

Project Manual

48 Building Roof Replacement: AMP2

Capital Fund Program

Wilson Housing Authority

301 E. Nash Street, Wilson, North Carolina

Pre-bid meeting: Wednesday, January 22, 2025 @ 2:00 pm (EST)

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

Kelly Vick, President-CEO

Troy Davis, Development Director, tdavis@wilsonha.org

Cindy Whitley, Development Coordinator, cindy@wilsonha.org

Monday, January 13, 2025

Wilson Housing Authority

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Notice to Bidders

Sealed proposals will be received Wednesday, February 12, 2025, no later than 2:00 pm (EST) by the Wilson Housing Authority for Capital Fund Program 48 Building Roof Replacement: AMP2. The 48 Units are located on the following Streets: Walnut, Sims, Norfolk, Poplar, Birch & Phillip Streets.

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

1. Provide all labor, Material and Equipment required for the asphalt shingle roof replacement of 48 Units (duplexes & houses).
 - The project time frame is 115 calendar days, Monday-Saturday, Demolition/installation start time 8:00 am – Dusk. The contractor will be given additional days for rain days.
 - 30 yr Architecture Shingles: Owens Corning, Atlas ProLam: color: Black
 - Use true starter/ridge shingles to make sure the job qualifies for the manufacturer warranty.
 - Ice & water shield: full sheet on the bottom and half sheet on the sides
 - 633 & 633-A Walnut: Install Ice/Water shields over both entire roof decks. Then install synthetic underlayment on top of the ice/water shield over both entire roof decks. The ridge vent openings are needed to meet manufacturer specifications. Install a custom drip edge for both buildings. See the custom drip edge drawing in the Detail Picture Section for rain diverters.
 - All roof penetrations shall be covered with 3' X 3' ice/water shield for additional protection.
 - Synthetic underlayment
 - Install white drip edge on all sides of the roof.
 - Ridge vents: The ridge opening should meet manufacturer specifications to allow proper air flow and qualify for manufacturer warranty.
 - Install new plumbing boots.
 - Install new black roof exhaust.
 - Install new gas vent stacks & Caps and painted black. View the gas stack detail.

- 5' Black rain diverters over front/back doors.
 - All vehicle and piggyback tire tracks/rut damage in the yards can be repaired at the end of the job.
2. Provide all other work in the project manual and as required by code and local authority having jurisdiction.
 3. Bad areas of the roof decks will be marked with orange/red marking spray paint for Troy to come by to validate the areas of repair to be replaced at each location prior to replacement. Let Troy know when the roof decks are ready for walking with the project manager.
 4. The Daily Log: The contractor turns in a weekly log tracking their daily progress on the number of roofs per day and the board footage replacement with the weekly payrolls.
 5. The contractor must submit the required documents in the project manual for final payment. Please omit the following As-Built drawings and E-verify.

A Pre-Bid Conference has been scheduled for Wednesday, January 22, 2025 @ 2:00 P.M. Meeting will be held at the Wilson Housing Authority office, located @ 301 E. Nash Street, Wilson, North Carolina. A site visit will follow.

Contractors unable to attend the Pre-Bid Conference may visit at their leisure but should notify the Housing Authority of their intent to do so. Contact Troy Davis at (252) 299-2199 and advise him of the scheduled date and time of visit.

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

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

Contractors will be responsible to ensure 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.

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. **Five percent shall be based on the maximum bid price, i.e.: Base Bid plus Unit Prices plus Contingency Allowance.** 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 not required if bid is less than \$100,000.00.)

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.

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 END OF THE WARRANTY PERIOD)

Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

The proposals may be delivered or mailed to the following address.

Wilson Housing Authority
301 E. Nash Street
Wilson, NC 27893
Attention: Kelly Vick, President/CEO

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

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

FORM OF BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the Laws of the State of _____, doing business as (a corporation) (a partnership) (an individual) (strike out words not acceptable).
Bid for Capital Fund AMP2 Building Roof Replacement.

To: Wilson Housing Authority: Wilson, North Carolina

All:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Project Manual (including Instructions to Bidders, this bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Supplement General Conditions, the General Scope of Work, The Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by the Wilson Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to construct and complete the AMP1 Building Roof Replacement all in accordance with the aforementioned Contract Documents.

The Bids shall be considered a firm fix price inclusive of all Contractor cost, including but not limited to, material, labor, equipment, taxes, permits, bonds, insurance, temporary utilities, and any other expenses incurred by the Contractor in the performance of the work.

General Construction Contract: Shall be single prime contract for General work. The work shall include Architectural shingles: Owens Corning shingles: color: Onyx Black, Ice & water shield, synthetic underlayment, white drip edge, ridge vent, plumbing boots secured with , roof exhaust, gas vent stacks/cap, black rain diverters over the front/back doors all work as shown in detail and specified except that work as specified to be by separate Alternate.

BASE BID:

SUBTOTAL BID _____ (\$ _____)

TOTAL OF UNIT PRICES WORK _____ (\$ _____)

(*Total of Unit Price A-E) From Page 2

Contingency Allowance _____ **Sixty Thousand (\$60,000.00)**

TOTAL BASE BID _____ (\$ _____)

The above Base Bid includes a Contingency Allowance of **\$60,000.00**, see Section Allowances.

UNIT PRICES include profit and overhead and no additional profit or overhead shall be added or deducted when applying Unit Prices. If the Unit Price work exceeds the base amount indicated, the Contractor shall notify the Owner before proceeding with additional Unit Price work.

The Unit Prices: requested include quantities of an allowance for work to be included in the Base Bid. This quantity of an allowance for work is for unknown conditions that may arise and is an addition to any specific amount of that type of work identified on the plans (unless specifically indicated otherwise).

Quantities included in the Unit Prices are in addition to quantities required on the drawings (included in the project manual).

In the event that the final work required is less than or more than the amount included as quantity of an allowance for work in the Base Bid, the contract amount will be adjusted up or down in accordance with the accepted Unit Price. The quantities must be verified by the OWNER's representative. The Contractor may not exceed the base Unit Price quantity without specific written permission from the Owner. Unit Price work shall be identified separately on the Contractor's Schedule of Values and Pay Request.

Unit Price A: Remove existing damaged or rotten roof sheathing. Provide new 3/4" (23/32") OSB roof sheathing 4' X 4' minimum area. The contractor shall include in the Bid, Eight Thousand (8,000) Square Feet of 3/4" (23/32") OSB roof sheathing to be provided at: (500 Repairs)

\$ _____ /SF X 8,000 SF= \$ _____

Unit Price B: Remove existing damaged or rotten roof sheathing. Provide new 1/2" (7/16") OSB roof sheathing 4' X 4' minimum area. The contractor shall include in the Bid, Eight Thousand (8,000) Square Feet of 1/2" (7/16") OSB roof sheathing to be provided at: (500 Repairs)

\$ _____ /SF X 8,000 SF= \$ _____

Unit Price C: Remove existing damaged or rotten 3/4" (23/32") x 7.25" x 1' pine board roof sheathing. Provide new 3/4" (23/32") x 7.25" x 1' OSB roof sheathing cut into 7.25" strips/size. The contractor shall include in the Bid, Ten Thousand (10,000) Linear Feet of 3/4" (23/32") OSB roof sheathing to be provided at:

\$ _____ /LF X 10,000 LF= \$ _____

Unit Price D: Remove the existing metal fascia wrap. Remove damaged or rotten wood fascia board and provide new. The contractor shall include in the Bid, Two Hundred Forty (240) Linear Feet of wood fascia board to be provided at:

1 x 4 fascia \$ _____ /LF X 240 LF= \$ _____

1 x 6 fascia \$ _____ /LF X 240 LF= \$ _____

1 x 8 fascia \$ _____ /LF X 240 LF= \$ _____

2 x 4 fascia \$ _____ /LF X 240 LF= \$ _____

Signature of Authorized Bidder and (Typed or Printed)

Unit Price E: Remove the existing metal fascia where paint is peeling or damaged. Provide new pre-finished white metal fascia to match existing. The contractor shall include in the Bid, **Two Hundred (200) Linear Feet of pre-finished white metal fascia to be replaced at:**

\$ _____ /LF x 200 LF= \$ _____

TOTAL OF UNIT PRICE A-E: FYI: Unit Prices D & E have NOT been used the last three (3) projects.

_____ = \$ _____

This total should be carried to Page 1 of the Form of Bid "Total of Unit Prices Work."

2. In submitting this Bid, it is understood that Wilson Housing Authority reserves the right to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract presented to him for his signature. **THIS SOLICITATION REQUIRES BIDDING ON ALL ITEMS, FAILURE TO DO SO WILL DISQUALIFY THE BID.**

3. Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the Project Manual.

4. Attached hereto is an affidavit in proof that the undersigned has not entered any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

Signature of Authorized Bidder and (Typed or Printed)

5. The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the work within **the days required**. Bidder further agrees to pay as liquidated damages, the sum of Two Hundred (\$200.00) for each calendar day thereafter under the provisions of Section II of the General Conditions. The Contractor shall be given up to Thirty (30) calendar days for processing shop drawings, obtaining permits and for material delivery. The Contractor shall be given One Hundred Fifteen (115) consecutive calendar days for construction which shall begin at the earliest of the following: A) the day the Contractor begins work on the site **OR** B) the next business day following the days allowed for processing shop drawings, permitting and material delivery.

Signature of Authorized Bidder and (Typed or Printed)

WILSON HOUSING AUTHORITY

Respectfully submitted this _____ day of _____, 20_____

Witness: _____ (Name of Firm or Corporation making bid)

(Proprietorship or Partnership) By _____

Title _____
(Owner, Partner or President
or Vice President only)

Corporation: _____ Address _____
Attest: _____ Phone _____

By _____ License No. _____

Title _____ (Corporate Seal)
(Corp.Sec. or Assist. Sec. only)

ADDENDA RECEIPT: The receipt of the following Addenda to the Project Manual is acknowledged:

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

CLARIFICATIONS

Clarification No. 1 Dated _____

Clarification No. 2 Dated _____

The contractor shall identify the roofing subcontractor (if applicable) selected to perform the work:

Roofing Subcontractor:

NAME _____ # _____
LICENSE #

Signature of Authorized Bidder and (Typed or Printed)

48 Building Roof Replacement Project: AMP 2

Walnut Street Address	Style	Building Type	
1. 503 & 505 Walnut	Duplex	B	2,190
2. 507 & 509 Walnut	Duplex	B	2,190
3. 628 & 630 Walnut	Duplex	C	2,736
4. 629 & 631 Walnut	Duplex	C	2,736
5. 633 Walnut	Manager Office		1,824
6. 633-A Walnut	Community Center & Breeze way		2,250
7. 651 Walnut	House	D	1,764
Subtotal			15,690
Sims Street Address	Style	Building Type	
8. 601 & 603 Sims	Duplex	C	2,736
9. 604 & 606 Sims	Duplex	C	2,736
10. 605 Sims	House	D	1,800
11. 607 Sims	House	D	1,800
12. 608 & 610 Sims	Duplex	C	2,736
13. 609 & 611 Sims	Duplex	C	2,736
14. 612 & 614 Sims	Duplex	C	2,736
15. 613 A & B Sims	Duplex	E	1,976
16. 616 Sims	House	D	1,800
Subtotal			21,056
Poplar Street Address	Style	Building Type	
17. 904 Poplar	House	F	2,232
18. 907 Poplar	House	F	2,232
19. 909 Poplar	House	E	2,076
20. 911 Poplar	House	F	2,232
21. 913 & 915 Poplar	Duplex	D	2,470
22. 917 & 919 Poplar	Duplex	C	2,760
23. 920 & 922 Poplar	Duplex	C	2,760
24. 921 Poplar	House	E	2,076
25. 923 & 925 Poplar	Duplex	C	2,760
26. 924 Poplar	House	E	2,076
27. 926 & 928 Poplar	Duplex	C	2,760
28. 927 Poplar	House	E	2,076
29. 929 & 931 Poplar	Duplex	D	2,470
30. 930 & 932 Poplar	Duplex	D	2,470
Subtotal			33,450
Address	Style	Building Type	
31. 907 Phillip	House	E	2,076
32. 909 & 911 Phillip	Duplex	C	2,760
33. 913 Phillip	House	E	2,076
34. 915 A & B Phillip	Duplex	F	2,232
Subtotal			9,144

48 Building Roof Replacement Project: AMP 2

Birch Street Address	Style	Building Type	
35. 900 & 902 Birch	Duplex	B	2,228
36. 901 & 903 Birch	Duplex	D	2,470
37. 904 Birch	House	E	2,076
38. 905 & 907 Birch	Duplex	C	2,760
39. 906 Birch	House	F	2,232
40. 908 & 910 Birch	Duplex	C	2,760
41. 909 Birch	House	E	2,076
42. 911 & 913 Birch	Duplex	D	2,470
43. 912 & 914 Birch	Duplex	D	2,470
Subtotal			21,542
Norfolk Street Address	Style	Building Type	
44. 501 & 503 Norfolk	Duplex	C	2,736
45. 505 & 507 Norfolk	Duplex	C	2,736
46. 509 Norfolk	House	E	1,976
47. 511 & 513 Norfolk	Duplex	C	2,736
48. 515 Norfolk	House	D	1,800
Subtotal			11,984
Total Roof Dimensions			112,866 SQ FT.

Total Roof Dimensions					
Building Types	# of Units	X	Sq Ft	Total Sq Ft	
B	2	X	2,190	4,380	
B	1	X	2,228	2,228	
C	10	X	2,736	27,360	
C	7	X	2,760	19,320	
D	1	X	1,764	1,764	
D	4	X	1,800	7,200	
D	6	X	2,470	14,820	
E	2	X	1,976	3,952	
E	8	X	2,076	16,608	
F	5	X	2,232	11,160	
Manager Office	1	X	1,824	1,824	
Community Center	1	X	2,250	2,250	
	48		Total	112,866 SQ FT	
10% Waste Factor:		112,866 SqFt / .90= 125,406 Sq Ft		125,406 Sq Ft	1,254 Squares

Cost Estimate

Squares of Architectural Shingles: Owens Corning: Oakridge Onyx Black, Ice & Water Shield Synthetic underlayment, white drip edge, ridge vent, plumbing boots, black roof exhaust, black gas vent stack/cap, black rain diverter over the front & back doors

1,254 Squares of (30) Architectural shingles X

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL INSTRUCTIONS TO BIDDERS

A. INVITATION TO BIDDERS

CAPITAL FUND PROGRAM NC20-2: 48 Building Roof Replacement

AGENCY: WILSON HOUSING AUTHORITY

BIDDERS NAME: _____

CONTRACTOR'S LICENSE NO: _____ LICENSE CLASSIFICATION _____

DATE & TIME FOR RECEIPTS OF SEALED BIDS: Wednesday, February 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 ie: Base Bid plus Unit Prices plus Contingency Allowances plus All Alternatives) 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-5369-A Form

Or

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 qualities 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
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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 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)	Cents		

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 E	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, deposes and says:

That (He,She) is _____ (partner or officer of the firm of, etc.) the party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Wilson Housing Authority of Wilson, North Carolina, or any person interested in the proposed contract; and that all statements on said Proposal or Bid are true.

(Signature of Bidder, if Bidder is an Individual)

(Signature of Partner, if Bidder is a Partnership)

(Signature of Officer, if Bidder is a Corporation)

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

NOTARY PUBLIC

My commission expires _____.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
- [] Hispanic Americans [] Asian Indian Americans
- [] Native Americans [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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: _____

FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____, in the year 2025, by and between _____.

- () a corporation organized and existing under the law of the State of North Carolina
- () a partnership consisting of _____
- () an individual trading as _____

Hereinafter called the "Contractor" and WILSON HOUSING AUTHORITY of Wilson, North Carolina, hereinafter called the "WHA"; WITNESSETH, that the Contractor and the WHA, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall provide all labor, material, equipment and services, and perform and complete all work required to fully execute the work for the Building Roof Replacement, NC20-2; 48 Units in strict accordance with the Project Manual and Drawings, and Addenda thereto numbered _____ and dated _____ and the Drawings/Pictures referred to therein, all as prepared by Wilson Housing Authority, Wilson, North Carolina, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part of hereof.

Contractors shall follow the Requirements of Section 3 Clause, 24 CFR, Part 135.38

ARTICLE 2. The Contract Price. The WHA shall pay the Contractor for the performance of the Contact, in current funds, subject to additions and deductions as provided in the Project Manual, the sum of _____.

SUBTOTAL BID	\$ _____
TOTAL OF UNIT PRICES WORK A-E	\$ _____
CONTINGENCY ALLOWANCE	\$ _____
DEDUCT/NO CHANGE ALT. NO. 1	\$ _____
TOTAL BASE BID	\$ _____

Article 3. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Project Manual
 - 1. Form of Bid
 - 2. Non-Collusive Affidavit
 - 3. HUD5369 & HUD5370
 - 4. HUD 5369-A: Representations, Certifications, and Other Statements of Bidders
 - 5. HUD 5370: General Conditions for Construction Contracts

- 6. HUD 4010: Labor Standards
 - 7. Contractors Qualifications
 - 8. Davis-Bacon: Residential Wage Determination: General Decision Number NC20240093
01/05/24
 - 9. Technical Specifications
 - 10. HUD 92554M: Supplementary Conditions to the Construction Contract
- c. Addenda
 - d. Pictures
 - e. Assurance of Compliance

This instrument, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto repeated, form of Contract.

In the event that any provisions in any component part of this Contract conflicts with any provisions of any other component part, the provision of the component part first enumerated in this article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the other of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts as of the day and year first above written.

Attest:	(Contractor)
By: _____	By: _____
Title: _____	Title: _____
	Business Address:
	(Street)
	<div style="display: flex; justify-content: space-between;"> (City) (State) (Zip Code) </div>

Attest:	WILSON HOUSING AUTHORITY
By: _____	BY: Kelly Vick
Title: _____	Title: President – CEO
	Business Address:
	301 E. Nash Street
	Wilson, NC 27893

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

CERTIFICATIONS

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

(Corporate Seal)

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. _____ (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)

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

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 (\$)
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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			
	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.

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.

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: _____

INVITATION FOR BIDS (IFB) 48 Building Roof Replacement & Installation
Supplemental Conditions pertaining to form HUD-5370 (1/2014)
General Conditions for Construction Contracts-Public Housing Programs
(IFB Attachment G-1.1; Contract Appendix No. 1.1)

The purpose of this document is to supplement certain incomplete conditions listed on the above-noted form HUD-5370. Each of the following section references is the corresponding section number listed on the noted form HUD-5370, which this form is hereby attached to.

1.0 Clause 2, Contractor's Responsibility for Work. (Page 2 of 19)

- 1.1 Add the following paragraph as an additional paragraph (i): "Upon award of the contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Owner."**
- 1.2 Add the following to paragraph (g): "The contractor shall control vegetative growth within the boundary of the work site. Grass, weeds, and vegetation other than desired trees, bushes, and shrubs shall be kept to a height of less than six-inches for the duration of the contract performance period."**

2.0 Clause 7, Site Investigation and Conditions Affecting the Work. (Page 3 of 19)

- 2.1 Add the following subparagraph to (a): "(i) The Contractor and the Owner shall use the latest data available from the National Weather Service, as of the date of release of the Invitation for Bids, from which to access typical weather conditions for Stark County. The contractor shall anticipate the typical weather as specified by the National Weather Service data for schedule and work planning for this contract. The Owner will only consider requests for additional contract time related to severe or unusual weather when the Contractor can clearly document (i) weather conditions more severe than typical weather for Stark County as specified and supported by National Weather Service data, (ii) the unusually severe weather, in fact, prevented the Contractor from performing scheduled work, and (iii) work not able to be performed was work in the critical path of the approved construction progress schedule."**
- 2.2 Add the following paragraph as an additional paragraph (c): "Allowable Contractor work hours for contract work on Wilson Housing Authority properties are Monday through Friday from 8:30 a.m. to 5:30 p.m., excluding State of North Carolina holidays. Contractor requests to work outside of these work hours will be considered on a case-by-case basis and may be granted at the sole discretion of the Agency Contracting Officer. Contractor requests shall be made in writing at least 48 hours prior to desired work."**

3.0 Clause 25, Contract Period. (Page 9 of 19)

- 3.1 Add the following to the main paragraph: "All work shall be completed by the Contractor, and fully accepted by the Architect and Owner within the contract period."**

INVITATION FOR BIDS (IFB) 48 Building Roof Replacement & Installation
Supplemental Conditions pertaining to form HUD-5370 (1/2014)
General Conditions for Construction Contracts-Public Housing Programs
(IFB Attachment G-1.1; Contract Appendix No. 1.1)

- 3.2 Add the following subparagraph: “Requests for substantial completion, and completion of punch list work shall be within the contract period. Failure to complete any contract work within the contract period, regardless of status of “substantial completion,” will subject the Contractor to all penalties and recourses allowable under the terms of the contract.”
- 3.3 The blank “Contract Period” and “calendar days” information is listed on the Notice to Proceed, Appendix No. 19, of Contract No. C2400_, which this Appendix No. 1.1 is also attached to.
- 4.0 Clause 27, Payments. (Page 9 of 19)
- 4.1 Within 27(d), the blank “days in advance ...” shall be “Net 30 days.”
- 4.2 Within 27(e)(3): The listed “Name, Title, Date” pertains to the Contractor and shall be submitted by the Contract when he/she has submitted the noted documentation for a progress payment.
- 5.0 Clause 29, Changes. (Page 10 of 19)
- 5.1 Add the following subparagraph to (f)(2): “(i) Overhead and General Conditions combined shall not exceed ten-percent (10%) of the Direct Costs.”
- 5.1 Add the following subparagraph to (f)(3): “(i) Profit on changes shall not exceed five-percent (5%) of Direct and Indirect Costs.”
- 6.0 Clause 33, Liquidated Damages. (Page 12 of 19)
- 6.1 The listed daily dollar amount for “liquidated damages” shall be not less than \$100.00/day.
- 7.0 Clause 36, Insurance (Page 12 of 19)
- 7.1 Within 36(a)(2) and 36(a)(3), the amounts not listed within the form HUD-5370 are identified within Section 5.4, Page 32, of the IFB 1.0 Document, which this Attachment is attached to.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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 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 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

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

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

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

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

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

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

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

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

retain ten (10) percent of the amount of progress

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for

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

35. Assignment of Contract

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

36. Insurance

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

37. Subcontracts

- (a) Definitions. As used in this contract -

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

39. Equal Employment Opportunity

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

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

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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.

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

() 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.

SUPPLEMENTAL GENERAL CONDITIONS

1. 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

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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 form 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)

To 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,

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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	\$1,250.00

General Contractor

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

27. 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.

37. All construction ruts shall be filled and seeded. Grade with existing grade; grass to match existing. Any grounds disturbed by construction shall be graded smooth, provide fill dirt as needed and seed.

38. MINOR CHANGES IN THE WORK

The Owner will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

39. UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner, the Owner shall be reimbursed by the Contractor. A Change Order will be issued to reflect a reduction in the contract sum.

40. PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY (RE: PAGE 8, SECTION 21)

Occupancy by the Owner under this article will in no way relieve the Contractor from his contractual requirement to complete the project within the specified time. The Contractor will not be relieved of liquidated damages because of beneficial occupancy.

END OF SECTION

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

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 reprocurement 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 journeymen 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 journeymen 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; or

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.

"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"



January 15, 2015

CLARIFICATION ABOUT EXECUTIVE ORDER 13658 DAVIS-BACON WAGE REQUIREMENTS

On February 12, 2014, President Obama signed Executive Order 13658, "Establishing a Minimum Wage for Contractors," to raise the minimum wage to \$10.10 for all workers on Federal construction and service contracts. Current Davis-Bacon wage decisions include a note about the EO and many of our partners have expressed concern about whether or not it applies to HUD funded, assisted, or financed construction projects for which they are responsible. The short answer is, no, the Executive Order **does not** apply to our grantees, public and Indian housing authorities, or HUD's new construction / substantial rehabilitation projects under FHA/202/811 programs in the Office of Multifamily Housing.

The Davis-Bacon Act concerns construction contracts to which the federal government is a party. Thus, the Executive Order pertains only to contracts and procurements where the Federal Government is contracting directly with a contractor. Davis-Bacon prevailing wage requirements apply to HUD programs because of provisions included in "Related Acts" such as the U.S. Housing Act of 1937 or The Housing and Community Development Act of 1974, as amended. Under the CDBG program, for example, we may use the term "Davis-Bacon" as a shorthand way of referring to prevailing wage requirements, but to be precise, construction work performed by CDBG recipients is **not** subject to the Davis-Bacon Act proper, but to the "Related Act" (The Housing and Community Development Act of 1974, as amended).

(See Handbook 1344.1, Rev 2, pg. 2-2; <http://portal.hud.gov/hudportal/documents/huddoc?id=13441c2SECH.pdf>).

Similarly, HUD-determined maintenance wage decisions come not from the Davis-Bacon Act but are mandated by provisions of the Housing Act of 1937. Maintenance wage decisions (MWDs) are, for the most part, administered and enforced in a similar manner as Davis-Bacon and Related Acts (DBRA) labor standards in HUD programs. However, MWD requirements and their enforcement must not be confused with the Davis-Bacon Act.

(See Handbook 1344.1, Rev 2, pg 8-1; <http://portal.hud.gov/hudportal/documents/huddoc?id=13441c8SECH.pdf>)

The Department of Labor's Fact Sheet on the final rule implementing the Executive Order states that, "...any contract covered by the Davis-Bacon Act and its implementing regulations is subject to the Executive Order minimum wage requirement. The Executive Order does not apply, however, to contracts that are subject only to the Davis-Bacon *Related Acts*."

(<http://www.dol.gov/swhd/flsa/co13658/fr-factsheet.htm>).

Questions? Please contact your Labor Specialist:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_standards_enforcement/laborrelat

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 in 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 ACT OF 1968

Contractors will comply with guidelines and intent of Section 3 and will keep and submit records to the Housing Authority.

Numeric Goals for Contractors and Subcontractors are (30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts).

Section 3 does not require contractors to create training, employment and contracting opportunities for low and very low income persons solely for the sake of providing opportunity for low or very low income persons.

Section 3 requires that where the program generates economic opportunities out of necessity to serve the employment or contracting needs of the contractor, these opportunities must be directed to Section 3 residents and Section 3 business concerns. To the greatest extent feasible, provide all employment opportunities to low and very low income persons.

When there is need to employ additional personnel, Section 3 requires the contractor to facilitate the employment of low and very low income persons.

Contractors must include in their close out documents, data showing the extent to which contractors and subcontractors trained/employed Section 3 residents and awarded contracts for work with Section 3 businesses.

A "Section 3 resident" is a public housing resident or a low or very low-income person who lives in the County in which the project is located.

Low-income is defined as family income that does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for family size.

Very low-income is defined as a family income that does not exceed 50% of the median income for the area.

Business concerns seeking Section 3 Preference in Contracting must have a completed Section 3 Certification. Residents seeking Section 3 Preference in Training and Employment must have completed Section 3 Certification.

Record keeping: Keep records to demonstrate compliance with Section 3.

Maintain information on number of persons employed, names and addresses of employees, race/ethnic origin and position for which they were employed. Maintain records of solicitation for bids or proposals. Income of the employees/trainees.

Section 3 Clause (24 CFR 135.38)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and

WILSON HOUSING AUTHORITY

the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR, Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) require that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Required Submittals

Contractor shall submit Section 3 documentation with close out documents. Failure to submit documentation will be sufficient cause for the Housing Authority to hold contractors retainage.

Records will reflect:

- A. **The number of jobs created for low income persons for this project, General Contractor & Sub-contractors;**
- B. **The number of low income persons in job training programs and the number of low income persons hired in disciplines in which they were trained;**
- C. **The number of contracts and amount of contracts awarded to local businesses owned by low income persons, by General Contractor and Sub-contractors.**
- D. **List of local Section 3 Businesses and Residents Contacted for this project and specific actions taken to comply with the requirements of Section 3.**

END OF SECTION 004100

U.S. Department of Labor
Wage and Hour Division



PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

ADDRESS

NAME OF CONTRACTOR OR SUBCONTRACTOR

PAYROLL NO. PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NUMBER OF EXEMPTIONS OR DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY	OT OR ST				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		

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

Public Burden Statement

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

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

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

_____ (Contractor or Subcontractor) _____ on the _____

_____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____,

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

_____ (Contractor or Subcontractor) _____ from the full

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

**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)

Public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.

C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.

D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes No			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes No		Yes No
				Medical Yes No		
				Pension Yes No		
5. Your job classification(s) (list all) --- continue in block 18 if necessary						
6. Your duties --- continue in block 18 if necessary						
7. Tools or equipment used --- continue in block 18 if necessary						
8. Are you an apprentice or trainee? Yes No			10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No			11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks --- continue in block 18 if necessary						
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer			15c. Date of Interview	
Payroll Examination						
16. Remarks --- continue in block 18 if necessary						
17a. Signature of Payroll Examiner					17b. Date	

**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

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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 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 entrevista 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.

Historial de Entrevista del Empleado **Departamento de Vivienda y Desarrollo Urbano de EE.UU.** Aprobación de OMB No. 2501-0009
Oficina de Davis-Bacon y Normas Laborales (exp. 12/31/2024)

La carga de trabajo que supone para el público esta recopilación de información es un promedio de 15 minutos por respuesta. Esto incluye revisar las instrucciones, buscar en las fuentes de información existentes, recopilar y mantener los datos y completar la recopilación de información. Esta información no puede ser recopilada, ni usted está obligado a proporcionar la información solicitada, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción. La información recopilada sirve de ayuda al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) en la supervisión del cumplimiento de las normas laborales federales. Toda la información recopilada está amparada por la Ley de Privacidad de 1974 y por el Título 29 del Código Federal de Regulaciones (CFR, por sus siglas en inglés) 5.6(a)(5). Las personas y los organismos que recopilen esta información deben mantener estos registros de manera que se proteja a las personas de quienes se conserva la información. La información aquí recopilada es voluntaria, y cualquier información proporcionada se mantendrá confidencial, pero el hecho de no proporcionar la información solicitada puede retrasar la ejecución de cualquier posible violación de las normas laborales federales, en caso de que la información hubiera identificado alguna. Los comentarios sobre esta declaración de la carga de trabajo, o sobre esta recopilación, deben enviarse a: Director Nacional, Oficina de Davis-Bacon y Normas Laborales, 451 7th Street SW, Room 7108, Washington, DC 20410. Al proporcionar comentarios, sírvase referirse a la Aprobación OMB 2501-0009.

De conformidad con el artículo 5 del Código de los Estados Unidos (U.S.C.) § 552a(e)(3), esta Declaración de la Ley de Privacidad sirve para informarle de lo siguiente en relación con la recopilación de la información que figura en este formulario.

A. AUTORIDAD: La recopilación de la información solicitada en este formulario está autorizada por la Ley Davis-Bacon promulgada a través de los Reglamentos del Departamento de Trabajo bajo el título 29 CFR Parte 5.

B. PROPÓSITO: El propósito principal de solicitar esta información es determinar si los salarios pagados por un empleador en un proyecto cubierto por la Ley Davis-Bacon cumplen con las normas laborales federales.

C. USOS RUTINARIOS: La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción sobre temas relacionados con los salarios pagados en el proyecto. La información es revisada por personal autorizado por el HUD para garantizar el cumplimiento de las normas laborales federales según la Ley Davis-Bacon en los proyectos contemplados. En caso de descubrirse infracciones, la información recopilada se utiliza para emprender acciones de cumplimiento con el fin de garantizar que se pague la restitución a los trabajadores de los proyectos contemplados y que se les paguen los salarios adecuados en virtud de la Ley Davis-Bacon.

D. CONSECUENCIAS DE NO PROPORCIONAR INFORMACIÓN: La recopilación de información es voluntaria. Negarse a proporcionar la información no afectará su situación con su empleador ni con el gobierno. La negativa a proporcionar la información limitará la capacidad del HUD para determinar si se le pagaron los salarios adecuados en virtud de la Ley Davis-Bacon y limitará la capacidad del HUD para solicitar una restitución para usted en caso de que se descubra una infracción.

1a. Nombre del Proyecto			2a. Nombre del empleado		
1b. Número del Proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí No		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	
				Vacaciones	Sí No
				Médicos	Sí No
				Pensión	Sí No
4c. ¿Talonario de paga? Sí No					
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continuar en el bloque 18 si es necesario					
6. Sus deberes --- continuar en el bloque 18 si es necesario					
7. Herramientas o equipo usado --- continuar en el bloque 18 si es necesario					
8. ¿Es aprendiz? Sí No		10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales? Sí No			
9. ¿Le pagan todas las horas trabajadas? Sí No		11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga? Sí No			
12a. Firma del empleado			12b. Fecha		
13. Deberes observados por el entrevistador (Por favor sea específico.)					
14. Comentarios--- continuar en el bloque 18 si es necesario					
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador		15c. Fecha de la entrevista	
Examinación de Nómina					
16. Comentarios --- continuar en el bloque 18 si es necesario					
Firma del examinador de nómina				17b. Fecha	

**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)

Comentarios adicionales

CONFIDENTIAL

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:

87-14. 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.

Wilson County, North Carolina

GIS Mapping

WALNUT STREET



Search Results Layers Downloads

Parcel Search

Enter PIN or Parcel Number

Enter PIN or Parcel Number

Search

ex. XXXX-XX-XXXX.000 or
XXXXXXXXXXXX.xxx

Enter Owner Name

Enter Owner Name

Search

ex. Smith John

Deed Reference

Book

Page

Search

Book/Page

Plat Reference

Book

Page

Search

Book/Page

Wilson County, North Carolina

GIS Mapping

Walnut Street



Search Results Layers Downloads

Results List

Details

Zoom To Clear Buffer Adjainers

Neighborhood Landscape PDF

Portrait PDF

Tax Parcels

Tax Records (<https://wilsonnc.devnetwedge.com/search/quick?q=3721276299.000>)
 Tax Year Deed Records (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ALL>)
 Plat Reference (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ANY>)

Property Report (</assets/wilson/PropertyReport.html?3721276299.000>)
 Voting District Report (</assets/wilson/VotingDistrictReport.html?3721276299.000>)

PIN: 3721-27-6299.000

Parcel Number: 3721276299.000

Current Owner ID: 69913446

Owner & Address: WILSON HOUSING AUTHORITY
 301 NASH ST E
 WILSON NC 27893

Date Sold:

Wilson County, North Carolina

GIS Mapping

Norfolk Street



Search Results Layers Downloads

Results List

Details

Zoom To Clear Buffer Adjainers

Neighborhood Landscape PDF

Portrait PDF

Tax Parcels

Tax Records (<https://wilsonnc.devnetwedge.com/search/quick?q=3721276299.000>)

Tax Year Deed Records (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ALL>)

Plot Reference (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ANY>)

Property Report (</assets/wilson/PropertyReport.html?3721276299.000>)

Voting District Report (</assets/wilson/VotingDistrictReport.html?3721276299.000>)

PIN: 3721-27-6299.000

Parcel Number: 3721276299.000

Current Owner ID: 69913446

Owner & Address: WILSON HOUSING AUTHORITY

301 NASH ST E

WILSON NC 27893

Date Sold:

Sims Street



Search Results Layers Downloads

Results List

Details

Zoom To Clear Buffer Adjainers

Neighborhood Landscape PDF

Portrait PDF

Tax Parcels

Tax Records (<https://wilsonnc.devnetwedge.com/search/quick?q=3721276299.000>)

Tax Year Deed Records (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ALL>)

Plat Reference (<http://rod.wilson-co.com/External/LandRecords/protected/v4/SrchBookPage.aspx?bAutoSearch=true&bk=&pg=&idx=ANY>)

Property Report (</assets/wilson/PropertyReport.html?3721276299.000>)

Voting District Report (</assets/wilson/VotingDistrictReport.html?3721276299.000>)

PIN: 3721-27-6299.000

Parcel Number: 3721276299.000

Current Owner ID: 69913446

Owner & Address: WILSON HOUSING AUTHORITY
 301 NASH ST E
 WILSON NC 27893

Date Sold:

Wilson County, North Carolina

GIS Mapping

Poplar, Birch & Phillips



Search Results Layers Downloads

Parcel Search

Enter PIN or Parcel Number

Enter PIN or Parcel Number Search

ex. XXXX-XX-XXXX.000 or
XXXXXXXXXXXX.xxx

Enter Owner Name

Enter Owner Name Search

ex. Smith John

Deed Reference

Book Page Search

Book/Page

Plat Reference

Book Page Search

Book/Page

*SYNThetic Underlayment - Ice/Water on Bottom (Full sheet) + Sides
Get HALF sheets.*

** IF ALTERNATE APPROVED SHINGLE MANUFACTURER IS AWARDED, CONTRACTOR SHALL PROVIDE AS MANY NAILS NECESSARY TO SATISFY THE WARRANTY REQUIREMENT OUTLINED IN THE SPECIFICATION

NOTE: VERIFY INSTALLATION METHODS WITH ASPHALT SHINGLE MANUFACTURER'S REQUIREMENTS

EXISTING ROOF DECK - REPLACE DAMAGED OR ROTTEN SECTIONS REPLACE WITH 4'x4' SECTION

2" HEAD LAP - #15 FELT

4" END LAP - #15 FELT

LAST NAIL 1" FROM EDGE OF SHINGLE

NAILING DETAIL (4) NAILS PER SHINGLE

SELF-SEALING STRIP

SELF-SEALING STRIP

STARTER STRIP

SAVE 7" PIECE TO START 5TH CRS

SAVE 14" PIECE TO START 4TH CRS

TRIM 3rd CRS 14"

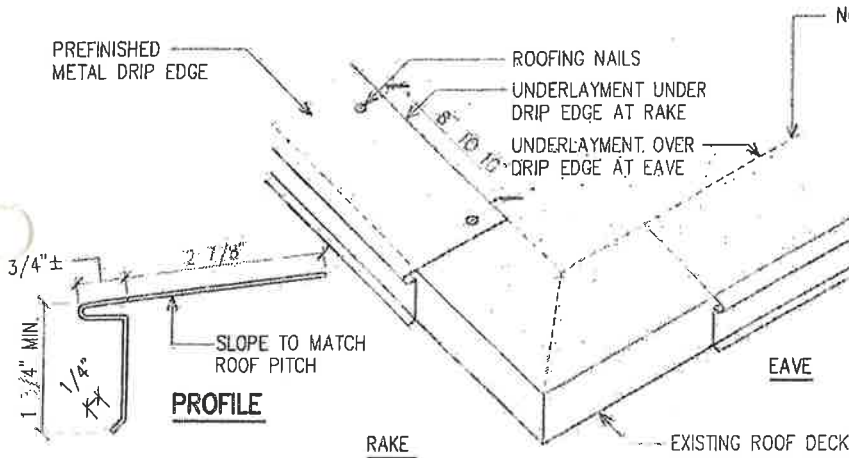
TRIM 2nd CRS 7"

DO NOT TRIM 1st CRS

PRE-FINISHED ALUMINUM DRIP EDGE - ALSO SEE EAVE DETAILS

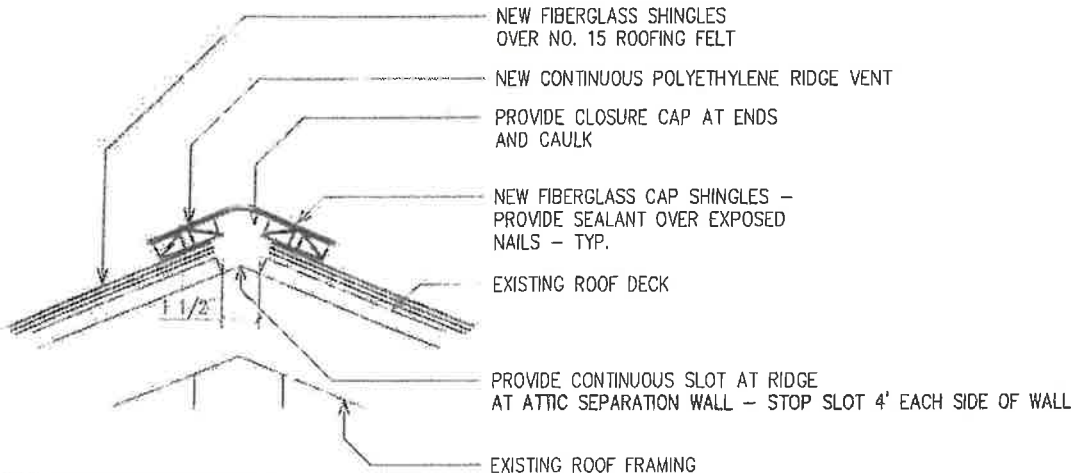
30 YEAR ARCHITECTURAL SHINGLE

1 TYPICAL ARCHITECTURAL SHINGLED ROOF DETAIL
NO SCALE



NOTE: DRIP EDGE MUST BE PROPERLY INSTALLED BEFORE UNDERLAYMENT WHERE UNDERLAYMENT DOES NOT LAP OVER DRIP EDGE A MINIMUM OF 2", THE CONTRACTOR WILL BE REQUIRED TO REMOVE SHINGLES AS NECESSARY TO PROPERLY INSTALL THE UNDERLAYMENT AT EAVE

2 APPLICATION OF METAL DRIP EDGE
NO SCALE



3 RIDGE VENT DETAIL
NO SCALE

REVISIONS

**WILSON HOUSING AUTHORITY
BUILDING ROOF REPLACEMENT
NC 20-1**

NORTH CAROLINA

WILSON

ROOF DETAILS

4518\A2.0.dcc

COMM. NO.: 4518

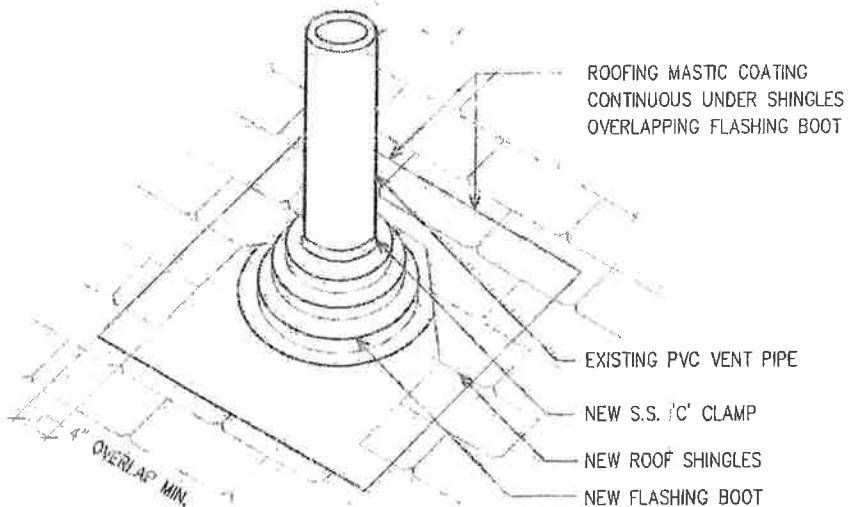
DRAWN BY: FJF

CHECKED BY: AWS

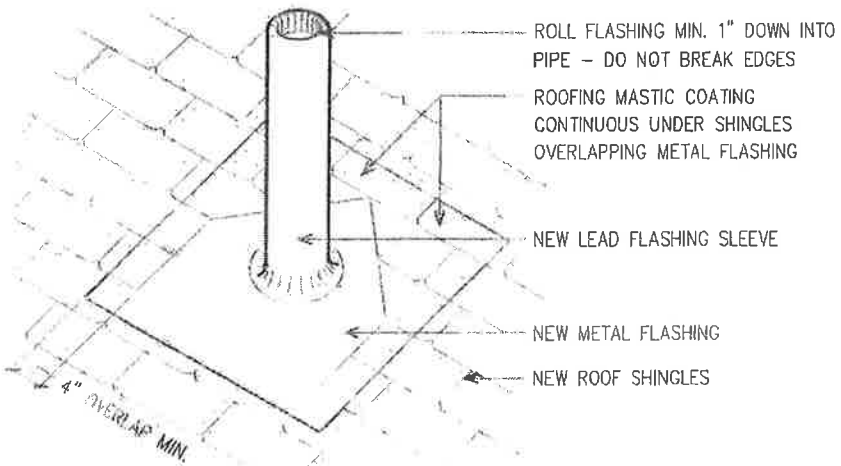
SHEET NO.

A2.0

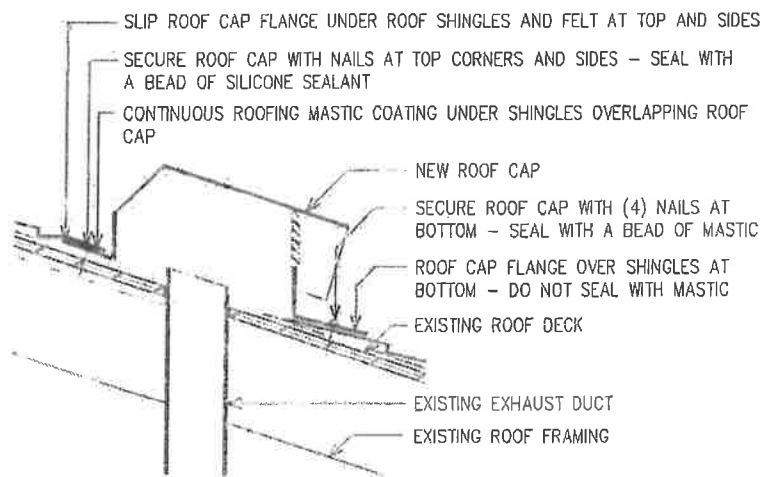
REVISIONS



1 PVC VENT PIPE FLASHING DETAIL
NO SCALE



2 METAL VENT PIPE FLASHING DETAIL (TYPICAL)
NO SCALE



3 ROOF EXHAUST CAP DETAIL
NO SCALE

WILSON HOUSING AUTHORITY
BUILDING ROOF REPLACEMENT
NC 20-1

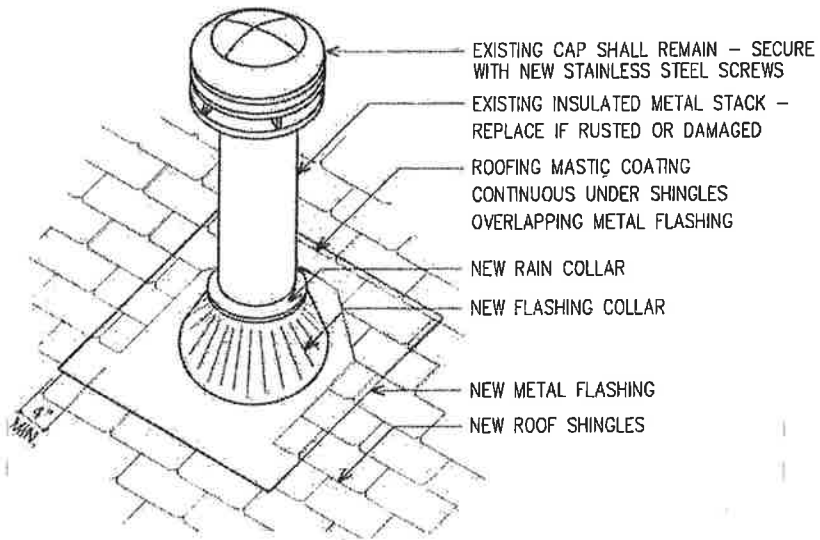
NORTH CAROLINA

WILSON

ROOF DETAILS

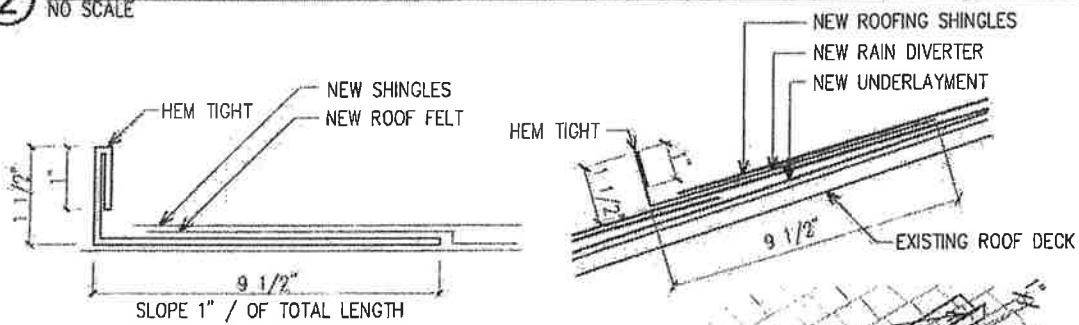
4518 \A2.1.aec
COMM. NO.: 4518
DRAWN BY: FJF
CHECKED BY: AWS
DATE: _____

SHEET NO.
A2.1



1 GAS VENT STACK/CAP DETAIL
NO SCALE

2 DETAIL NOT USED
NO SCALE



0.024 PRE-FINISHED ALUMINUM
COLOR AS SELECTED BY OWNER
LENGTH - 5'
SLOPE 1" / OF TOTAL LENGTH

COVER NAIL HEAD
WITH SEALANT AND
COVER WITH TAB

3 RAIN DIVERTER DETAIL
NO SCALE

REVISIONS



Stogner Architecture, PA
ARCHITECTURE - CONSTRUCTION MANAGEMENT - DESIGN BUILD
615 East Broad Avenue, Rockingham, North Carolina, 28379
Phone 910-6874
Fax 910-895-1111

WILSON HOUSING AUTHORITY
BUILDING ROOF REPLACEMENT
NC 20-2, SITE NO. 1 AND NO. 2
NORTH CAROLINA
WILSON

ROOF DETAILS

4518 \A2.2.oec

COMM. NO.: 4518

DRAWN BY: FJF

CHECKED BY: AWS

DATE: SEPT. 29, 2017

SHEET NO.

A2.2

CONTRACTORS/SUBCONTRACTORS ASBESTOS FREE CERTIFICATION & WARRANTY

DATE: _____

PROJECT: **BUILDING ROOF REPLACEMENT, NC 20-1**

PROJECT OWNER: **WILSON HOUSING AUTHORITY**

WE: COMPANY: _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

do hereby certify to the Owner that to the best of our knowledge no materials containing asbestos fiber were incorporated into the work of the project by either our Company, our subcontractors, or Material Supplies.

COMPANY: _____

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20__

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SECTION 011000 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Construction.
- 4. Access to site.
- 5. Coordination with occupants.
- 6. Site Conditions.
- 7. Miscellaneous provisions.

B. Related Requirements:

- 1. Section 01500 "Temporary Facilities" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Wilson Housing Authority, Project NC 20-2,

- 1. Project Location – Site No. 1: (WALNUT, SIMS, NORFOLK, POPLAR, BIRCH, PHILLIP)

B. Owner: Wilson Housing Authority.

- 1. Owner's Representative: Mr. Kelly Vick, President - CEO, Phone (252) 291-2245. Email: kvick@wilsonha.org or Mr. Troy Davis, Phone (252) 299-2199. Email: tdavis@wilsonha.org.

C. DEVELOPMENT DIRECTOR - TROY DAVIS - tdavis@wilsonha.org

D. City of Wilson Inspections and Code Enforcement:

- 1. Building Inspector: Allen Williams, Phone (252) 399-2221.

E. City of Wilson Fire and Rescue:

- 1. Fire Inspector: Byron Kilpatrick, Phone (252) 399-2880

F. NC Department of Health and Human Services:

- 1. Occupational Environmental Epidemiology Branch/Health Hazards Control Unit (Raleigh, NC): (919) 707-5900.

WILSON HOUSING AUTHORITY

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Provide all labor, materials and equipment required for the asphalt shingle roof replacement of 73 buildings.
 2. Provide all other work as shown on the plans, in the project manual and as required by code and the local authority having jurisdiction.

1.5 CONSTRUCTION

- A. **The Owner will release Site No. } initially to the Contractor, to review the work performance. All work shall be successfully completed at Site No. } prior to moving to Site No. 1.** Contractor shall coordinate his schedule with the Owner. The Contractor shall work with other Contractors to maintain a coordinated schedule. Work shall be completed in same order as begun and work shall be completed within a reasonable time as determined by the Owner. Failure to maintain a coordinated schedule or a failure to work with Owner and other Contractors to complete the work in a timely manner (as determined by the Owner) will be a suitable cause for finding the Contractor in default of the Contract. **Final Acceptance will be issued on all buildings at both Site No. 1's.**
- B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all areas of the Work.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited, immediate use of the Project site for construction operations.
- B. Use of Site: Limit use of Project site to immediate area round each building in the Contract. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Streets, Driveways, Walkways and Entrances: Keep streets, driveways, and entrances serving premises clear and available to Owner, Tenants, traffic and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of streets, driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 SITE CONDITIONS

- A. Occupied Site: The buildings in the contract and those immediately surrounding will be occupied during construction.
1. Maintain access to existing streets, walkways, drives, parking areas, streets and other adjacent occupied or used facilities. Do not close or obstruct walkways, drives, parking areas, streets or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
 3. Provide protection of the work area and the general public as required by the NCBC and the local authorities at no additional expense to the owner.
 4. **Protect the public and building occupants while working over head.**

WILSON HOUSING AUTHORITY

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - 2. Contractor shall coordinate and cooperate with local emergency officials to maintain unobstructed emergency access to areas of the surrounding site. Provide access identification as necessary at no additional cost to the owner.
 - 3. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Owner may approve work on Saturday on a case by case basis. Contractor shall notify the Owner not less than 72 hours in advance of request to be considered. Approval shall be obtained in writing.
- B. Holiday Schedule: The following schedule outlines the holidays that will be observed by the Owner and the respective days the Owner's and Facility Management Offices will be closed. Contractor may elect to work on these days, but shall coordinate his work schedule with the Owner in the event of an emergency.

<u>Holiday</u>	<u>Observance Date</u>	<u>Day(s) Scheduled Off Work</u>
MLK DAY	1/20/25	Monday
Presidents DAY	2/17/25	Monday
GOOD Friday	4/18/25	Friday
Easter Monday	4/21/25	Monday

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Occupied buildings at surrounding site shall not be left without water or power.
- D. Smoking on-site: Smoking is not permitted within (25) twenty-five feet of entrances, operable windows, outdoor air intakes or on the roof.
- E. Controlled Substances: Use of controlled substances is not permitted.

1.9 MISCELLANEOUS PROVISIONS

- A. Building permits will be required for each building. Contractor shall coordinate exact requirements with the City. Contractor shall pay for all fees. Questions regarding permitting may be directed to the permitting office; (252) 399-2219 or (252) 399-2220.
- B. Davis Bacon Wage Decision: The Davis Bacon Wage Decision included in the Project Manual may not cover all of the classifications and wage rates for the labor force anticipated on this project. If the wage decision being used for the project does not reflect classifications needed when completing payrolls, Contractor shall prepare a letter requesting additional classifications needed. The Contractor's request along with the required documentation will be forwarded to the HUD Atlanta office to obtain the additional classifications.

WILSON HOUSING AUTHORITY.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

Special Note:

All fees must be paid prior to requesting inspections. In addition, no Certificate of Occupancy or Certificate of Compliance will be issued if outstanding fees are owed.

All legal advertising fees will be charged at the full cost to the requester/contractor.

Building, zoning, electrical, heating and air conditioning, plumbing, and land development fees will be waived for (except for penalties):

1. Any new construction, renovation, remodel or addition for a residential building, restricted to owner-occupants only, being done anywhere in the city limits by a 501 (c) 3 non-profit corporation (e.g. Habitat for Humanity, WCIA, etc.); and
2. Any new construction, renovation, remodel or addition for a residential building, restricted to owner-occupants only, being done by public or private entity, in a certified redevelopment area (current or past) as designated by City Council (e.g. Freeman Place, Elvie and Triangle areas, etc.); in a locally or nationally designated historic district or in the municipal service district commonly referred to as downtown; and
3. Any new construction, renovation, remodel or addition for a commercial building, being built by a public or private entity, in a certified redevelopment area as designated by City Council (e.g. Freeman Place, Elvie, and Triangle Areas, etc.) in a locally or nationally designated historic district or in the municipal service district commonly referred to as downtown.

Under the provided that section, the first bullet point should be amended to read as follows:

1. If a non profit corporation is requesting waiver outside a certified redevelopment area, a copy of the organization's tax determination letter from the IRS that the organization is a 501 (c) 3 organization for tax purposes is provided (application alone is not sufficient documentation); and a copy of the organization's articles of incorporation, filed and certified by the NC Secretary of State is provided;
2. a copy of deed for the property is provided which contains a deed restriction requiring perpetual owner occupancy (and disallowing use as a rental or other than owner-occupied dwelling); and,
3. a request for such a waiver is in the form of a letter, signed by the executive director or principle officer of the non-profit corporation or by the contractor, developer or principal representing a for-profit entity.

Expired Permits: Permits expire as outlined in the North Carolina State Building Codes

If all rough-in inspections not approved
If all rough-in inspections approved

75% of original permit fee (not less than \$75)
50% of original permit fee (not less than \$75)

Renewal/reissuance of an expired permit must be requested within 180 days. If more than 180 days have passed, full permit fees are required. Reissuance must be for identical job. If significant code changes have occurred or project redesign, full permit fees will be assessed.

ALTERATIONS, REPAIRS, ADDITIONS, OR RESIDENTIAL ACCESSORY BUILDINGS
NOT FOR DWELLING PURPOSES

PERMIT FEES - BUILDING & DEMOLITION, MOVING, ETC.

A. Fee Schedule

Fees for permits for all new construction and repairs shall be based upon the following schedule:

Construction Costs Permit Price

\$3,000 or less
\$3,001 - \$50,000
\$50,001 - \$100,000
\$100,001 - \$500,000
\$500,001 or more

CHECK WITH THE CITY OF WILSON

Plan review fee charged as follows:

Residential
Commercial

CHECK WITH THE CITY OF WILSON

B. Extra Work

For additional inspection trips made by the failure of the permit holder or person responsible for the work/job site to properly identify the areas needing inspection, failing to provide access to the job site, or not having properly completed the work in conformance with the North Carolina State Building Codes, or applicable codes, or failure to correct previously identified code violations, a fee of \$75 shall be assessed and charged to the job/permit holder.

C. Demolition Permits

CHECK WITH THE CITY OF WILSON

D. Moving Permits

CHECK WITH THE CITY OF WILSON

E. Penalty

Failure to obtain the required permits prior to commencing work will result in an additional fee of 1/2 of the original permit charge. The minimum charge is \$100.00

F. Construction Cost

Construction costs shall be computed using 80% of International Code Council (ICC) Building Valuation Costs.

G. Early/Late/Weekend/Holiday Inspection Fee

The following schedule establishes early/late/weekend holiday fees for all inspections, including fire inspections, after work hours and on weekends or holidays for new construction or renovations requiring such inspection:

After Hours Inspections

CHECK WITH THE CITY OF WILSON

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

Allowances are established to allow timely Administration of the Contract, use of the Contingency Allowance will be by a written Modification.

Types of allowances required include the following: Contingency Allowance

Contingency Allowances: Use the contingency allowance only as directed for the Owner's purposes, and only by Change Orders which designate amounts to be charged to the allowance.

Related costs for products or equipment ordered under the contingency allowance, including delivery, installation, taxes, insurance, and similar costs are not part of the Contract Sum.

Change Orders authorizing use of funds from the contingency allowance will include related costs and reasonable overhead and profit.

At Project Closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

Amounts: Include the dollar amounts from below in the contract.

Single Prime

Total Contingency

\$ 60,000.00

PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is integrated with related construction activities.

NOTE TO CONTRACTOR:

THE FOLLOWING UNIT PRICE SCHEDULE MUST BE COMPLETED AND SUBMITTED WITH MONTHLY PAY REQUISITION.

END OF SECTION 012100

WILSON HOUSING AUTHORITY

Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level.

Recheck measurements and dimensions, before ordering materials and starting installation.

Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.

Cleaning and Protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Acceptance .

Clean and maintain completed construction as often as necessary through the construction period.

Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure.

**SUBMIT A COPY OF THE SUBMITTAL REGISTER WITH EACH SUBMITTAL.
CLEARLY INDICATE TYPE OF SUBMITTAL.**

END OF SECTION 013100

SECTION 014500 - CUTTING AND PATCHING

Structural Work: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.

Operation and Safety Limitations: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems.

Visual Requirements: Do not cut and patch construction exposed on the exterior, in a manner that would reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

Materials: Use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass existing materials.

Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

Take all precautions to avoid cutting existing wiring, conduit or structural elements serving the building.

Performance: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.

Where cutting is required use hand or small power tools designed for sawing, not hammering and chopping. Cut slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Patch and repair existing roof deck as necessary to provide an even plane surface of uniform appearance.

END OF SECTION 014500

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.

Request for Pre-Final Punch Observation

For:

Wilson Housing Authority
Wilson, North Carolina

In preparation for the Pre-Final Punch Observation, the Contractor certifies that the Project Manager and Project Superintendent have reviewed the specifications, addendum, and change orders and confirmed that all required work has been completed (or attaches a listing of any work not completed).

The Project Superintendent (prior to the request for a Pre-Final Punch Observation visit) shall prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion including a list for all subcontractors. The Project Manager has reviewed the superintendent's list and the work and is in concurrence. The list shall be submitted as an attachment to this request (mark items that are corrected prior to the request).

The Project Manager and the Project Superintendent recognize that it is the Prime Contractor's responsibility to inspect the work for defects and deficiencies prior to requesting a Pre-Final Observation. The contractor has reviewed Section 017700, Project Closeout, and is aware of close out requirements. Required Documentation is attached.

Note: The Contractor is aware that if re-occurring punch list items happen from roof to roof the Owner may stop the Pre-Final Punch Observation and declare that the work is not ready for the Pre-Final Punch Observation.

X _____

Project Superintendent

X _____

Date

X _____

Prime Contractor

Attachments:

_____ Prime Contractor's Punch List

_____ Inspection Certification

The Pre-Final Punch Observation will not be considered complete until these items have been submitted. The Final Completion Observation will not be scheduled until the Contractor has requested the Final Observation for purpose of verifying that punch list is correct. The Contractor is aware that if the Final Observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort of the additional observation efforts.

CLOSEOUT PROCEDURES

Pre-Final Punch Observation Of 48 Building Roof Replacement

48 Building Roof Replacement Project: AMP 2

Walnut Street Address	Style	Building Type	Inspection Date: Pass/Fail
1. 503 & 505 Walnut	Duplex	B	
2. 507 & 509 Walnut	Duplex	B	
3. 628 & 630 Walnut	Duplex	C	
4. 629 & 631 Walnut	Duplex	C	
5. 633 Walnut	Manager Office		
6. 633-A Walnut	Community Center & Breeze way		
7. 651 Walnut	House	D	

Sims Street Address	Style	Building Type	Inspection Date: Pass/Fail
8. 601 & 603 Sims	Duplex	C	
9. 604 & 606 Sims	Duplex	C	
10. 605 Sims	House	D	
11. 607 Sims	House	D	
12. 608 & 610 Sims	Duplex	C	
13. 609 & 611 Sims	Duplex	C	
14. 612 & 614 Sims	Duplex	C	
15. 613 A & B Sims	Duplex	E	
16. 616 Sims	House	D	

Poplar Street Address	Style	Building Type	Inspection Date: Pass/Fail
17. 904 Poplar	House	F	
18. 907 Poplar	House	F	
19. 909 Poplar	House	E	
20. 911 Poplar	House	F	
21. 913 & 915 Poplar	Duplex	D	
22. 917 & 919 Poplar	Duplex	C	
23. 920 & 922 Poplar	Duplex	C	
24. 921 Poplar	House	E	
25. 923 & 925 Poplar	Duplex	C	
26. 924 Poplar	House	E	
27. 926 & 928 Poplar	Duplex	C	
28. 927 Poplar	House	E	
29. 929 & 931 Poplar	Duplex	D	
30. 930 & 932 Poplar	Duplex	D	

Address	Style	Building Type	Inspection Date: Pass/Fail
31. 907 Phillip	House	E	
32. 909 & 911 Phillip	Duplex	C	
33. 913 Phillip	House	E	
34. 915 A & B Phillip	Duplex	F	

REQUEST FOR FINAL ACCEPTANCE (CHECKING OF PUNCH LIST)

For:

Wilson Housing Authority
Wilson, North Carolina

The Contractor understands that the intent of the Final Acceptance Visit is to observe that all punch list items from the Contractor's pre-final punch list and the Owner's pre-final punch list have been completed. (New items discovered will be added to the list). The Project Manager and Project Superintendent certify that they have personally checked to verify that all trades have actually corrected punch list items prior to this visit.

The Contractor's pre-final punch list and Owner's pre-final punch list are attached with indications that each item has been checked and is complete. Any items not complete are to be clearly identified.

The Contractor has reviewed Section 017700, Project Closeout, and is aware of close out requirements. Required documentation is attached. The Contractor is aware that if the final observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort related to re-checking of the work.

X _____

Project Superintendent

X _____

Project Manager

X _____

Date

X _____

Date

X _____

Prime Contractor

Attachments:

_____ Prime Contractor's Punch List

_____ Inspection Certification

The Pre-Final Punch Observation will not be considered complete until these items have been submitted. The Final Completion Observation will not be scheduled until the Contractor has requested the Final Observation for purpose of verifying that punch list is correct. The Contractor is aware that if the Final Observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort of the additional observation efforts.

CLOSEOUT PROCEDURES

Final Punch Observation Of 48 Building Roof Replacement

48 Building Roof Replacement Project: AMP 2

Walnut Street Address	Style	Building Type	Inspection Date: Pass/Fail
1. 503 & 505 Walnut	Duplex	B	
2. 507 & 509 Walnut	Duplex	B	
3. 628 & 630 Walnut	Duplex	C	
4. 629 & 631 Walnut	Duplex	C	
5. 633 Walnut	Manager Office		
6. 633-A Walnut	Community Center & Breeze way		
7. 651 Walnut	House	D	
Sims Street Address	Style	Building Type	Inspection Date: Pass/Fail
8. 601 & 603 Sims	Duplex	C	
9. 604 & 606 Sims	Duplex	C	
10. 605 Sims	House	D	
11. 607 Sims	House	D	
12. 608 & 610 Sims	Duplex	C	
13. 609 & 611 Sims	Duplex	C	
14. 612 & 614 Sims	Duplex	C	
15. 613 A & B Sims	Duplex	E	
16. 616 Sims	House	D	
Poplar Street Address	Style	Building Type	Inspection Date: Pass/Fail
17. 904 Poplar	House	F	
18. 907 Poplar	House	F	
19. 909 Poplar	House	E	
20. 911 Poplar	House	F	
21. 913 & 915 Poplar	Duplex	D	
22. 917 & 919 Poplar	Duplex	C	
23. 920 & 922 Poplar	Duplex	C	
24. 921 Poplar	House	E	
25. 923 & 925 Poplar	Duplex	C	
26. 924 Poplar	House	E	
27. 926 & 928 Poplar	Duplex	C	
28. 927 Poplar	House	E	
29. 929 & 931 Poplar	Duplex	D	
30. 930 & 932 Poplar	Duplex	D	
Address	Style	Building Type	Inspection Date: Pass/Fail
31. 907 Phillip	House	E	
32. 909 & 911 Phillip	Duplex	C	
33. 913 Phillip	House	E	
34. 915 A & B Phillip	Duplex	F	

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

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.
3. Ridge vents.
4. Metal flashing and trim.

1.2 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer shall have a minimum of (5) five years of experience in the application of asphalt shingles.
- B. Manufacturer Qualifications: Manufacturer shall have minimum of (5) five years in the manufacture of fiberglass shingles.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.

WILSON HOUSING AUTHORITY

1. Material Warranty Period: 50 years from date of Final Acceptance, prorated, with first 10 - years nonprorated.
2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 110 mph for 15 - years from date of Final Acceptance.
3. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for 10 years from date of Final Acceptance.
4. Workmanship Warranty Period: Two (2) years from date of Final Acceptance of all roofing work. Submit roofing warranty and guarantee at project closeout. Failure to provide will delay acceptance and closeout

B. Roofer Guaranty: Roofer agrees to make all repairs that may occur due to improper installation or defective materials to maintain a weathertight condition.

1. Roofing Guarantee Period: Two (2) Years from date of Final Acceptance.
2. Provide guaranty at project closeout. Failure to provide will delay acceptance and closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories, Inc. or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462/D 3462M, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
1. Manufacturers: Atlas Roofing Corporation; ProLam Architectural Shingle, or approved equal product by Alternate Manufacturer.
 2. Strip Size: Manufacturer's standard.
 3. Algae Resistance: Granules resist algae discoloration.
 4. Color and Blends: As selected by Owner from manufacturer's full range.
- B. Ridge Shingles: Manufacturer's standard units to match asphalt shingles or site-fabricated units cut from asphalt-shingle strips. Trim each side of lapped portion of unit to taper approximately 1 inch.

2.3 UNDERLAYMENT MATERIALS

- A. *Synthetic Underlayment; ICE/WATER shield: Full sheet on the Bottom + HALF sheets on the sides. 3'x3' ice/water over Roof penetrations.*
1. Manufacturer: Atlas Roofing Corporation, or approved equal product by Alternate Manufacturer.
(OWENS CORNING, PRO LAM.)

2.4 RIDGE VENTS

- A. Rigid Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.
1. Manufacturer: Cobra Ridge Vent 3, or approved equal product by Alternate Manufacturer, or approved equal product by Alternate Manufacturer.
 2. Minimum Net Free Area: 18.0 sq. in. per linear foot.

3. Features:

- a. Passes the 110 mph wind driven rain test.
- b. Provide ridge vent full length of roof. Ventilation slots shall stop 4' each side of attic separation. **DO NOT cut slot thru separation wall.**

2.5 EXHAUST CAP

A. Metal roof cap for range hoods and bathroom exhaust fans.

1. Manufacturer Range Hood Cap: Broan Model #634 or approved equal product by alternate manufacturer.
2. Manufacturer Bath Exhaust Cap: Broan Model #636 or approved equal product by alternate manufacturer.
3. Finish: Prefinished baked-on enamel.
4. Color: As selected by Owner from manufacturer's standard colors.

2.6 METAL VENT PIPE FLASHING

A. Vent Pipe Flashing: Standard lead boot flashing conforming to ASTM B 749, Type L 51121.

1. Thickness: 1/16" thick.

2.7 PVC VENT PIPE FLASHING

A. Vent Pipe Flashing: Manufacturer's standard UV-stabilized neoprene boot flashing for use with PVC vent pipes.

1. Manufacturer: Portals, or approved equal product by Alternate Manufacturer.
2. Size: As required for various vent pipe sizes.
3. Model: 85000 Series as required for proper sizing.

2.8 RETROFIT FLASHING

A. Existing penetrations that cannot be disconnected: Manufacturer's standard UV-stabilized neoprene boot flashing for use with electrical masts.

1. Manufacturer: Portals, or approved equal product by Alternate Manufacturer.
2. Size: As required for various mast sizes.
3. Fastening: Provide with stainless steel neck clamp and hardware for mechanical fastening.
4. Model: 12000 Series as required for proper sizing.

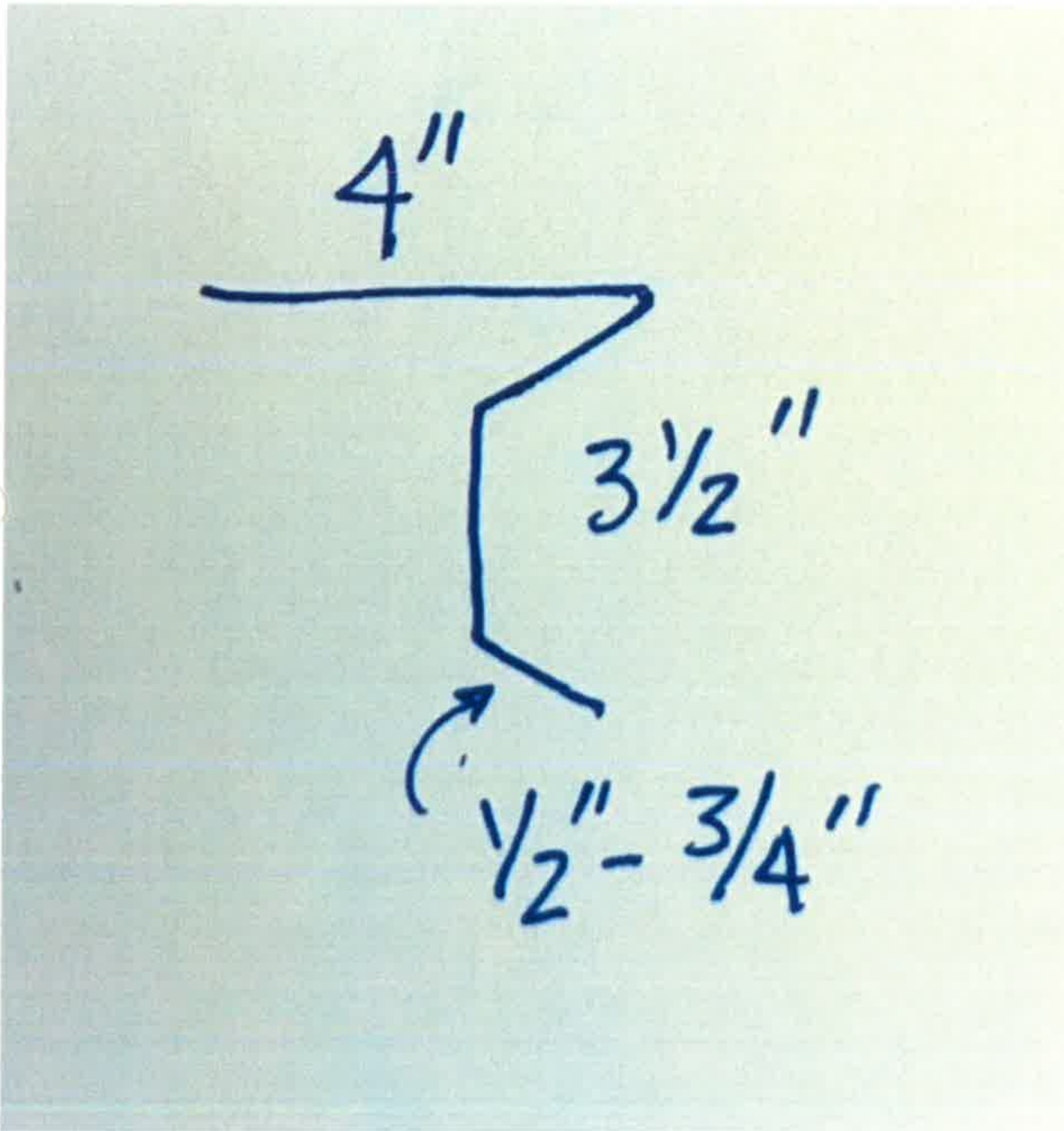
2.9 METAL DRIP EDGE

A. Metal Drip Edge: Prefinished aluminum with a baked on enamel.

1. Manufacturer: ALSCO Metals Corporation, or approved equal product by Alternate Manufacturer.
2. Size: 1 1/4" face, 2 7/8" top leg as indicated on the drawings.
3. Length: 8' -10'.
4. Gauge: .019.

Troy Davis

From: Troy Davis
Sent: Sunday, January 12, 2025 5:29 PM
To: Troy Davis
Subject: 633 & 633-A Walnut. Custom Drip Edge.



Sent from my iPhone

2.10 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 12 gauge, sharp-pointed, with a minimum 3/8-inch diameter flat head and of 1 1/4" length.
 - * 1. (Shank: Barbed.)
 - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
 - 3. Nails must be located in "sweet spot", penetrating both layers of individual shingles or re-nailing will be required.
 - 4. Staples are not acceptable.
- C. ^{Synthetic} Underlayment Fasteners: As recommended in writing by felt underlayment manufacturer for application indicated.

2.11 METAL FLASHING AND TRIM

- A. General: Comply with ASTM B 209, Alloy 3003-H14.
 - 1. Rain Diverter Metal: Minimum .024 gauge. Field fabricate to sizes and configurations required.
 - 2. Exposed metal shall be prefinished with a baked on enamel.
 - 3. Color: As selected by Owner from manufacturer's standard colors. **BLACK**
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. ^{Synthetic} Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides and ends and treat laps as recommended in writing by manufacturer. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer. Fasten according to manufacturer's written instructions. Cover underlayment within period recommended in writing by manufacturer.
 - 1. Install in single layer on roofs sloped at 4:12 and greater.

3.2 METAL FLASHING INSTALLATION

- A. General: Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Metal Drip: Install in accordance with manufacturer's printed instruction. Use only aluminum or stainless steel nails. Where aluminum comes into contact with dissimilar metal, provide separate or protection paint to prevent electrolysis.
 - 1. Nail at 12" on center maximum.

3.3 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Fastening: Placement of nails is critical to overall performance. High nail placement can result in separation of components and will cause delamination of shingles after application. All nails must be driven straight with heads flush to the shingle surface, never cutting into the shingle. Nails shall not be exposed (visible) on the finished roof.
- C. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip with tabs removed, at least 7 inches wide with self-sealing strip face up at roof edge. Nail with (4) four nails equally spaced and 3" up from the eave.
 - 1. Extend asphalt shingles 3/4 inch over fasciae at eaves and rakes. Do not cut flush with trim.
 - 2. Install starter strip along rake edge.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Fasten asphalt-shingle strips with a minimum of four roofing nails located according to manufacturer's written instructions. **If Alternate is awarded for an approved equal manufacturer, the contractor shall provide nailing as required by that manufacturer to obtain the warranty specified in Part 1.7 Warranty.**
 - 1. **When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.**
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions.
 - 1. Provide continuous bead of silicone sealant below nailing flange.
 - 2. Anchor with 3" aluminum roofing nails with barbed shanks, seal head of exposed nails with roofing cement.
 - 3. Provide complete system to include connectors, end plugs and related items.
 - 4. Provide silicone sealant at joints.
- H. Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.
- I. Exhaust Cap: Install in accordance with manufacturer's instructions.

END OF SECTION 073113

ROOFING NOTES ATTACHMENT

KEEP ON-SITE ALONG WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

Responsibility of Quality Control of Sub-Contractor lies solely with the Contractor – specifically with the Superintendent.

Superintendent **must** be on the site and on the roofs.

It is strongly recommended that this list of frequent roofing problems be reviewed with all roofing crews **before they start.**

APARTMENT BUILDINGS:

1. Proper, total complete clean off of roof – removal of felt tabs, high nails, damaged wood, etc.
2. Police and clean up landscape beds. Clean up yard. It is easiest if it has been recently mowed. Ground cloths are **strongly encouraged.**
3. Inspection of roof sheathing – replace rotten, brace/replace badly sagged, nail down loose. There should be an adequate top piece of sheathing strong enough to nail down ridge. [ie: minimum width of 24"]
4. Proper placement of underlayment, over drip edge at eave under at rake. Install starter strip per plans and manufacturer's recommendation. Tack strip must be at eave and nailed just behind fascia.
5. Ridge vent – properly cut open sheathing, felt. **Protect roof deck adjacent to fire barriers, fire walls and draft stops.** Use correct nails. Caulk exposed nail heads. Install closure at end of ridge.
6. Remove bent nails. **Do not** just hammer down pops.
7. **POWER NAILING IS PERMITTED.**
8. **Proper number and location of nails with regard to tack strip. Nails must be in sweet spot or Contractor will be required to re-nail; if shingles have already sealed down, remove and replace with proper nailing. 100 MPH Wind Zone or Less use 4 nails minimum or as recommended by Manufacturer. If Alternate is awarded for an approved equal manufacturer, the contractor shall provide nailing as required by that manufacturer to obtain the warranty specified in Part 1.7 Warranty**
9. Once a building is punched have the crew go back and correct it. Do not continue making the same mistakes.
10. When Manufacturer's label on back of shingle wrapper is more stringent than code or specifications, installer shall comply with the more stringent requirement.

ROOFING GUARANTEE

WILSON HOUSING AUTHORITY BUILDING ROOF REPLACEMENT, NC 20-2
WILSON, NORTH CAROLINA

WHERE _____, Roofing Contractor, has furnished the labor and material required to install shingles, felt, flashing, edge trim, caps and accessories on the above Project in accordance with Contract terms, has agreed to issue a full coverage one hundred percent (100%) Guarantee to the Wilson Housing Authority.

_____ agrees for a period of two (2) years from the date of final acceptance that he will, at his own expense, make all repairs that may occur due to improper installation or defective materials to maintain a weathertight condition. (This is in addition to manufacturer's material warranty.)

Contractor

By _____

Witness

Business Address

City State Zip

Date: _____

SUBMIT: SIGNED COPY OF MANUFACTURER'S MATERIAL WARRANTY ALONG WITH ROOFING GUARANTEE.

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 for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

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						\$

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)
--	--------------------------

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 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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