procedures at Final Acceptance (Checking of Punch List):

Checking of Punch List Procedure: The Owner will revisit the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Owner, the Work has been completed, including punch-list items from earlier visits. Upon completion of observation, the Owner will either process final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

In the event that the condition of the work is such that the Owner must conduct a Final Review, (checking of punch list) more than one time the Contractor shall reimburse the Owner for cost involved with each additional visit/office time.

LIQUIDATED DAMAGES STOP AT FINAL COMPLETION OF THE WORK OR FINAL ACCEPTANCE

Contractor is advised "the resulting damage will consist of liquidated damages until the work is completed or accepted".

Contractor is advised that Warranty begins from the date of final acceptance of all the roof work.

Record Documentation:

Record Drawings: Maintain a complete set of prints of the contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up these drawings during the course of the work to show both changes and the actual installation, in sufficient detail to form a complete record for the Owner's purposes. Give particular attention to work, which will be concealed and difficult to measure and record at a later date, and work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark-up. Submit Drawings in a scanned PDF Format via email, drop box, thumb drive, CD or other electronic transfer method.

General Closeout Requirements:

Final Cleaning: At the time of project close out, clean or re-clean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Owner's Pre-Final Punch List Observation:

WILSON HOUSING AUTHORITY

Clean exposed finishes.
Touch-up minor finish damage.
Remove debris.
Police yards and grounds.

DOCUMENTS TO SUBMIT WITH FINAL PAY REQUEST:

Certificate & Release (HUD Form) (2 copies)
Contractor's, Subcontractor's and Supplier's Affidavit & Releases (AIA Document G706A) (2 copies)
Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) (2 copies)
Certification that all "Punch List" items have been completed and request for "Final Observation"
Maintenance Manuals with Warranties/Guarantees (3 copies)
Signed Compliance Statements from Building Inspectors as required (1 copy)
Certificate of Punch List Completion (2 copies)
Certificate of Final Completion and Acceptance (shall be basis for completion of work, start of warranty period and potential Liquidated Damages)
List of all Subcontractors and Material Suppliers including addresses and phone numbers
Adjustment of Allowances and Unit Prices
Provide certification that all new construction is Asbestos Free
Section 3 Final Report (HUD Form 60002)
As Built Drawings
All Final Payroll Reports
Daily Project Logs
E-Verify Affidavits for Subcontractors (if not sent prior to this)

NOTE: IF ALL CLOSE OUT DOCUMENTATION IS NOT SUBMITTED WITHIN 45 DAYS FROM DATE OF FINAL ACCEPTANCE, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL COST INCURRED BY THE OWNER

END OF SECTION 017700

THE CONTRACTOR SHALL USE THE ATTACHED FORMS TO REQUEST A PRE-FINAL PUNCH LIST OBSERVATION AND FINAL OBSERVATION.

SECTION 017707 - WARRANTIES AND BONDS

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

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

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

Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16. Warranties are to be submitted with request for Final Payment.

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

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

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

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

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

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

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

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

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

Refer to individual Sections of Divisions-2 through -16 for specific content, and particular requirements for submittal of special warranties.

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

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

END OF SECTION 017707

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 1/31/2027)

No progress payments shall be made to the contractor unless a schedule of amounts or contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
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Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
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Approved for Contractor by	Title	Date (mm/dd/yyyy)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
			D			

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		
		42	(Other)	63	Punch List 1/2
		43	(Other)	64	Lawns & Planting

¹ General Conditions should be 3% to 5% of contract amount.

² Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-015
7 (exp. 1/31/2027)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
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Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____

3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____

7. Deductions (from Col.5, form HUD-51002) \$ _____ (net) \$ _____

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____

9. Less: Retainage, _____ % \$ _____

10. Net amount earned to date (line 8 less line 9) \$ _____

11. Less: Previously earned (line 10, last Periodic Estimate) \$ _____

12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____

14. Less: Allowed last period \$ _____

15. Increase (decrease) from amount allowed last period \$ _____

16. Balance Due This Payment \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
_____	_____	_____	_____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)
_____	_____	_____	_____

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
Location of Project		Project Number
Name of Contractor		Contract Number

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestion for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number
Name of General Contractor or Subcontractor			Amounts
General Contractor			\$
Subcontractors			\$
			Total
			\$
			Less 10%
			\$
			Net
			\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)