IFB: Invitation For Bid

5 Building Roof Replacement: AMP2

Capital Fund Program: NC20-1

Wilson Housing Authority

301 E. Nash Street, Wilson, North Carolina

Pre-bid meeting: Wednesday, December 16, 2026 @ 2:00 pm (EST)

Sealed Proposals Due: Wednesday, January 20, 2027 @ 2:00 pm (EST)

Kelly Vick, President-CEO

Troy Davis, Development Director, tdavis@wilsonha.org

Cindy Whitley, Development Coordinator, cindy@wilsonha.org

Monday, November 16, 2026

Notice to Bidders

Sealed proposals will be received on Wednesday, January 20, 2027, no later than 2:00 pm (EST) by the Wilson Housing Authority for Capital Fund Program 5 Building Roof Replacement: AMP1. The 5 Units are located on the following Streets/Road: 1. 311 (A/B/C/D) Hackney & 2. 313 (A/B/C/D/E/F) Hackney, 3. 628 Vance, 4. 1109 (A/B) Queen, 5. 1607 (A/B/C) Black Creek Rd.

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 5 Units.
   - The project time frame is 40 consecutive 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 Pro Lam or similar shingle that meets the same standard: 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.
   - 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 and black roof exhaust.
   - Install new gas vent stacks & Caps and painted black. View the gas stack detail. The gas vent stack connections are critical and must be thoroughly checked by the onsite project manager to confirm a solid connection.
   - 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, December 16, 2026 @ 2:00 P.M. The meeting will be held at the Wilson Housing Authority office, located @ 301 E. Nash Street, Wilson, North Carolina. A site visit will follow if needed.

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 based on 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 30 year 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: Twenty Thousand & 00/100 ($20,000.00)

TOTAL BASE BID _____ ($_____)

The above Base Bid includes a Contingency Allowance of $20,000.00, 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).

In the event that the final work required is less than or more than the amount included as quantity of 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, Six Thousand (6,000) Square Feet of ¾" (23/32") OSB roof sheåthing to be provided at: (375 Repairs of 4X4)

$_____/SF X 6,000 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, Six Thousand (6,000) Square Feet of 1/2" (7/16") OSB roof sheathing to be provided at: (375 Repairs of 4X4)

$_____/SF X 6,000 SF= $_____

Unit Price C: Remove existing damaged or rotten ¾" (23/32") x 7.25" x 1' pine board roof sheathing. Provide new ¾" (23/32") x 7.25" x 1' OSB roof sheathing cut into 7.25" strips/size. The contractor shall include in the Bid, Six Thousand (6,000) Linear Feet of ¾" (23/32") OSB roof sheathing to be provided at: (Approximately 187 sheets of 4X8 OSB)

$_____/LF X 6,000 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= $_____

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 four (4) 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. Attached hereto is an affidavit as 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.

4. 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 Forty (40) 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)

5 Building Roof Replacement Project: AMP 1

Address	Building Type		Square Footage
311 Hackney	Quadplex	A,B,C,D	3,152 Sq Ft
		Subtotal	3,152 Sq Ft
Address	Building Type		Square Footage
A,B,C,E,F,G	Sixplex	A,B,C,E,F,G	4,120 Sq Ft
		Subtotal	4,120 Sq Ft
Address	Building Type		Square Footage
628 Vance	House	House	1,854 Sq Ft
		Subtotal	1,854 Sq Ft
Address	Building Type		Square Footage
1109 Queen	Duplex	A/B	3,150 Sq Ft
		Subtotal	3,150 Sq Ft
Address	Building Type		Square Footage
1607 Black Creek	Triplex	A/B/C	5,511 Sq Ft
		Subtotal	5,511 Sq Ft
		Total Roof Dimensions	117,114 SQ FT.

Total Roof Dimensions

Building Types	# of Units	X	Sq Ft	Total Sq Ft	
311 Hackney	Quadplex	X	3,152	3,152	
313 Hackney	Triplex	X	4,120	4,120	
628 Vance	House	X	1,854	1,854	
1109 Queen	Duplex	X	3,150	3,150	
1607 Black Creek	Triplex	X	5,511	5,511	
			Total	17,787 Sq Ft	
10% Waste Factor:	17,787 SqFt /.90= 19,763 Sq Ft			19,763 Sq Ft	198 Squares

It's the contractor responsibility to measure the roofs of building in this project for themselves. I'm providing the my estimated roof square footage that I came up with when I rolled the roofs.

Troy Davis

From: Troy Davis
Sent: Wednesday, September 2, 2026 3:54 PM
To: Cindy Whitley; Troy Davis
Subject: 628 Vance. Roof project.

Follow Up Flag: Follow up
Flag Status: Flagged



















Sent from my iPhone

Troy Davis

From: Troy Davis
Sent: Wednesday, September 2, 2026 3:55 PM
To: Cindy Whitley; Troy Davis
Subject: 1109 Queen A&B. Roof project.

Follow Up Flag: Follow up
Flag Status: Flagged















Troy Davis

From: Troy Davis
Sent: Wednesday, September 2, 2026 3:56 PM
To: Cindy Whitley; Troy Davis
Subject: 1607 Black Creek. A/B/C. Roof project.

Follow Up Flag: Follow up
Flag Status: Flagged










1607















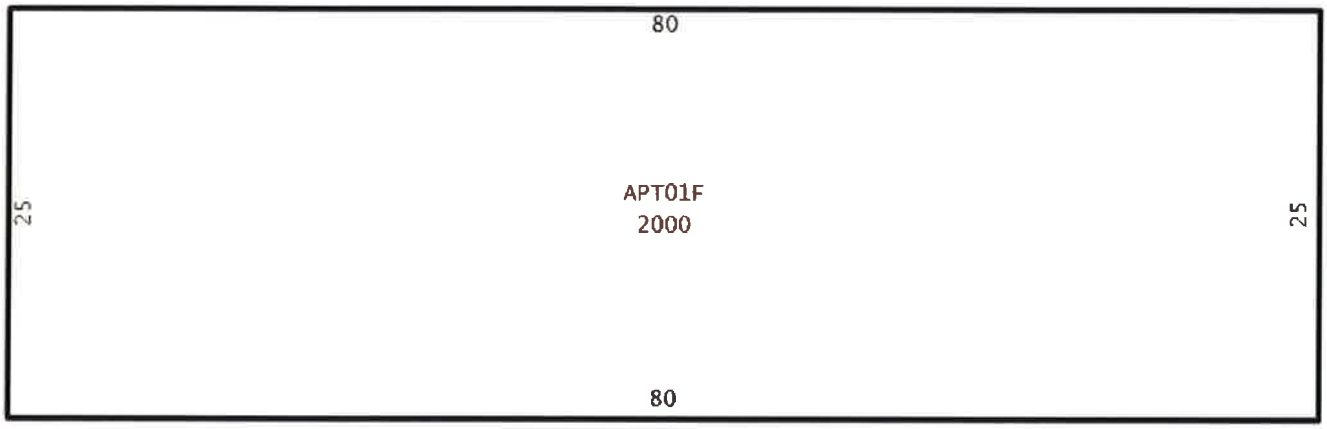




Sent from my iPhone

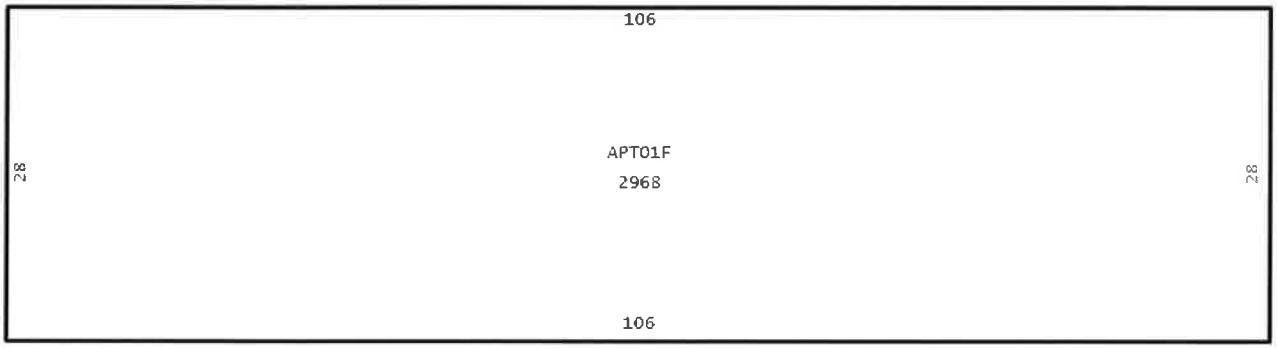
311 HACKNEY A/B/C/D




80
APT01F
2000
25
25
80

313 Hackney - A/B/C/D/E/F




106
APT01F
2968
28
28
106

An official website of the United States Government Here's how you know

Build America, Buy America

Overview

The Build America, Buy America Act (BABA) requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. This requirement, known as the "Buy America Preference" (BAP), is detailed in the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (https://www.govinfo.gov/app/details/PLAW-117publ58) and 2 CFR 184 (https://www.federalregister.gov/documents/2023/08/23/2023-17724/guidance-for-grants-and-agreements).

Learn more about BABA (https://www.hudexchange.info/programs/baba/)

BABA Waivers (https://www.hud.gov/hud-partners/baba#waivers)

BABA Waiver System Portal for Grantees (https://babawaiver.hud.gov/s/)

Contact Us (https://www.hud.gov/hud-partners/baba#contact)

BABA: What if I need a Waiver?

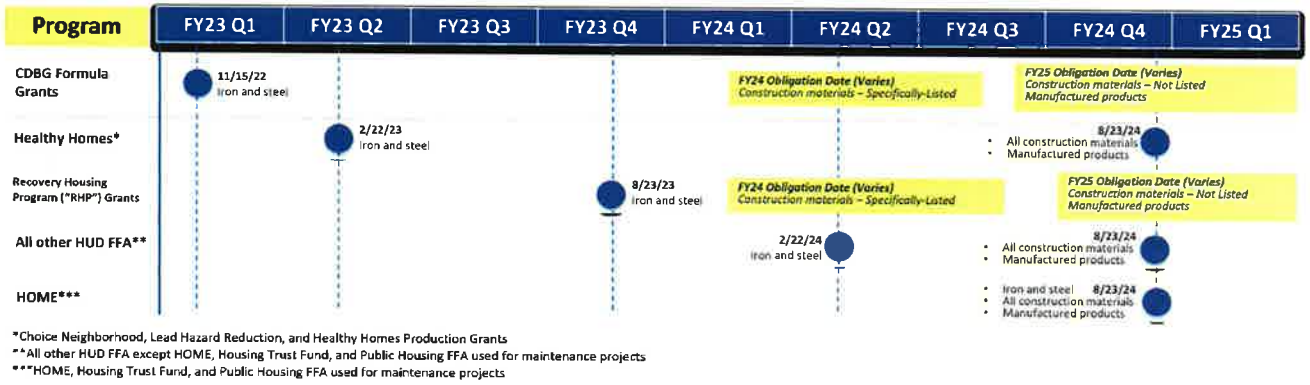
If seeking a waiver, Grantees should refer to the following information regarding the HUD Phased Implementation Schedule, General Waivers, and Specific Waivers to determine if and which waiver is needed. However, prior to seeking a waiver, grantees should determine if and how BABA applies to them and grantees should follow measures to maximize their compliance with BABA.

Important: HUD does not accept waiver requests submitted as PDF attachments or by email.

General Waivers and Timeline

HUD Phased Implementation Schedule

HUD has waived application of the BAP until the specific effective dates depending on the program and the product listed in HUD's Phased Implementation Waiver (https://archives.hud.gov/initiatives/baba/6331-N-10A-BABA-Updated-Public-Interest-Phased-Implementation-Waiver-for-FY-2022-and-2023-of-Build-America-Buy-America-Provision.pdf). Please refer to HUD's Phased Implementation Schedule below.



*Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants
**All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects
***HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

General Waivers

HUD has approved several general applicability waivers for specific public interest circumstances as summarized below. When the circumstances of any public interest general waiver are applicable to an infrastructure project, BABA's domestic content procurement preference does not apply.

Small Grants

BABA requirements do not apply to infrastructure projects whose total cost is equal to or less than the current Simplified Acquisition Threshold of $350,000. This waiver is currently in effect as of November 23, 2022.

Download (https://archives.hud.gov/initiatives/baba/6331-N-08-De-Minimis-and-Small-Dollar-Threshold.pdf)

The PDF waiver template is provided for reference purposes only to help applicants gather the information needed to complete the official waiver request in the HUD BABA Salesforce Portal.

All BABA waiver requests must be submitted through the HUD BABA Waiver Portal (https://babawaiver.hud.gov/s/). PDF forms will not be processed as official submissions.

Additional information on HUD's general waivers can be found in the drop-down menu below.

Currently in Effect (https://www.hud.gov/hud-partners/baba#baba1) +

Previously in Effect (https://www.hud.gov/hud-partners/baba#baba2) +

Previously Proposed Draft Waivers (Archive) (https://www.hud.gov/hud-partners/baba#baba3) +

Specific Waivers

Proposed Project-Specific Waivers for Public Comment (https://www.hud.gov/hud-partners/baba#baba6) +

Approved Project-Specific Waivers (https://www.hud.gov/hud-partners/baba#baba7) +

In addition to HUD's general waivers, HUD may also request specific waivers from the BAP for covered FFA on a limited, case-by-case basis, after consultation and review with the MIAO at OMB.

Agencies may apply to waive the domestic content procurement preference if:

1. Requiring the use of the American made product would be inconsistent with the public interest (Public Interest Waiver);
2. The product you need is not produced in the United States in sufficient quantities or of a satisfactory quality (Non-Availability Waiver); or,
3. The inclusion of the product produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost Waiver).

See below for additional descriptions of waiver categories:

Public Interest Waiver

This waiver is granted if requiring the use of the American made product would be inconsistent with the public interest.

In their waiver application, Grantees should:

- Explain how waiving the BABA requirement for this project or product serves the public interest.
- Demonstrate definite impacts on the community if specific items, products, or materials are not utilized in an infrastructure project.

Non-Availability Waiver

This waiver is granted if the product needed is not produced in the United States in sufficient quantities or of a satisfactory quality.

In their waiver application, Grantees should:

- Demonstrate that they have conducted market research and adequately considered alternate items that meet the definition of Made in America (https://www.federalregister.gov/documents/2023/08/23/2023-17724/guidance-for-grants-and-agreements).
- Describe the due diligence performed, including information, quotes, and/or responses from manufacturers, distributors, or suppliers.

Unreasonable Cost Waiver

This waiver is granted if the inclusion of the product produced in the United States will increase the cost of the overall project by more than 25 percent.

In their waiver application, Grantees should:

- Demonstrate that BABA compliance increases total project cost by more than 25%.
- Determine the additional cost of BABA compliant products.
- Determine the dollar amount to be waived.
- Demonstrate that no domestic alternatives are available within the project budget.

How do I apply for a Specific Waiver?

HUD reviews waivers before they are posted to the Federal Register for public comment and sent to the Made In America Office (MIAO) for approval. In general, the BABA Waiver Process follows these steps for approval:

1. Contact the HUD Program Office for BABA technical assistance as needed.
2. Prepare a waiver application with the information required by the MIAO. Please note that only the direct HUD recipients (grantees and public housing authorities) may submit the waiver application. HUD direct recipients are strongly encouraged to coordinate with their subgrantee(s) or subcontractor(s) to collect the necessary information for a waiver

application using the PDF form here (https://archives.hud.gov/initiatives/baba/BABA_Waiver_Form.pdf).

3. Submit a waiver application with all necessary information to HUD's BABA Waiver Submission Site. Please contact BuildAmericaBuyAmerica@hud.gov (mailto:BuildAmericaBuyAmerica@hud.gov) with any waiver-specific questions or technical difficulties. You may refer to this training video for how to submit a waiver. We recommend that you prepare to input all your waiver information in one session since there is no mechanism to save an unfinished application.
4. Provide additional information as requested by HUD during the review process to proceed with public comment in the Federal Register, and final approval by MIAO.
5. If approved, the waiver is posted on MadeInAmerica.gov (https://www.madeinamerica.gov/)

Contacting HUD About BABA

If your BABA inquiry relates directly to a specific grant or project, please direct your questions to the HUD office that administers your grant or program and copy BuildAmericaBuyAmerica@hud.gov (mailto:BuildAmericaBuyAmerica@hud.gov).

- **Community Planning and Development (CPD)** – CDBG, HOME, CoC, ESG, HTF,CPF (EDI), RHP, Section 108, SHOP, PRO Housing, PRICE , CoC Builds, VHRMP, SHOP and related programs: CPDBABA@hud.gov (mailto:CPDBABA@hud.gov)
- **Public and Indian Housing (PIH)** – Choice Neighborhoods, Public Housing Operating and Capital Fund, and MTW programs: PHBABA@hud.gov (mailto:PHBABA@hud.gov)
- **Office of Native American Programs (ONAP)** – IHBG, ICDBG, and NHHBG programs: ONAPBABAon-callrequest@hud.gov (mailto:ONAPBABAon-callrequest@hud.gov)
- **Office of Lead Hazard Control and Healthy Homes (OLHCHH)** – Lead Hazard Reduction and Healthy Homes programs: LeadRegulations@hud.gov (mailto:LeadRegulations@hud.gov)
- **Multifamily Housing (MFH)** – GRRP, Section 202, and Section 811 programs: mfcommunications@hud.gov (mailto:mfcommunications@hud.gov)

General Guidance: Please contact BuildAmericaBuyAmerica@hud.gov (mailto:BuildAmericaBuyAmerica@hud.gov) directly for general questions or if you are unsure of your specific HUD office. When submitting an inquiry, if available, please provide any available details about your project, including the funding source, to assist us in responding efficiently. Additional information regarding BABA requirements, implementation guidance, and resources are available on HUD Exchange.

U.S. Department of Housing and Urban Development

451 7th Street, S.W., Washington, DC 20410

T: (202) 402-3815

Find a HUD office near you (https://www.hud.gov/contactus/local)





NC20260093 RESIDENTIAL

Davis-Bacon Act general wage determination for residential construction in North Carolina.

Modification 1, revised 05/18/2026 • 9 trade rates • 1 county • View on SAM.gov

Wage Rates

Grouped by classification code. Rates shown are base hourly rate plus fringe benefits.

Search trade or classification

SUNC2016-002			Effective 02/22/2019
ROOFER	$13.40	$0.00	**$13.40**
PLUMBER	$14.52	$0.00	**$14.52**
PAINTER: SPRAY	$11.91	$0.00	**$11.91**
PAINTER (BRUSH AND ROLLER)	$11.91	$0.00	**$11.91**
LABORER: COMMON OR GENERAL	$11.93	$0.00	**$11.93**
HVAC MECHANIC (HVAC DUCT INSTALLATION ONLY)	$14.11	$0.00	**$14.11**
ELECTRICIAN	$14.50	$0.00	**$14.50**
CEMENT MASON/CONCRETE FINISHER	$15.25	$0.00	**$15.25**
CARPENTER	$14.66	$0.00	**$14.66**

Modification History

MODIFICATION	PUBLICATION DATE
0	01/02/2026
1	05/18/2026

Counties Covered

This wage determination applies to 1 county in North Carolina.

Wilson

Get notified when NC20260093 is modified

This determination has been revised 2 times. We'll email you when a new modification is published.

you@company.com Notify me

Free wage alerts plus occasional contractor resources from us and selected partners. Unsubscribe anytime. Privacy.

Data sourced from SAM.gov and updated weekly. This is an unofficial resource — always verify rates against the official wage determination before using them for bidding or compliance.

Davis-Bacon Wages

Data from SAM.gov. Updated weekly. This is an unofficial resource — verify rates with DOL for compliance.

Last update: September 9, 2026

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California prevailing wages

Texas prevailing wages

Florida prevailing wages

New York prevailing wages

Pennsylvania prevailing wages

Contractor tools partner

Dave — quotes, invoices, and payments for contractors

_____ Contractor Company

Wilson, NC

_____ 2026

I _____, President of _____ have reviewed our bid for the Wilson Housing Authority Roof Replacement Project. We will stand behind our bid amount to complete all work if _____ is awarded the roof replacement contract.

Regards,

_____

CERTIFICATE OF COMPLETION AND ACCEPTANCE
5 BUILDING ROOF REPLACEMENT PROJECT
WILSON HOUSING AUTHORITY
CFP NC020-1; AMP1

THIS IS TO CERTIFY that the work has been observed by a duly authorized agent or representative of the WILSON HOUSING AUTHORITY, hereinafter called the Public Housing Agency, and that _____, hereinafter called the Contractor, has finished the labor, materials, and services required for the COMPLETION AND ACCEPTANCE OF CFP PROJECT NC020-1; AMP1 in Wilson, North Carolina, and that:

1. To the best of our knowledge the project has been completed according to the plans, specifications addenda and the Approved Change Orders; and

2. The work required under the contract was completed and accepted on _____, Certificate of Completion was issued on _____; (Pre & Final Punch Lists) and

3. The agreed upon warranty start date is _____ (Warranty begins on the date of the final acceptance of the work.); and

4. The changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by a written and duly Approved Change Order and all stop orders have been confirmed and listed in the writing; and

Wilson Housing Authority Owner	_____ Company Name
_____ Troy A Davis, Development Director	_____ President
_____ DATE	_____ DATE

Non – Collusive Affidavit

State of: _____

County of: _____

_____, being first duly sworn, depose, and says: That he/she

(Manager/Officer)

is _____ of _____.

(Manager) (Company)

(A partner or officer of the firm of, etc.), the party making the foregoing proposal or bid; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the housing authority, or any person interested in the proposed contract; and that all statements in said Proposal or Bid are true.

_____

(Signature of Bidder, if Bidder is an individual)

_____

(Signature of Bidder, if Bidder is a Partnership)

_____

(Signature of Bidder, if Bidder is a Partnership)

Notarization:

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

_____

(Notary Public Signature)

Commission Expires: _____

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: _____

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

Procurement of Recovered Materials

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

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

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

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

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

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

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

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

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not *less* than $ _____ [Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

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

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

( ) 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 fiunishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2)Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3)Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

(g)The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h)The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) .Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage detemination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

([3]) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

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

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

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

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

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

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ 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		
					For (Construction, Supplies Or Services)	

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

Witness:

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

Principal

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

Individual Surety(ies)

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

Corporate Surety(ies)

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

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.

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

See Instructions on page 3

Principal (Legal name and business address)	Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ 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)	
Name(s) & Title(s) (Typed)	1.	2.	3.	Corporate Seal

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

Corporate Surety(ies) (continued)

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

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

Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

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

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

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

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

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

Principal (Legal name and business address)	Type Of Organization ("X" one) ☐Individual ☐Partnership ☐Joint Venture ☐Corporation ☐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 $
	Signature(s)	1.	2.	Corporate Seal
	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 RECEIEVES WRITTEN AUTHORIZATION FROM THE WILSON HOUSING AUTHORITY.**

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

LETTER OF CREDIT

_____ _____
Name of Bank Date

_____
Address

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

In Re: _____
(Name of Contractor)
Contract Date _____ with
Wilson Housing Authority
301 E. Nash Street
Wilson, North Carolina, 27893

Our Irrevocable Letter of Credit No. _____

Dear Sirs:

We open our Irrevocable Letter of Credit in your favor for the account of _____
(Name of Contractor)
to be used in connection with the project known as CAPITAL FUND PROGRAM NC020-50117. This Letter of Credit will be for the cash needs of Wilson Housing Authority to complete the project and pay for labor furnished if _____ defaults in the faithful performance of the referenced
(Name of Contractor)
contract or fails to pay for labor and material furnished in the project

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

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

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

Yours truly,

_____
Name of Bank

By: _____
(Title of Officer)

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

_____
NOTARY PUBLIC

My commission expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

1. FORM HUD-5370 PAGE 2, SECTION I C

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

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

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

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

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

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

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

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

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

8. SUPERINTENDENT

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

9. CERTIFICATES

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

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

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

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

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

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

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

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

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

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

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

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

12. DESIGNER'S STATUS

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

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

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

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

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

Documents to Submit With Final Pay Request:

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

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

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

a. The Contractor shall keep a daily project log and shall submit Monthly with Pay Application. The Contractor shall either use the company's standard daily report or use format below. The daily report shall, at a minimum, include the following information:
   1. Project Name, SAPA Project ID#
   2. Report #
   3. Date and time report was generated
   4. Weather data: overhead conditions, precipitation (if so, how much), temperature (High and low), impact on progress
   5. Work performed (include all major trades)
   6. Number of workers on site
   7. Major equipment deliveries
   8. Major equipment working on site
   9. Difficulties encountered that may cause delay
   10. Days of no work and reason, Impact on Critical Path

b. The Contractor shall submit a bar type schedule prior to beginning work, reflecting proposed schedule and key target point and shall update monthly. It shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited, to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule or all required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One Half (1/2) day shall be the smallest time unit used.

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

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

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

The Contractor will be responsible for reproduction of the Project Manual as needed. Electronic copies of the Project Manual will be available via download (See Notice to Bidders). Plans have been prepared on 8 ½ 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,

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, expediters, 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

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

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)	$ 100.00
Subtotal	$1,250.00
General Contractor	
Profit (10% MAX of Subcontractor's Direct Cost)	$ 100.00
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 proceeding 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 11, 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 47.A)

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 39)

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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/Government assisted)

- ☐ Yes
- ☐ No

What is your yearly income?

- ☐ Less than $44,450 annually ($21.37 per hour)
- ☐ More than $44,450 annually ($21.37 per hour)

  Please state hourly rate: _____

Are you a resident of Wilson County?

- ☐ Yes
- ☐ No

Do you live within the service area or the neighborhood of the project?

- ☐ Yes
- ☐ No

Are you a YouthBuild Participant?

- ☐ Yes
- ☐ No

_____ _____ _____

Position **Date Hired** **Contractor name**

I affirm that the above statements are true, complete, and correct to the best of my knowledge and believe. I herby 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 ☐

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

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

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | 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) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, 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

(over)

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

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

_____ from the full
(Contractor or Subcontractor)

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

Instructions

General:

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)

The 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? Vacation Yes No; Medical Yes No; Pension Yes No	4c. Pay stub? 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

18. Additional Remarks

Historial de Entrevista del Empleado

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

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

Instrucciones

Generalidades:

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

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de 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, ý 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 es pacio 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 yDesarrollo Urbano de EE.UU.
Oficina de Davis-Bacon y Normas Laborales

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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 datos 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 ultimo 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 coercionado 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

17a. Firma del examinador de nómina	17b. Fecha

Comentarios adicionales

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) Despositing 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)(l) or "G.S. 153A-357(a)(l) for any improvements for which the combined cost is to be thirty thousand dollars ($30,000) or more, other than improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the applicant uses as a residence, shall be required to provide to the building inspector or other authority the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a).

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

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

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

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

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

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

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

Regulations: Comply with applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 015000

SECTION 017700 – CLOSEOUT PROCEDURES

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

Procedures at Punch List Observation:

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

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

Submit record documentation.

Complete final cleaning, and remove temporary facilities and tools.

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

Procedures at Final Acceptance (Checking of Punch List):

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

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

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

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

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

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

General Closeout Requirements:

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

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

DOCUMENTS TO SUBMIT WITH FINAL PAY REQUEST:

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

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

END OF SECTION 017700

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

SECTION 017707 - WARRANTIES AND BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 017707

Schedule of Amounts for Contract Payments

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

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

No progress payments shall be made to the contractor unless a schedule of amounts 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 represenative	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
		23	Weatherstripping	46	Sanitary Sewers
	Structures	24	Lath & Plastering-Drywall	47	Water Distribution System
4	General Excavation	25	Stucco	48	Gas Distribution System
5	Footing Excavation	26	Finish Carpentry	49	Electrical Distribution System
6	Backfill	27	Finish Hardware	50	Street & Yard Lighting
7	Foundation Piles & Caissons	28	Glass & Glazing	51	Fire & Police Alarm System
8	Concrete Foundations	29	Metal Doors	52	Fire Protection System
9	Concrete Superstructures	30	Metal Base & Trim	53	Street Work
10	Reinforcing Steel	31	Toilet Partitions	54	Yard Work
11	Waterproofing & Dampproofing	32	Floors	55	(Other)
12	Spandrel Waterproofing	33	Painting & Decorating	56	(Other)
13	Structural Steel	34	Screens		
14	Masonry	35	Plumbing		**Equipment**
15	Stonework	36	Heating	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	37	Ventilating System	58	Ranges
17	Metal Windows	38	Electrical	59	Refrigerators
18	Roofing	39	Elevators	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	**Punch List \2**
				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.

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.

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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 represenative	Date signed (mm/dd/yyyy)

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1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
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      (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.
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   c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
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   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
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4	General Excavation	25	Stucco	48	Gas Distribution System
5	Footing Excavation	26	Finish Carpentry	49	Electrical Distribution System
6	Backfill	27	Finish Hardware	50	Street & Yard Lighting
7	Foundation Piles & Caissons	28	Glass & Glazing	51	Fire & Police Alarm System
8	Concrete Foundations	29	Metal Doors	52	Fire Protection System
9	Concrete Superstructures	30	Metal Base & Trim	53	Street Work
10	Reinforcing Steel	31	Toilet Partitions	54	Yard Work
11	Waterproofing & Dampproofing	32	Floors	55	(Other)
12	Spandrel Waterproofing	33	Painting & Decorating	56	(Other)
13	Structural Steel	34	Screens		
14	Masonry	35	Plumbing		**Equipment**
15	Stonework	36	Heating	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	37	Ventilating System	58	Ranges
17	Metal Windows	38	Electrical	59	Refrigerators
18	Roofing	39	Elevators	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	**Punch List \2**
				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 I937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)

Location of Project	Project Number

Name of Contractor	Contract Number

Item Number (1)	Description of Item (2)	Completed to Date (3)
		$
Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)		**$**

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) _____ and (contractor) _____ dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount			$_____
Approved Change Orders:			
2. Additions (Total from Col. 3, form HUD-51002)	$_____		
3. Deductions (Total from Col. 5, form HUD-51002)	$_____	(net) $ _____	
4. Current Adjusted Contract Amount (line 1 plus or minus net)			$_____
Computation of Balance Due this Payment			
5. Value of Original Contract work completed to date (from other side of this form)			$_____
Completed Under Approved Change Orders			
6. Additions (from Col. 4, form HUD-51002)	$_____		
7. Deductions (from Col.5, form HUD-51002)	$_____	(net) $ _____	
8. Total Value of Work in Place (line 5 plus or minus net line 7)			$_____
9. **Less:** Retainage, _____ %	$_____		
10. Net amount earned to date (line 8 less line 9)		$_____	
11. Less: Previously earned (line 10, last Periodic Estimate)		$_____	
12. Net amount due, work in place (line 10 less line 11)			$_____
Value of Materials Properly Stored			
13. At close of this period (from form HUD-51004)	$_____		
14. **Less:** Allowed last period	$_____		
15. Increase (decrease) from amount allowed last period	$_____		
16. Balance Due This Payment			**$**_____

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

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

Certificate of Authorized Project Representative and of Contracting Officer

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

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

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

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

Schedule of Change Orders

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

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

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

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

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

Location of Project	Project Number

Name of Contractor	Contract Number

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

Authorized Project Representative	**Date (mm/dd/yyyy)**

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

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/301/2027)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)

Name and Location of Project	Project Number

Name of General Contractor	Contract Number

Name of Subcontractor	Subcontract Number

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					$

Total Amount or Amount Carried Forward $

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

Summary of Materials Stored

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

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

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestion s 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 l937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

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

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)

Location of Project	Project Number

Name of General Contractor	Contract Number

Name of General Contractor or Subcontractor	**Amounts**
General Contractor	$
Subcontractors	$
Total	**$**
Less 10%	**$**
Net	**$**

Prepared by	**Date (mm/dd/yyyy)**	**Checked by**	**Date (mm/dd/yyyy)**

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

Name of Owner	**By** (Authorized Representative)	**Title**	**Date (mm/dd/yyyy)**

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

5 Building Roof Replacement Program					
Wilson Housing Authority					
Unit Price Measurements A-E					
	Unit Price A	Unit Price B	Unit Price C	Unit Price D	Unit Price D
	3/4" X 4' X 4'	1/2" X 4' X 4'	3/4" X 7.25" X 1' OSB	1" X 4" Fascia	1' X 6" Fascia
	2,000 Sq Ft: 125 Rep's	2,000 Sq Ft: 125 Rep's	5,000' LF	240' LF	240' LF
Address					
311 Hackney: ABCD					
313 Hackney: ABCDEF					
628 Vance					
1109 Queen: AB					
1607 Black Creek: ABC					

5 Building Roof Replacement Program					
Wilson Housing Authority					
Unit Price Measurements A-E					
	Unit Price D	Unit Price D	Unit Price E		
	1" X 8" Fascia	2" x 4" Fascia	Metal Fascia		
	240' LF	240' LF	200'		
Address					
311 Hackney: ABCD					
313 Hackney: ABCDEF					
628 Vance					
1109 Queen: AB					
1607 Black Creek: ABC					

5 Building Roof Replacement Program

Wilson Housing Authority

5 Building Roof Replacement Project: AMP 1			
311 Hackney: Quadplex	Date of Work	Plywood Qty: 4'X4'	LF QTY: 3/4"x8"x1'
313 Hackney: Sixplex	Date of Work	Plywood Qty: 4'X4'	LF QTY: 3/4"x8"x1'
628 Vance: House	Date of Work	Plywood Qty: 4'X4'	LF QTY: 3/4"x8"x1'
1109 Queen: Duplex	Date of Work	Plywood Qty: 4'X4'	LF QTY: 3/4"x8"x1'
1607 Black Creek: Triplex	Date of Work	Plywood Qty: 4'X4'	LF QTY: 3/4"x8"x1'
All Sundays: No Work Onsite			
Rain Days or No Work Onsite			