CFP 517-03
WALNUT TOWERS UST TANK AND PIPING REMOVAL
WALNUT TOWERS, 'A' BUILDING
12 SOUTH WALNUT ST., HAGERSTOWN MD 21740

(CFP 517, FY2017)

For the

HAGERSTOWN HOUSING AUTHORITY
35 WEST BALTIMORE STREET
HAGERSTOWN MD 21740

SEAN GRIFFITH, EXECUTIVE DIRECTOR
ENGINEER: FREDERICK, SEIBERT AND ASSOCIATES, INC.

AUGUST 22, 2018

TABLE OF CONTENTS

TABLE OF CONTENTS

Request for Quotes

Cost Quote Submission Form

Owner/Contractor Agreement (sample form)

- Exhibit 6.2 Mandatory Contract Clauses – all purchases
- Purchase Order – Terms and Conditions

General Contract Conditions for Small Construction/Development Contracts Public and Indian Housing Programs (Form HUD-5370-EZ [1/2014])

- Supplemental Conditions to the General Conditions of the Contract PHA/IHA Housing Programs – Form HUD-5370-EZ

HUD General Requirements

- Minority & Female Business Enterprise Efforts, Section 3, Buy American, Equal Employment Opportunity
- Insurance Requirements
- Stipulation Against Liens

Minimum Hourly-Wage Determination MD180050 MD50,
Mod. No. 3, dated 06/29/2018

- Sample Weekly Payroll Certification Form

Specifications

- Section 01010 – Summary of Work
- Section 01700 – Quality Control/Closeout/Warranty
- FSA Technical Specifications-Walnut Towers UST Tank and Piping Removal

Maryland Department of the Environment - Form Number MDE/LMA/COM.039

FSA – Drawing – Site Plan, C-101 (with construction notes)

REQUEST FOR QUOTES

THE HOUSING AUTHORITY
OF THE
CITY OF HAGERSTOWN, MD

EXECUTIVE DIRECTOR
SEAN GRIFFITH

REQUEST FOR QUOTES

August 22, 2018

1. WRITTEN QUOTES

Hagerstown Housing Authority will receive written cost quotes to remove a 6,000 gallon underground fuel storage tank located in the Walnut Towers 'A' Building parking lot at 12 South Walnut Street, Hagerstown, Maryland 201740. Cost quotes should be submitted on the Cost Quote Submission Form provided herein and delivered to Mr. Chris Howlett, Director of Properties, 35 W Baltimore Street, Hagerstown, MD 21740. Deadline for receipt of quotes is 4:00 PM on Friday, September 7, 2018.

2. Scope of Work: 517-03 Walnut Towers UST Tank and Piping Removal at Walnut Towers 'A' Building Parking Lot, 12 South Walnut Street, Hagerstown, MD 21740.

Drawings and technical specifications prepared by:

Frederick, Seibert and Associates, Inc.
Civil Engineering | Land Surveying | Landscape Architecture
128 South Potomac Street
Hagerstown, MD 21740
301-791-3650
Fred Frederick, RLS, PE
Email: fred@fsa-md.com
Brett Whorley, Engineer
Email: brett@fsa-md.com

3. DOCUMENTS

Bonafide Contractors must be licensed in the State of Maryland as a General Contractor and in accordance with COMAR regulations to perform work associated with this contract agreement and purchase order.

4. QUOTES

The Housing Authority of the City of Hagerstown, Maryland, reserves the right to reject any and all quotes or to waive informalities. Any contractor, or subcontractor, who is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, shall not be eligible for purchase order award.

5. REQUIRED MINIMUM WAGE RATES

This work is subject to the payment of minimum hourly wage rates as established by HUD and the Department of Labor. A copy of the minimum hourly wages rates for worker trades is included herein. Submission of weekly or bi-weekly certified payroll reports are required.

6. SPECIAL CONSIDERATIONS

All contractors are required to be familiar with the work and existing conditions prior to submitting a quote.

A pre-quote meeting is scheduled, Monday, August 27, 2018 at 9:30AM at the south eastern parking lot of 12 South Walnut Street, Hagerstown, MD 21740.

Individual site visits can be arranged with HHA, Chris Howlett, Director of Properties, at Email: chowlett@hagerstownha.com or 301-733-6911, Ext. 160. Individual site inspections must be completed by 4:00PM, Wednesday, August 29, 2018.

Email questions to the Engineer or Owner no later than 12:00 Noon, Thursday, August 30, 2018. An Addendum, if required, will be issued.

The Housing Authority of the
City of Hagerstown Maryland

Christopher R. Howlett

Chris Howlett
Director of Properties
E.O.E.
Phone: 301-733-6911 Ext. 160
Fax: 301-745-4893

COST QUOTE SUBMISSION FORM

COST QUOTE SUBMISSION FORM

CFP 517-03 – WALNUT TOWERS UST TANK AND PIPING REMOVAL
at WALNUT TOWERS 'A' BUILDING PARKING LOT

for

The Housing Authority of the City of Hagerstown
35 West Baltimore Street
Hagerstown MD 21740

Date:_____

Gentlemen:

1. **COST QUOTE**: The undersigned, having familiarized himself with the local conditions affecting the cost of the work, and with the Specifications and Drawing dated August 20, 2018 hereby proposes to furnish all labor, materials, equipment and services required to construct and complete the construction as set forth in the contract documents, all in accordance therewith, for the sum of:

A. Total Lump Sum Price and Unit Prices:

_____ $_____
written figures

B. Unit Prices:

1. **Unit Price#1,** the Contractor shall insert a cost per cubic yard, to remove, dispose of and replenish contaminated soils as directed by the MDE Inspector.

   The Contractor shall be responsible for the removal and disposal of contaminated soils as required by the Maryland Department of the Environment Inspector. All costs associated with the removal, testing, transportation and disposal of these contaminated soils shall be the responsibility of the Contractor. The Contractor shall also be responsible to provide compactable fill material (shale, "dirty crusher run"), transportation and placement of necessary backfill materials to replenish contaminated soils which were removed.

   Cost / cu. Yard of contaminated soils, $_____/cu. yd.

2. Unit Price #2, the Contractor shall insert a cost per each additional soils sample as listed under FSA Technical Specifications, Testing Requirements, No.4.

   The Contractor shall insert a cost per each additional soils sample, $_____/additional soils sample

2. **AWARD OF PURCHASE ORDER**: In submitting the quote, it is understood that the right is reserved by the Hagerstown Housing Authority to reject any and all quotes or waive informalities. Any contractor, or subcontractor, who is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, shall not be eligible for purchase order award.

3. **DAVIS-BACON WAGES:** Davis-Bacon Wages apply to all work performed under this solicitation.

4. **CONSTRUCTION PERIOD**: In submitting a quote, it is understood that the contractor proposes to complete the work in the shortest time possible from the date of the Purchase Order Award. Exact date of work start shall be by mutual agreement between the Owner and Contractor. Once work begins it shall be continuous and shall be completed in the shortest time practical. Award is expected by September 15, 2018.

5. **ADDENDA**: The following addendum(s) have been received:_____

_____

6. **PRE-QUOTE MEETING**: The Contractor has attended the Pre-Quote Conference.
Check one: [ ] Yes [ ] No

_____
Construction Firm License No. Dated Issued Place of Issuance

_____
Federal Employer Identification No.
(or Social Security No. if no F.E.I.N.)

Contractor:_____
Name

Address:_____
Street

_____
City State Zip

Phone:_____ Fax:_____ Email:_____

Principal/Owner:_____
Name

_____
Signature Date

OWNER-CONTRACTOR

AGREEMENT

EXHIBIT 6.2 MANDATORY CONTRACT CLAUSES ALL PURCHASES

HHA PURCHASE ORDER

TERMS AND CONDITIONS

OWNER-CONTRACTOR AGREEMENT
for
CFP 517-03 – WALNUT TOWERS UST TANK AND PIPING REMOVAL
WALNUT TOWERS 'A' BUILDING

WHEREAS, The Housing Authority of the City of Hagerstown has requested quotes for Request for Quotes, CFP 517-03 – Walnut Towers UST Tank and Piping Removal – Walnut Towers 'A' Building, 12 South Walnut Street, Hagerstown, MD 21740,

WHEREAS, _____ has been the selected firm in this matter; and

WHEREAS, the parties desire to enter into a contract for the provisions of said goods and/or services

NOW THEREFORE, in consideration of the contractual amount of _____Dollars ($_____) and the promises and covenants of the parties, the parties do agree as follows:

1. The following documents represent the contract/agreement/purchase order between the parties:
   a. Request for Quotes, dated 08/22/2018
   b. Cost Quote Form including Unit Prices - 2 Pages.
   c. Owner Contractor Agreement - 1 Page.
   d. Mandatory Clauses and Purchase Order Terms and Conditions
   e. General Contract Conditions for Small Construction/Development Contracts, for HUD-5370-EZ, (01/31/2017) Public and Indian Housing Programs - 7 Pages
   f. Supplemental Conditions to the General Contract Conditions for Small Construction/Development Contracts PHA/IHA Housing Programs, 1 Page
   g. Davis-Bacon Wages
   h. Administrative Requirements:
      (1) Insurance Certificate, listing Hagerstown Housing Authority as "certificate holder" and "additional insured'
      (2) Minority & Female Business Enterprise, Section 3, Buy American, Equal Opportunity Employment
      (3) Stipulation Against Liens
   i. General Requirements and Summary of Work
   j. Drawing,
   l. Addendum (s)

2. The instruments set forth in Paragraph 1, above, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained therein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No letter, telegram, or other communication passing between the parties concerning any matter during this contract period, shall be deemed a part of this agreement, nor shall it have effect of modifying or adding to this agreement. All modifications to this agreement must be made in accordance with Paragraph 8. of the General Contract Conditions for Small Construction/Development Contracts (form HUD-5370-EZ).

3. _____ acknowledges receipt of this document and a copy of all documents set forth in Paragraph 1, above, which forms the complete contract between the parties.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, 2017.

WITNESS:

_____
Contractor Name

_____ BY:_____(SEAL)
Company Official/Title

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

_____ BY:_____(SEAL)
Sean Griffith, Executive Director

Exhibit 6.2. Mandatory Contract Clauses – all purchases

In addition to other provisions required by HUD, pursuant to 2 CFR Part 200, Appendix II, "Contract Provisions for non-Federal Entity Contracts Under Federal Awards" all PHA contracts expending Capital Funds must contain provisions covering the following, as applicable copied from Appendix II to Part 200 (requirement referenced at 2 CFR 200.326).

A. **Contracts for more than the simplified acquisition threshold currently set at $150,000,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **All contracts in excess of $10,000** must address termination for cause and for convenience by the PHA including the manner by which it will be effected and the basis for settlement.

C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by PHAs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The PHA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The PHA must report all suspected or reported violations and must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The PHA must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the PHA in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**— Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).**

I. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the

tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

K. **See § 200.322 Procurement of recovered materials.**

TERMS AND CONDITIONS

QUALITY: When manufacturing Specifications are referred to on the face of this order, such Specifications shall be deemed to be an integral part hereof as if fully set out herein.

All deliveries furnished on this purchase must be of the quality specified, or in the event no quality is specified, must be of the best, and will be subject to the inspection and approval of the Purchaser. If materials are rejected the Purchases shall be writing so notify the Seller, and the Purchaser, at its option and at the expense and risk of the Seller, may either return such rejected materials to the Seller or hold them for such disposal as the Seller shall indicate.

QUANTITY: The quantity of material, as indicated on the face hereof, must not be exceeded without authority in writing first being obtained.

DELIVERIES: Failure to deliver material of the quality and within the time or times specified shall, at the option of the Purchaser, relieve it of any obligation to accept and pay for such material, as well as any undelivered installments, if there by any; and upon failure to deliver as specified the Purchaser may but elsewhere and charge the Seller with any loss incurred thereon, unless deferred shipment be arranged for in writing. Any failure by the Purchaser to exercise this option with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments.

PACKING AND CARTAGE: No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to insure proper protection to same will be charged to Seller.

INVOICES: Invoices must be rendered in duplicate. Unless written notice be given to the Purchaser, prior to shipment, by the person, firm or corporation to whom this order is addressed all invoices for materials shipped on this order shall be rendered by and be payable to such addressee.

PATENTS: By acceptance and in consideration hereof, the Seller warrants that the article or articles furnished on this order do not infringe any United States or Canadian patents; that he will defend any suite that may arise in respect thereto; and that he will save the Purchaser harmless from any loss which may be incurred by the assertion of any patent rights with respect to the articles furnished hereunder.

LIABILITY FOR DAMAGE Whenever the Seller shall, by virtue hereof, have in its possession property of the Purchaser, the Seller shall be deemed an insurer thereof and shall be responsible for its safe return to the Purchaser.

MECHANIC'S LIENS: If this order calls for work to be performed upon properly owned or controlled by the purchaser it is understood and agreed that:

The Seller will keep the premises and work free and clear of all mechanic' s liens, and furnish the Purchaser certificate and waiver as provided by law.

PUBLIC LIABILITY AND PROPERTY DAMAGE: The work will remain at the Seller's risk prior to written acceptance by the Purchaser and the Seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever.

The Seller will indemnify, save harmless, and defend the Purchaser from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract.

INJURY TO EMPLOYEES: The Seller will indemnify, save harmless, and defend the Purchaser from any and all claims, demands or suits made or brought against the Purchaser on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date hereof, and any amendments thereto.

CONFLICT OF INTEREST: No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

DISCLOSURE OF GIFTS OR FAVORS OFFERED: PHA officers, current employees, former employees within one year of employment, or agents shall neither solicit, accept or agree to accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

It is a breach of ethical conduct and prohibited for any payment, gratuity, or offer of employment to be made by, or on behalf of, a contractor or subcontractor under contract to the prime contractor, higher tier subcontractor, or any person associated therewith as an inducement for the award of a subcontractor order.

The Contracting Officer shall report to the HUD Field Office, and the appropriate State and local officials any suspected anticompetitive practices by contractors.

The Housing Authority of the City of Hagerstown, Executive Director: Sean Griffith, 301-733-6911, Ext. 126.

US Department of HUD
10 S. Howard Street, 5th Floor
Baltimore, MD 21201-2505

(Baltimore Field Office)
Field Office Director:
Carol B Payne (confirmed 05/26/17)
Phone: 410-962-2520
Fax: 410-209-6670

HUD GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS (PHA/IHA) (FORM HUD-5370-EZ [1/2014]

SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS OF THE CONTRACT

(FORM HUD-5370-EZ [1/2014]

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than $2,000 but not more than $150,000.**

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 by the PHA in completing the work.
(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; 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) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

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

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

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

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

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

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

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

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

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

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 135)

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

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

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

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(k) Certification of Eligibility.

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

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

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

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

(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.

SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS OF THE CONTRACT
PHA/IHA Housing Programs
Form HUD-5370-EZ

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1. Article 3. DISPUTES. Add paragraph "(f). The parties agree that the Courts of Washington County, Maryland are the most convenient forum and shall be vested with exclusive jurisdiction over the terms and conditions of the Contract Documents and the performance thereof."

2. Article 5. TERMINATION FOR CONVENIENCE AND DEFAULT. Add paragraph "(e) Costs to include legal fees, court costs and damages."

HUD GENERAL and ADMINISTRATIVE REQUIREMENTS

MINORITY FEMALE BUSINESS ENTERPRISE EFFORTS, SECTION 3, BUY AMERICAN, EQUAL EMPLOYMENT OPPORTUNITY INFORMATION SHEET

INSURANCE REQUIREMENTS

STIPULATION AGAINST LIENS

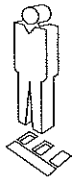
MINORITY & FEMALE BUSINESS ENTERPRISE EFFORTS

It is the policy of the HAGERSTOWN HOUSING AUTHORITY that maximum practicable opportunity be provided to Minority & Female Business Enterprises to participate in the contracting and purchase activities initiated by the Housing Authority.

This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.

BUY AMERICAN

PHAs shall follow Buy American requirements of section 1605 of the Recovery Act and use only iron, steel and manufactured goods produced in the United States in their projects. RE: HUD publishes a Stimulus Act Capital Fund Implementation Notice dated March 18, 2009.



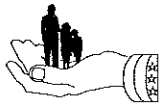
EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION

Equal Employment Opportunity (EEO) was established by Executive Order 11246 on Sept 24, 1965. This executive Order ensures equal employment opportunities for minorities.

Under Equal Employment Opportunity provisions employers (Vendors/Contractors) agree to take affirmative actions to ensure and maintain a working environment free of harassment and intimidation. Also, that employees are not discriminated against because of race, sex, color, national origin or religion.

DOES YOUR BUSINESS MEET THESE GUIDELINES
(IF SO – PLEASE LET US KNOW)

SECTION 3
ECONOMIC OPPORTUNITIES FOR LOW INCOME RESIDENTS AND LOCAL SECTION 3 BUSINESS FIRMS



Section 3 is a provision of the Housing and Urban Development act of 1968 which requires that programs receiving funding under HUD provide to the greatest extent feasible opportunities for job training and employment to low income residents.

Contractors and Vendors must make a good faith effort to utilize Section 3 residents as trainees and employees and make a good faith effort to award contracts to Section 3 business concerns.

DEFINITION

A "SECTION 3 BUSINESS" CONCERNS:

A business enterprise which meets any one of the following 3 circumstances:

a) Is 51% or more "owned" by Section 3 residents, or
b) Whose permanent, full time employees include persons at least 30% of whom are currently Section 3 residents, or
c) A business concern that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet Section 3 qualifications.

"SECTION 3 RESIDENT"

1) A public housing resident, or
2) A "low income" resident of the Section 3 covered area or
3) A person seeking training and employment preference (bears responsibility of providing evidence of eligibility).

"LOW" AND "VERY LOW" INCOME

"Low Income" - Families whose income does not exceed 80% of the local "median" income.
("Very Low Income" - Incomes which do not exceed 50% of the local "median" income.)

LOW INCOME:	$40,800(1-Person)	$58,250(4-Person)
	$46,600(2-Person)	$62,950(5-Person)
	$52,450(3-Person)	$67,600(6-Person)

"MEDIAN INCOME"

FY 2018 – The Local Median Income for the Hagerstown, Maryland area as published in the HUD User Website (http://Huduser.org) is $72,800 (4-Person) as of 04/01/2018 per (HHA Housing Dept. Chart 04/02/2018).

INSURANCE REQUIREMENTS

Contractor/Vendor will be required to procure and submit to the Hagerstown Housing Authority a signed copy of a 'Certificate of Insurance' in the minimum amounts of coverage as specified below listing the Hagerstown Housing Authority as 'certificate holder' and "additional insured".

Commercial Liability (Bodily Injury and Property Damage	$3,000,000 General Aggregate $1,000,000 per Occurrence Or, combined with Umbrella coverage in equal or excess amounts
Auto Liability	$700,000 per occurrence
Workers Compensation	Coverage as required by State

Indemnification

The Contractor/Vendor shall secure the insurance pursuant to the Housing Authority of the City of Hagerstown general requirements for insurance unless noted in the solicitation.

The Housing Authority shall be named as an additional insured with respect to liability coverage. The Housing Authority shall be given thirty (30) days notice in advance of cancellations, non-renewal, or material change in any insurance coverage.

Contractor hereby releases and shall indemnify, defend, and hold harmless HACH, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, cost and expenses of any kind or nature, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of Contractor, Contractor's subcontractor or of anyone act under Contractor's direction or control or on Contractor's aforesaid release, indemnify, and hold harmless obligations, or portions of applications thereof. HACH shall be indemnified and held harmless to the fullest extent permitted by law. If any portion of this indemnify clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Updated: 11/01/2013

THE HOUSING AUTHORITY
OF THE
CITY OF HAGERSTOWN, MD

EXECUTIVE DIRECTOR
SEAN GRIFFITH

STIPULATION AGAINST LIENS

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

and,

REF: CFP 517-03 Walnut Towers UST
Tank and Piping Removal at
Walnut Towers 'A' Building
Parking Lot
CFP 517 (FY2017)

.
Contractor/Vendor

WHEREAS, The Housing Authority of the City of Hagerstown, Maryland, a body politic and corporate, of the State of Maryland has executed herein a contract agreement with _____ a company organized and existing under the laws of the State of _____ for the above referenced work.

NOW THEREFORE, on/effective _____, it is agreed that no mechanic liens or claims or other liens, claims or actions shall be filed against the respective buildings and/or grounds appurtenant thereto by the above said _____, nor any subcontractor, material men or workmen or any person for any material or labor or extra material or labor purchased or furnished in connection with the work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith. In the event that any subcontractor, materialmen or workmen or any person files a mechanic's lien, claim or other action, the contractor shall indemnify, defend and save and hold the Housing Authority harmless from and against any such claims and liens.

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

Attest:_____

By:_____
Sean Griffith, Contract Officer

_____
Company

Attest:_____

By:_____(SEAL)
Company Officer, Title

35 WEST BALTIMORE STREET, HAGERSTOWN, MD 21740 TELEPHONE: 301-733-6911 FAX: 301-733-7298
TTY USERS CALL VIA MARYLAND RELAY - DIAL 711

DAVIS-BACON WAGES

MINIMUM HOURLY WAGE RATES

BUILDING: MD180050, MOD NO. 3, DATED 06/29/2018

INSTRUCTIONS AND WEEKLY PAYROLL CERTIFICATION FORMS

General Decision Number: MD180050 06/29/2018 MD50

Superseded General Decision Number: MD20170050

State: Maryland

Construction Type: Building

County: Washington County in Maryland.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	03/16/2018
2	06/15/2018
3	06/29/2018

ASBE0024-007 10/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 35.13	16.22

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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* BRMD0001-001 04/29/2018

	Rates	Fringes
BRICKLAYER	$ 31.36	10.78

CARP0340-001 04/01/2010

Washington County east to Anne Arundel County, Maryland

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging and Form Work Only)	$ 24.84	10.65
MILLWRIGHT	$ 27.91	10.90

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* ELEC0307-010 06/05/2018

	Rates	Fringes
ELECTRICIAN	$ 32.80	17.46

ENGI0037-025 04/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe, Excavator, Paver	$ 28.93	12.85+a
Crane	$ 30.99	12.85+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

IRON0568-016 05/01/2017

Northern Washington County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 26.81	19.46

IRON0568-017 05/01/2017

Southern Washington County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 28.31	19.46

LABO0616-013 05/01/2015

	Rates	Fringes
LABORER: Blaster, Demolition	$ 19.84	16.95
LABORER: Mason Tender (Brick, Cement/Concrete)	$ 19.84	16.95

PAIN0051-004 06/01/2018

	Rates	Fringes
Glaziers		
Glazing Contracts $2 million and under	$ 26.07	12.15
Glazing Contracts over $2		

million	$ 30.31	12.15

PAIN0051-017 06/01/2017

	Rates	Fringes
PAINTER (Brush, Roller, Drywall Finisher/Taper)	$ 25.06	9.66

PLAS0039-009 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.23	10.95

PLUM0486-020 04/01/2017

All areas East of Hancock, Maryland

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)	$ 39.20	19.19
PLUMBER	$ 39.20	19.19

PLUM0489-007 11/01/2017

All areas west of Hancock, Maryland

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)	$ 32.18	14.18
PLUMBER	$ 32.18	14.18

SFMD0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 34.40	19.24

SHEE0100-022 11/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)		
0-41 miles from City Hall, Cumberland, Maryland	$ 24.29	21.07
41-65 miles from City Hall, Cumberland, Maryland	$ 25.29	21.07
66+ miles from City Hall, Cumberland, Maryland	$ 26.29	21.07

TEAM0453-005 11/01/2017

	Rates	Fringes
TRUCK DRIVER: Dump Truck		

10 to 15 yard capacity	$ 22.49	19.61
9 to 10 yard capacity	$ 22.24	19.61
Over 15 yard capacity	$ 22.84	19.61
Under 5 yard capacity	$ 21.96	19.61
TRUCK DRIVER: Tractor Haul Truck	$ 22.84	19.61

SUMD2010-084 04/30/2010

	Rates	Fringes
CARPENTER, All other work	$ 19.66	3.17
IRONWORKER, ORNAMENTAL	$ 23.80	11.63
LABORER: Common or General	$ 12.83	1.99
LABORER: Grade Checker	$ 16.00	2.90
LABORER: Landscape	$ 10.00	0.00
LABORER: Mason Tender - Stone	$ 14.03	0.00
LABORER: Mortar Mixer	$ 16.61	9.08
LABORER: Pipelayer	$ 15.18	5.58
OPERATOR: Asphalt Roller	$ 21.35	5.38
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 18.63	8.78
OPERATOR: Boom	$ 21.44	8.29
OPERATOR: Bulldozer	$ 18.89	8.60
OPERATOR: Forklift	$ 17.08	2.69
OPERATOR: Gradall	$ 20.50	8.74
OPERATOR: Grader/Blade	$ 16.75	5.79
OPERATOR: Loader	$ 19.32	7.68
OPERATOR: Roller excluding Asphalt	$ 18.60	8.10
PAINTER: Spray	$ 21.71	6.77
ROOFER	$ 20.30	4.70
SHEET METAL WORKER (Metal Roofs Installation)	$ 20.71	6.23
TILE FINISHER	$ 17.32	0.00
TILE SETTER	$ 21.38	4.65

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

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
			O											
			S											
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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 231 OF TITLE 31 OF THE UNITED STATES CODE.

United States Department of Labor

Wage and Hour Division

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

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

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Paym ent of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to app roved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state " *See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, 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 of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option – depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

>

Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee

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

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No._____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____; That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the (Name of Local Authority) _____ a new certificate appointing some other person for the purposes hereinabove stated.

_____
(Identifying Signature of Appointee)

Attest (If required)

_____
(Name of Firm or Corporation)

_____ By _____
(Signature) (Signature)

_____ _____
(Title) (Title)

_____ _____
(Date: mm/dd/yyyy) (Date: mm/dd/yyyy)

Note: This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

Date:_____ Work Project No._____

To:_____ _____

_____ _____

_____ _____

Subject: Breakdown of Employee Fringe Benefits

The following interpretation is offered on payment of fringe benefits paid to employees by contractor performing HUD funded work for the Housing Authority.

The Fringe benefit provisions of the Davis-Bacon Act include the basic hourly rate of pay and the amount of contribution irrevocably made by Contractor or Subcontractor to a third person pursuant to a fund, plan or program.

The Act EXCLUDES fringe benefits that a contractor is OBLIGATED to provide by law.

Please provide a breakdown of the fringe benefits for the following work classification(s).

Respectfully,

Debra E. Miller
Modernization Coordinator

/dem

Employee Name:_____
Social Security No._____

CLASSIFICATION	HOURLY BASE RATE	HOURLY FRINGE RATE	QUALIFIED FRINGES HOURLY BREAKDOWN	EXCLUDED FRINGES HOURLY BREAKDOWN
_____	_____	_____	Health /Welfare Ins_____ Pension_____ Trades_____ COLA_____ Life Ins_____ Apprenticeship_____ Vacation Pay_____ Holiday Pay_____	Unemployment Comp_____ S.S. Employer ½ _____ S.S. Employee ½ _____ Workers' Comp_____ Travel/Mileage_____

TOTAL FRINGES $_____ ÷ by the No. of working hrs/yr. (2080 hrs) =
$_____/hr Fringe Benefits

CERTIFIED TRUE & CORRECT

/s/_____
(Official) (Title) (Date)

SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of work.

B. Contractor's use of site and premises.

C. Owner's occupancy.

D. Contractor's responsibilities.

E. Construction Period.

1.02 DESCRIPTION OF WORK

A. Remove existing 6,000-gallon fuel oil tank at Walnut Towers 'A' Building.

B. Fuel oil has been removed from existing tank, however, sludge and/or other fuel oil residue may still be inside tank.

1.03 CONTRACTOR'S USE OF SITE AND PREMISES

A. Access to the site: Limited from 8:00 AM to 4:30 PM, Monday through Friday. No work on Saturdays, Sundays, or Holidays, unless approved, in writing, by the Authority. The Housing Authority's 'Holidays' are: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day, and Christmas Day. When a holiday falls on a weekend, either the Friday prior to, or the Monday following shall be considered the holiday. Confirm exact date with the Owner.

B. Owner will issue notices to the residents at least 48 hours prior to starting work.

C. Owner to arrange temporary parking to visitors and residents of Walnut Towers.

1.04 OWNER OCCUPANCY AND SAFETY

A. The Owner and the residents will occupy 'A' Building during the entire period of construction.

B. Be cognizant of residents and their safety.

C. Rope off and barricade work area.

D. Do not leave equipment and hand tools unattended. HHA is not responsible for lost or missing items.

E. Report any issues with residents to HHA immediately.

1.05 QUALITY OF WORK

A. All work shall meet or exceed industry standards and shall be of high quality. Only experienced and qualified installers shall be assigned to this work.

1.06 INSURANCE

A. Contractor shall furnish to the Owner at the start of work a Certificate of Insurance listing the Hagerstown Housing Authority as 'certificate holder' and 'additional insured' in the amounts indicated in other specification section.

1.07 STORED MATERIALS

A. No materials shall be stored on site. There will be no payment for materials stored at other locations.

1.08 PAYMENT

A. Contractor may submit a monthly invoice for payment for the work completed. Retainage will not be withheld.

1.09 PERMITS/REGULATORY AGENCIES

A. Contractor shall obtain and pay for all required permits.

B. Contractor shall coordinate work with the Maryland Department of the Environment, obtain required inspections.

END OF SECTION

1.01 QUALIFICATIONS/PERMITS

A. Obtain and pay for all required permits.

B. All work to be in accordance with applicable governmental codes, regulations and industry standards.

1.02 ACCEPTANCE OF QUOTES

A. The Authority reserves the right to accept or reject any quotes.

1.03 PAYMENT

A. Contractor may invoice the Owner monthly for work completed. The Contractor may use own invoice and shall include the following:

1. Date of Invoice
2. Invoice Number
3. Period for work completed
4. HHA Project Name
5. HHA Project Number
6. HHA Purchase Order Number
7. Description of work performed
8. Cost breakdown by community, if applicable
9. Percentage of work completed at each community (if applicable)

B. Retainage will not be withheld.

C. Payment is usually made within two (2) weeks.

1.08 INSURANCE REQUIREMENTS

A. Furnish the Owner, no later than the pre-construction meeting, a 'Certificate of Insurance' listing the Hagerstown Housing Authority as 'certificate holder' and 'additional insured', in the minimum amounts indicated in the Request for Quotes documents. In addition, certificate of insurance shall list Hagerstown Housing Authority as "additional insured".

1.09 CHANGE ORDERS

A. Contractor is not to proceed with any changes without prior Owner written approval.

B. Owner may submit a Proposal Request which includes: Detailed description of change with supplementary or revised drawings and specifications.

C. Contractor may initiate a change by submittal of a request to the Owner describing the proposed change with a statement of the reason for the change.

D. Owner will prepare Change Orders for execution as warranted.

1.10 CLOSEOUT PROCEDURES

A. Submit written certification that:

1. All work is completed in accordance with the RFQ documents.

2. All deficiencies, Punch List, have been corrected.

B. The last payroll report shall be marked as "FINAL".

C. Contractor to submit Final Invoice.

END OF SECTION

CFP 517-03
WALNUT TOWERS
UST TANK AND PIPING REMOVAL

A. SCOPE:

1. This project consists of the Contractor providing all labor, equipment, materials, supplies, insurance, permits etc., necessary to remove an existing underground fuel oil storage tank and interior (inside the building) supply lines to the two furnaces at the Hagerstown Housing Authority Walnut Towers facility, at 12 South Walnut Street, Hagerstown, Washington County, MD 21740.

2. The proposed project shall include, but is not limited to the following:

   a. Remove one 6,000 gallon underground fuel oil storage tank to include all piping, including piping inside of the facility to the furnaces.

   b. Backfill excavation in paved areas with local fill such as shale or well graded crushed aggregate in fills having loose thickness of twelve (12) inches if compacted by heavy compaction equipment and four (4) inches if compacted by hand-operated tampers or light compaction equipment.

   c. In non-traffic areas, backfill excavations with clean fill in four (4) inch lifts, apply 4" minimum topsoil, seed, mulch, etc., to re-establish turf.

   d. Restoration of all disturbed surfaces.

B. QUALIFICATIONS OF THE CONTRACTOR:

1. The Contractor shall be licensed in the State of Maryland as a General Contractor and in accordance with COMAR regulations to perform work associated with this contract.

2. The Contractor shall have a minimum of three (3) years of experience performing similar construction projects.

3. Upon request, the Contractor shall supply to the Hagerstown Housing Authority (HHA) a list of similar projects, which have been successfully completed by the Contractor.

4. Work associated with the removal of existing underground fuel oil storage tank shall be performed by a licensed tank removal contractor approved by Maryland Department of the Environment.

C. **SITE INSPECTION:**

1. All prospective bidders MUST attend the Pre-bid conference meeting and familiarize themselves with the requirements for the project. Failure to attend the Pre-bid conference meeting, or visiting the site by appointment will disqualify the bidder.

2. Individual site visits can be arranged with Chris Howlett, Director of Properties, HHA at 301-733-6911 extension 160.

3. The pre-bid meeting is scheduled for August 27th @ 9:30 a.m. at the south eastern parking lot of 12 South Walnut Street, Hagerstown, MD.

4. Any individual site inspections must be done before August 29th @ 4:00 p.m.

5. Bids are due by September 7th @ 4 p.m.

D. **SCHEDULE OF WORK:**

1. Work shall be scheduled through and approved by the HHA. The Contractor shall perform all work Monday through Friday during the normal working hours of 8:00 AM to 5:00 PM, unless approved by the Hagerstown Housing Authority in writing.

2. The Contractor shall notify the HHA seven (7) days prior to his start of work. He shall coordinate with the HHA the dates of the Work Initiation Conference, the work, and any closures required.

3. Use of the premises by the Contractor is to be limited to specified work areas and approved storage areas.

E. **STANDARDS AND CODES:**

1. All work shall be performed in a first class workmanship manner in accordance to standards of the trade.

2. All work shall be performed in accordance with the Maryland Department of the Environment Regulations.

3. The Contractor shall comply with OSHA (Occupational Safety and Health Administration) and MOSHA (Maryland Occupational Safety and Health Administration) regulations regarding construction safety and health standards throughout the duration of this project.

4. All work shall be performed in accordance with applicable code requirements and standards as defined by the Maryland Code Administration (Maryland Building Performance Standards" (MBPS) and the latest editions of the:

International Building Code (IBC)
International Residential Code (IRC)
International Plumbing Code (IPC)
International Mechanical Code (IMC)
National Electric Code (NEC)
International Energy Conservation Code (IECC)
Maryland Accessibility Code (MAC)
National Fire Protection Association IOI Life Safety Code (NFPA)

and any local amendments or modifications to the standards made by the authority having jurisdiction which may be applicable to the work

F. MATERIALS AND SUPPLIES:

1. General:

   a. All Materials shall be as specified or approved equal by the Project Engineer and HHA.

   b. Once the project has been awarded, and prior to ordering any materials, the Contractor shall submit to the HHA for approval, material submittals, for the material specified.

   c. All materials shall be new and where applicable, shall be delivered to the job site with labels intact and legible.

   d. The Contractor shall be responsible for the coordination, off-loading and proper storage of all materials and supplies up until the time of final inspection.

   e. Materials shall be stored in a safe area out of the way of traffic. Any on-site storage location shall be approved by the HHA prior to the storage of any materials on-site. All materials shall be stored up off the ground surface and should be protected from the weather with a waterproof covering. Any special storage instruction required by the material manufacturer shall be performed by the Contractor as if specified herein.

   f. Any materials or supplies which have not been specifically mentioned, but are necessary for the complete, safe and satisfactory completion of the project, shall be provided by the Contractor as if specified herein.

2. Specifies:

   a. Excavation backfill material: shall be a clean compactable fill free of large rocks, limbs, stumps or other debris.

   b. Topsoil: shall be screened topsoil.

   c. Grass Seed: shall be 80% Kentucky 31, 10% annual rye, and 10% perennial rye.

   d. Mulch: shall be SHA-approved "straw" mulch.

   e. Additional specifications may be shown on the design plans.

G. **METHOD OF WORK:**

1. General:

   a. All work shall be as called for in these written specifications and the design plans.

   b. The Contractor shall coordinate all work with the various trades and material suppliers in order to complete the project expeditiously within the time limits of the contract. The exact sequence of construction shall be left up to the Contractor.

   c. All work shall be performed in the best and most professional manner possible by mechanics skilled in their respective trades.

   d. All work shall be performed to minimize disruption to facility operations. It is understood that the Contractor shall maintain accessibility throughout the project. Prior to starting work, the Contractor shall submit a work schedule for the entire project.

   e. The Contractor shall provide and install adequate barricades, signs, etc., necessary to insure public safety as approved by the HHA.

   f. At the end of each day, open excavations shall be properly backfilled and compacted in accordance to applicable sections of these specifications.

   g. The Contractor shall adhere to OSHA-MOSHA regulations throughout the project to insure the safety of his/her employees, HHA, residents of Walnut Towers and the public.

h. The Contractor shall maintain the work sites(s) in a safe, neat, and orderly manner throughout the entire project. The Contractor shall take steps to prevent the accumulation of debris at the job site(s).

H. WARRANTY AND GUARANTEE:

1. The Contractor shall fully guarantee the work covered under this contract for a period of two (2) years from the date of acceptance against defects in materials and workmanship.

2. Any defects found within the two (2) year warranty period shall be promptly repaired or replaced by the Contractor at no additional cost to HHA.

3. The Contractor shall provide the Project Manager all manufacturers' warranties for materials and systems used on this project.

4. Acceptance by the Project Manager of any procedures, materials, workmanship, or final product shall not relieve the Contractor of his contractual requirements.

5. All work is subject to the inspection and approval of the Project Manager.

I. GENERAL REQUIREMENTS:

1. The Contractor shall make his own arrangements at his own expense, coordinating with the Facility Manager and the Project Manager, for storage of materials and any construction yard he may require to execute this project.

2. Deviation from the manufacturer's instructions or this specification will not be acceptable.

3. The Contractor shall take all necessary precautions and measures to protect all properties from damage. The Contractor shall repair all damage caused by this project to all public and private property including roads, walks, curbs, utilities, trees, shrubs, plantings, etc., and leave the property in good condition and/or at least equivalent to the condition found.

4. The Contractor shall make arrangements to acquire any temporary utility service which may be required to perform this contract. Any expenses incurred must be paid by the Contractor.

J. DRAWINGS, SPECIFICATIONS AND TESTING

The following drawings are attached and shall be considered part of these specifications as if written herein:

1. Attachment 1 - Site Plan Walnut Towers Underground Storage Tank Removal

    a. Any work that has not been specifically mentioned but is reasonably implied and is necessary for the safe and satisfactory completion of the project shall be performed by the Contractor as is specified herein.

    b. Prior to performing any excavation work, the Contractor shall notify Miss Utility to mark all underground utilities. The Contractor shall perform excavation adjacent to existing utilities by hand to protect said existing utilities.

2. Specifics:

    a. Permits:

        1. The Contractor shall file for and secure all necessary permits from Maryland Department of the Environment and City of Hagerstown associated with the removal and disposal of the underground fuel storage tanks. The Contractor shall file for said permits within 10 days of award of the contract and prior to the tank removal date and notify the MDE representative 48 hours prior to the actual tank removal.

        2. All fees associated with Contractor provided permits shall be paid by the Contractor.

    b. Notification Requirements:

        1. The Contractor shall, in writing, notify the Maryland Department of the Environment (MDE) prior to the beginning of excavation for UST removal. Repeat this notification by telephone 48 hours before beginning excavation. The notification shall be made via telephone and letter to the following:

            Maryland Department of the Environment
            Compliance and Remediation Division
            1800 Washington Boulevard
            Baltimore, Maryland 21230

            Attention: Nick Psenicnik
            Telephone: (301) 665-2857

            Include the following information in the notification letter and telephone conversation with the above agency:

            Name and address of owner or operator.

Description of the facility where work is being performed.
Location of the facility where work is being performed.
Scheduled starting and completing dates of the project.
Nature of planned remediation and methods to be used.
Procedures to be used to comply with the requirements of applicable United States Environmental Protection Agency (USEPA) Regulations.
Name and location of the waste disposal and/or recovery site where the contaminated soil will be deposited and/or recovered. This site must be approved for disposal and/or recovery of contaminated soil by the USEPA and State or Local Regulatory Authorities.

2. The Contractor shall call "MISS UTILITY" at 1-800-257-7777 to obtain utility information at least 48 hours prior to excavation.

3. The Contractor shall provide at least 72 hours advance notice to HHA before commencing work.

TESTING REQUIREMENTS:

1. The Contractor shall incorporate in the Base Bid, all costs associated with disposal of tank and all removed material and piping including any contaminated soil.

2. This project must include up to 4 soil samples taken under the location of the tank area after it's removed. This must be coordinated with the MDE inspector on site.

3. Where applicable, locations of samples shall be as directed by the MDE Inspector. The Contractor shall collect all samples in accordance with standard sampling practices. White collecting samples, the employee shall take steps to prevent cross contamination by wearing new latex gloves for each sample taken.

4. All composite soil samples shall be tested by an approved testing lab. All soils shall be tested in accordance with the MDE requirements in effect at the time of this work.

K. LUMP SUM BID PRICE AND UNIT PRICES

A. Contractors shall submit quote on the Cost Quote Submission Form included in this solicitation.

End of Section

MARYLAND DEPARTMENT OF THE ENVIRONMENT

FORM NUMBER MDE/LMA/COM.039

30-DAY WRITTEN NOTIFICATION

MDE Oil Control Program

(9) ***Underground Storage Tank Information:***

Facility No.: _____

Tank Number	*Tank Capacity*	*Type of Product*	*Material of Construction* *Tank*	*Material of Construction* *Piping*	*Date Tank Last Used*	*Date Tank Last Tested*	*Pass or Failed?*	*Type of Test*

(10) ***Are there additional underground storage tanks at this facility not listed above?*** _____Yes _____No

(11) ***Certification***:

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this and all attached documents. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information submitted is true, accurate and complete. I understand this form may not be accepted by the Oil Control Program if the information is incomplete. (Complete items 1 through 11)

Signature of UST Owner/ Authorized Owner Representative: _____ ***Title:*** _____ ***Date:*** _____
(as listed in section 8 of this form)

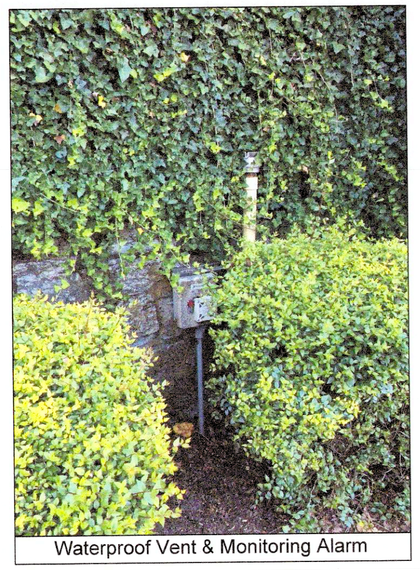
Notice: Collection of Personal Records – State Government Article § 10-624

This Notice is provided pursuant to § 10-624 of the State Government Article of the Maryland Code. The personal information requested on this form is intended to be used in processing your application. Failure to provide the information requested may result in your application not being processed. You have the right to inspect, amend, or correct this form. The Maryland Department of the Environment ("MDE") is a public agency and subject to the Maryland Public Information Act. This form may be made available on the Internet via MDE's website and is subject to inspection or copying, in whole or in part, by the public and other governmental agencies, if not protected by federal or State law.

DRAWING

FREDERICK, SEIBERT & ASSOCIATES, INC.

END PAGE

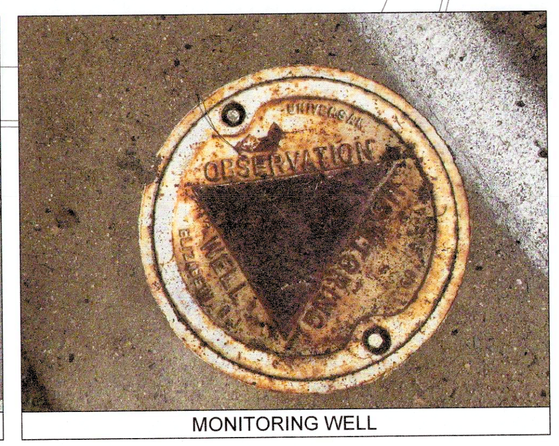


Waterproof Vent & Monitoring Alarm

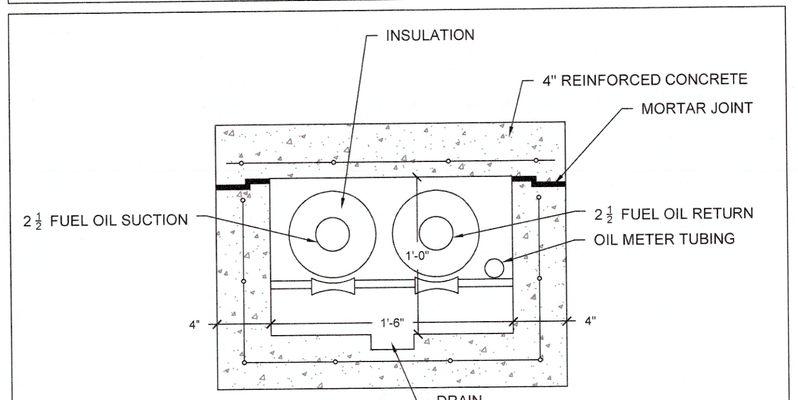
Underground Storage Tank (Under Concrete Area)

Underground Storage Tank

Underground Storage Tank



MONITORING WELL

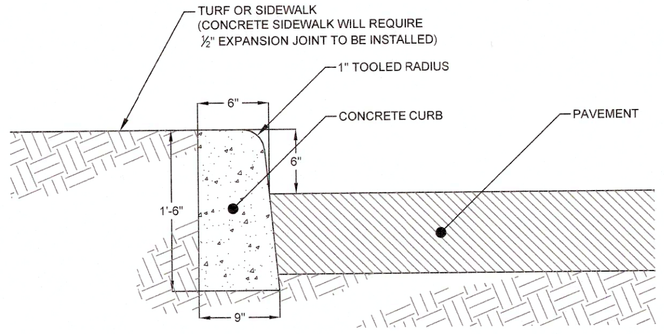


SECTION A-A (TO BE DRAINED & ABANDONED IN PLACE)

1 / C-101

NOT TO SCALE

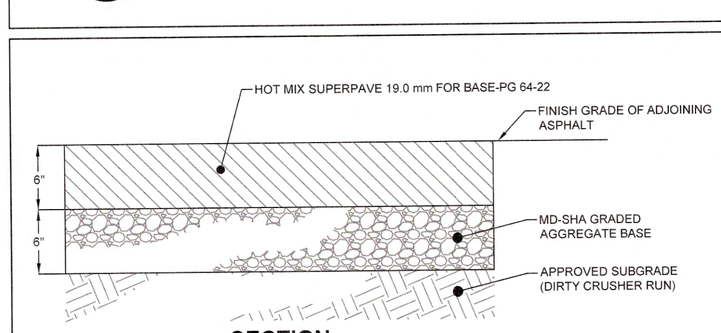
DETAIL OBTAINED FROM HOUSING FOR THE ELDERLY (1966 PLANS) BY MILLER, SCHUERHOLZ & ASSOCIATES, SHEET ME-1



CURB - PAVEMENT (IF APPLICABLE)

2 / C-101

NOT TO SCALE



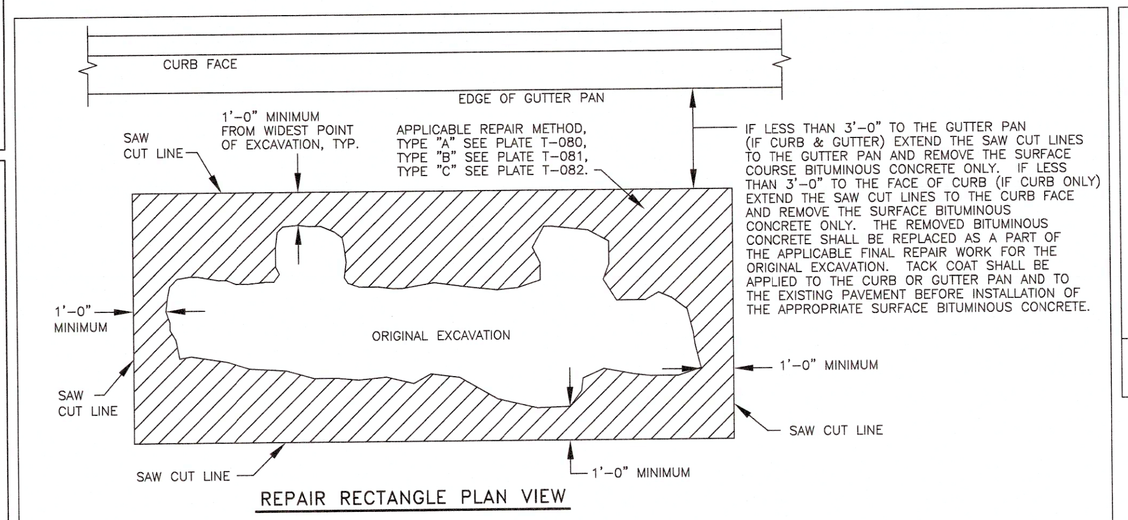
SECTION

NOTES:
The Asphalt Binder shall conform to AASHTO MP1-93 Table 1, Standard Specification for Performance Graded Asphalt Binder. Superpave mix designs shall be in conformance with AASHTO PP28-95, Standard Practice for Superpave Volumetric Design for HMA. The Performance Grading shall be achieved by the use of Neat Asphalt with polymer modification when needed.

PAVEMENT (TO REPLACE UNDER CONCRETE AREA)

3 / C-101

NOT TO SCALE



REPAIR RECTANGLE PLAN VIEW

NOTES

1. SAW CUT (4" MIN. DEPTH) THE EXISTING PAVEMENT TO ENCOMPASS THE ENTIRE EXCAVATION IN ONE UNIFORM RECTANGLE WITH 1'-0" MINIMUM OFFSET FROM THE FOUR EXTREME POINTS OF THE EXCAVATION EDGE. THE SAW CUT RECTANGLE SHALL BE PARALLEL TO THE CURB.
2. THE JOINTS FORMED BY THE REPAIR AT THE SAW CUT LINES SHALL BE SEALED WITH A BITUMINOUS SEALANT AFTER FINAL PAVEMENT INSTALLATION. BITUMINOUS SEALANT AND TACK COAT SHALL BE IN ACCORDANCE WITH MD DEPT. OF TRANS. S.H.A. "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS", LATEST EDITION, SECTION 913.
3. EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN KIND AFTER REPAIR IS COMPLETE.

CITY OF HAGERSTOWN, MARYLAND – ENGINEERING AND INSPECTIONS DEPARTMENT

ISSUE DATE: 01-01-03

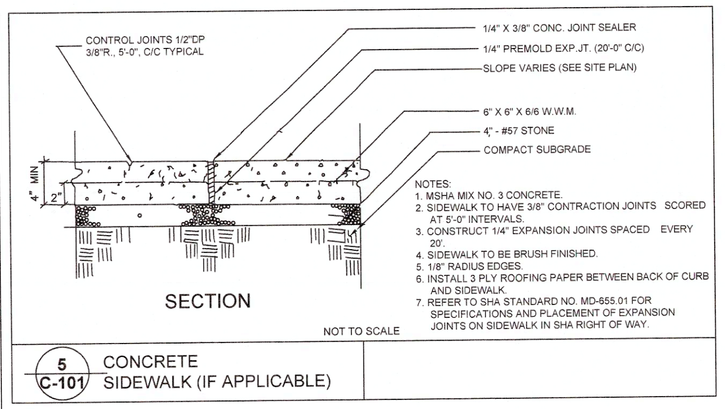
REVISIONS

4 / C-101

TRANSPORTATION STANDARD DETAIL
SAW CUTTING & REPAIR REQUIREMENTS
FOR A SINGLE STREET REPAIR

Plate T-085

© CITY OF HAGERSTOWN, MD, 2002



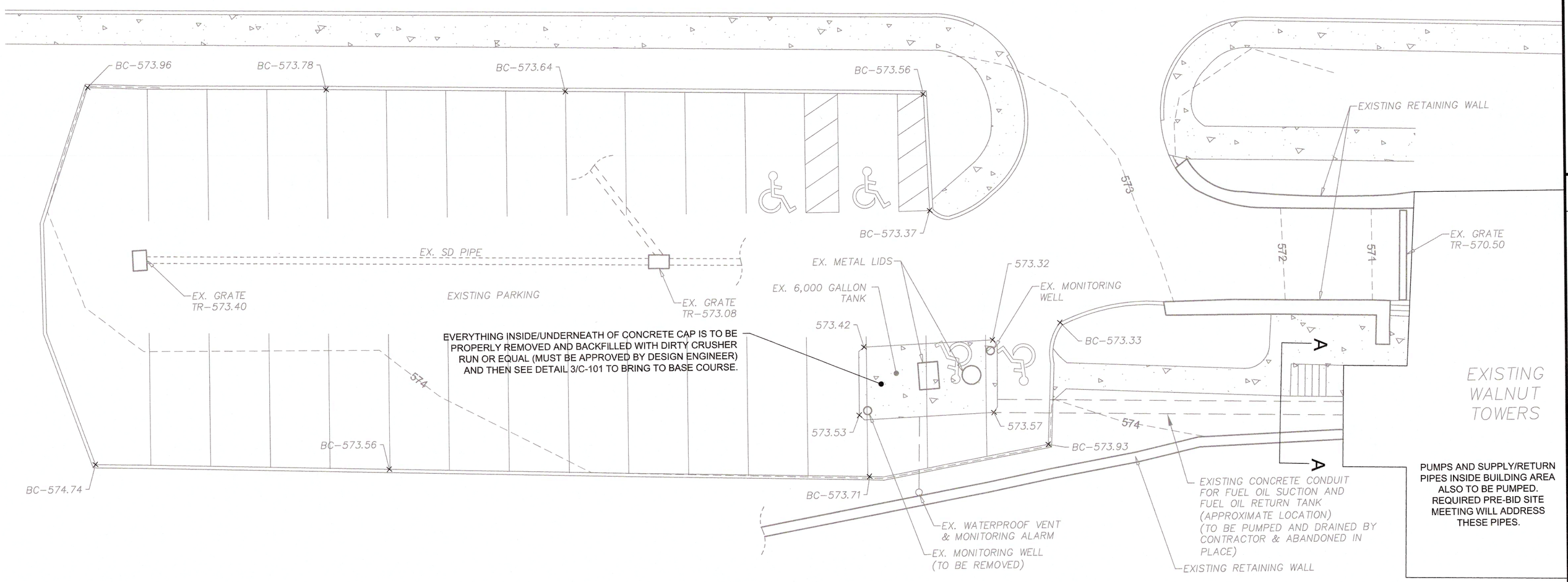
NOTES:
1. MSHA MIX NO. 3 CONCRETE.
2. SIDEWALK TO HAVE 3/8" CONTRACTION JOINTS SCORED AT 5'-0" INTERVALS.
3. CONSTRUCT 1/4" EXPANSION JOINTS SPACED EVERY 20'.
4. SIDEWALK TO BE BRUSH FINISHED.
5. 1/8" RADIUS EDGES.
6. INSTALL 3 PLY ROOFING PAPER BETWEEN BACK OF CURB AND SIDEWALK.
7. REFER TO SHA STANDARD NO. MD-655.01 FOR SPECIFICATIONS AND PLACEMENT OF EXPANSION JOINTS ON SIDEWALK IN SHA RIGHT OF WAY.

SECTION

NOT TO SCALE

5 / C-101 CONCRETE SIDEWALK (IF APPLICABLE)

SOUTH WALNUT STREET



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

UNDERGROUND TANK REMOVAL EXECUTION:

1. CONTRACTOR TO CONTACT AND COORDINATE ALL WORK WITH MDE AND OBTAINING ALL NECESSARY PERMITS.
2. CONTRACTOR TO ASSURE PROPER SAFETY PROTOCALS.
3. CONTRACTOR IS TO MAINTAIN EXISTING EXITS FROM THE EXISTING BUILDING. CONTRACTOR TO PROVIDE ACCESS TO EXISTING PARKING LOT.
4. CONTRACTOR TO REMOVE EXISTING TANK, PIPING AND ACCESSORIES WITH MINIMUM DISTURBANCE TO ALL EXISTING SIDEWALK AND PAVEMENT STRUCTURES.
5. CONTRACTOR TO REPAIR AND/OR REPLACE ALL SURFACE TO ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER.

NOTES:

1. BID TO INCLUDE 4 SOIL SAMPLES
2. CONTRACTOR TO GIVE 30 DAYS NOTICE BEFORE TANK CAN BE REMOVED
3. CONTRACTOR OR SUB CONTRACTOR MUST BE CERTIFIED FOR TANK REMOVAL

FREDERICK SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
MEMBER NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
209 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225 (717) 597-2111
101 NORTH HANOVER STREET, CARLISLE, PENNSYLVANIA 17013 (717) 697-3697
(301) 797-3600 (301) 416-1435 www.fsa-inc.com

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Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland License No. 14900 Expiration Date: 09-12-2020

August 20, 2018

DATE:
DESCRIPTION:
MARK:

Walnut Towers Underground Storage Tank Removal
Walnut Towers: 11 South Walnut Street
WASHINGTON COUNTY, MARYLAND
CLIENT:
City of Hagerstown
Hagerstown Housing Authority
35 West Baltimore Street Hagerstown, Md 21740

PROJECT NO: 5831.7
CAD DWG FILE: 5831.7 Site Plan.Dwg
DWN BY: BAW | DATE: 08-20-2018
CHK BY: FMF | DATE: 2018
TAX MAP: 306 | ELECTION DIST.:
SCALE: 1" = 10'

SHEET TITLE
SITE PLAN
C-101

SHEET 1 OF 1