

**INVITATION FOR BID**  
**(IFB)**

**CFP 521-11**  
**WALNUT TOWERS**  
**DECK AND RAIL REPLACEMENT**

**(CFP 521)**

For the

HAGERSTOWN HOUSING AUTHORITY  
35 WEST BALTIMORE STREET  
HAGERSTOWN MD 21740

SEAN GRIFFITH, EXECUTIVE DIRECTOR  
MSB ARCHITECTS, ARCHITECT



August 15, 2023

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## INVITATION FOR BID



## INVITATION FOR BID

August 15, 2023

1. **SEALED BIDS**

The Housing Authority of the City of Hagerstown, Maryland will receive bids until 1:00 PM current time, Thursday, September 28, 2023, at the Maintenance Office at Potomac Towers South, 11 West Baltimore Street, Hagerstown, Maryland 21740 at which time and place all bids will be opened publicly.

2. **SCOPE OF WORK**

CFP 521-11 – Walnut Towers Deck and Rail Replacement Project, 11-12 Walnut Street, Hagerstown, MD 21740. Scope of work includes but not limited to: Demolition and installation of the existing deck and rails in entirety. Miscellaneous general construction, etc as indicated on the plans and in the specs as required for a complete installation and ready for continuous use.

Drawings, Technical Specifications and Construction Oversight by Owner's Representative:

MSB Architects  
21 West Franklin Street  
Hagerstown, MD 21742  
301-797-17020  
msbarchitects.com

3. **DOCUMENTS**

Bonafide, qualified and responsible roofing contractors may receive one (1) complete set of specifications and drawings from the owner beginning August 15, 2023 at no cost to the contractor. Interested contractors may contact Dawn Bragunier, Modernization Coordinator, Email: [dbragunier@hagerstownha.com](mailto:dbragunier@hagerstownha.com), Phone: 301-733-6911, Ext. 168 to receive a solicitation package. Solicitation will be electronically submitted to contractors upon request.

Bonafide Contractors must be licensed by the State of Maryland

Copies of the solicitation are available for examination at:

A. Hagerstown Housing Authority  
11 W. Baltimore Street  
Hagerstown, MD 21740  
Maintenance Office, Maintenance Training Room  
HHA Website: [www.hagerstownha.org](http://www.hagerstownha.org)

4. **BID – FORMS REQUIRED TO BE SUBMITTED WITH BID**

- A. Bid Guarantee or Bid Bond in the amount of five percent (5%) of the bid amount shall be submitted with bid. The successful bidder will be required to furnish satisfactory Performance and Payment Bonds in accordance with the specifications.
- B. HHA Bid Form
- C. Qualification/Experience Packet
- D. Non-Collusive Affidavit
- E. Certification for Contracts, Grants, Loans and Cooperative Agreements
- F. Representations, Certifications and Other Statements of Bidders, Public and Indian Housing Programs

Also refer to "Supplement to the Instruction to Bidders and Bid Requirements.

The Housing Authority of the City of Hagerstown, Maryland, reserves the right to reject any or all bids or to waive informalities of the bid process. No bid shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids without the consent of the Housing Authority.

All Contractors shall insure that they and their subcontractors are not excluded from participating in federal contract work with HUD. Any contractor, or subcontractor, who is suspended or debarred by HUD, shall not be eligible for a Contract or Purchase Order award.

5. **QUALIFICATIONS**

To be considered a qualified, responsible contractor to perform this work, contractors must be able to satisfactorily document, in writing, past satisfactory performance in similar type work with similar time constraints. References will be checked by the Authority. Submit completed Contractor's Qualification Form with Bid Package.

The Authority has the exclusive right to determine if the contractor meets the qualification criteria. In the event the contractor is determined by the Authority to not be qualified, the contractor's bid bond shall be returned without penalty. The Authority shall then consider the qualifications of the next lowest bidder.

6. **CONSTRUCTION PERIOD AND LIQUIDATED DAMAGES**

- A. Anticipate Contract Award and Notice to Proceed by mid-October 2023
- B. Construction period shall not exceed ninety (90) calendar days.
- C. Actual construction period and Notice to Proceed shall be established by mutually agreed between the owner and the contractor.
- D. This construction work shall comply with warranty and temperature requirements for products and materials.
- E. Liquidated Damages, as described in the specifications apply and will be enforced.  
Liquidated damages are:
  - a) \$500/day for work in excess of ninety (90) calendar days.
- F. Work shall be completed once a contract has been awarded.

7. **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 wage rates for worker trades is included herein.

8. **SPECIAL CONSIDERATIONS**

PRE-BID CONFERENCE and SITE INSPECTION (weather permitting) will be held at the date and time noted below at the Maintenance Training Room, 11 West Baltimore Street, Hagerstown, Maryland (Potomac Towers South, east side, enter through the Maintenance Department):

**Thursday, September 7, 2023 @ 10:00 AM**

Contractors unable to attend the Pre-Bid Conference and Site Inspection on the day listed above may schedule a site inspection by contacting the undersigned to schedule an appointment.

All Contractors are required to be familiar with the work and existing conditions prior to submitting a bid. Email or Fax (301-745-4893) questions to the undersigned (owner) or Architect prior to 2PM, Monday, September 11, 2023. An addendum will be issued, if required.

The Housing Authority of the  
City of Hagerstown, Maryland

Chris Howlett  
Director of Properties  
E.O.E.  
Email: [chowlett@hagerstownha.com](mailto:chowlett@hagerstownha.com)  
Phone: 301-733-6911, Ext. 160  
Fax: 301-745-4893

/dmb  
8/15/2023

BID  
ADVERTISEMENT

**ADVERTISEMENT**  
**INVITATION FOR BIDS**

The Housing Authority of the City of Hagerstown, Maryland, 35 W. Baltimore Street, Hagerstown, MD 21740 will receive bids from qualified, responsible contractors until 1:00PM current time, Thursday, September 28, 2023, for the Deck and Railing Replacement Project, 11-12 Walnut Street, Hagerstown, MD 21740. Walnut Towers is a two- building high rise apartment complex. The “A” Building has 102 apartments and the three story “B” Building has 48 apartments. Anticipate award of contract to successful contractor by mid-October, 2023. Construction period will be discussed once the contract is awarded. The actual construction start date will be established by mutual agreement between the owner and the contractor. Davis-Bacon wages for Washington County, Maryland and Liquidated Damages apply to this solicitation.

Electronic drawings and specifications are available upon request. Contact Dawn Bragunier, Modernization Coordinator, at telephone 301-733-6911 Ext. 168 or email: [dbragunier@hagerstownha.com](mailto:dbragunier@hagerstownha.com) for bid documents.

Sean Griffith  
Contract Officer

E.E.O.

BID  
FORM



**BID FORM**  
**CFP 521-11**  
**WALNUT TOWERS DECK AND RAILING REPLACEMENT**

To the Hagerstown Housing Authority  
35 W Baltimore Street  
Hagerstown MD 21740

Date: \_\_\_\_\_

Ladies / Gentlemen:

1. **BASE BID:** The undersigned having familiarized himself with the local conditions affecting the cost of the work, and with the Specifications including the Invitation for Bids, Instructions to Bidders, this Bid Form, Bid Bond or Bid Guarantee, form of Non-Collusive Affidavit, Certifications, form of Contract, and the form of Performance and Payment Bond(s), the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications, Drawings and Addenda, if any thereto, as prepared by the Owner/Architect, hereby proposes to furnish all labor, materials, equipment and services required to complete the work within the schedule as set forth in the contract documents for CFP 521-11 – Walnut Towers Deck / Rail Replacement Project dated August 15, 2023, all in accordance herewith, for the lump sum of:

A. Total Lump Sum Cost for Walnut Towers Building A and B:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures

2. **OWNER'S AWARD:** In submitting a bid, it is understood that the right is reserved by the Hagerstown Housing Authority to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed to, delivered to the undersigned within ninety (90) days after the due date thereof, at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.
3. **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 wage rates for worker trades is included herein. Submission of weekly payroll certification reports are required for general contractor, all subcontractors and all 2<sup>nd</sup>, 3<sup>rd</sup> or other tiered subcontractors as well as all insurance requirements noted in these specifications.
4. **CONSTRUCTION PERIOD:** In submitting the bid, it is understood that the contractor proposes to complete the total work in ninety (90) calendar days. Exact construction period shall be established by mutual agreement between the contractor and the owner,  
Assume contract award by mid-October 2023.
5. **BID GUARANTEE OR BID BOND:** Submitted with bid, is a fully executed Bid Bond or Bid Guarantee in the amount of five percent (5%) of item 1A. of this document. This is a requirement.  
Attached: ☐ Yes ☐ No
6. **PERFORMANCE AND PAYMENT BOND(S):** Contractor shall furnish Performance and Payment Bond(s) in accordance with the General Conditions and these specifications.

7. **NON-COLLUSIVE AFFIDAVIT:** Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted in accordance with the specifications.  
Attached: ☐ Yes ☐ No

8. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** By signing this Bid Form, the contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees, any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The contractor agrees that a breach of these certifications is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

9. **ADDENDA:** The following addendum(s) have been received: \_\_\_\_\_  
\_\_\_\_\_

10. The contractor has visited the site, attended the pre-bid conference and/or has familiarized himself/herself with existing conditions.  
☐ Yes ☐ No

11. Subcontractors. Add additional sheet if required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Rail / Deck Manufacturer: \_\_\_\_\_



Construction Firm License No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Place of Issuance \_\_\_\_\_

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

Dunn & Bradstreet No. \_\_\_\_\_

Construction Firm License No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Place of Issuance \_\_\_\_\_

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

Dunn & Bradstreet No. \_\_\_\_\_

**INDIVIDUAL PRINCIPAL**

In Presence of Witness:

\_\_\_\_\_

FIRM NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

**CO-PARTNERSHIP PRINCIPAL**

In Presence of Witness:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_ As to BY \_\_\_\_\_

\_\_\_\_\_ As to BY \_\_\_\_\_

\_\_\_\_\_ As to BY \_\_\_\_\_

**CORPORATE PRINCIPAL**

\_\_\_\_\_  
(Name of Corporation)

Attest:

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Secretary)

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

The bidder represents, and its condition precedent to acceptance of this proposal/bid, that the bidder has not been a party to any agreement to propose/bid a fixed or uniform price.

WITNESS:

\_\_\_\_\_  
(SEAL)

SUBSCRIBED AND SWORN TO Before me, a Notary Public of the State of \_\_\_\_\_

County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Please submit in duplicate)

BID GUARANTEE  
OR  
BID BOND

## **BID GUARANTEE**

Or

**(BID BOND)**

All bids must be accompanied by a negotiable bid guarantee, which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable letter of Credit (see provision 10, Assurance of Completion, page 3 of 4, Instructions to Bidders for Contracts Public and Indian Housing Programs, form HUD-5369 (10/2002)). Certified checks and bank drafts must be made payable to the order of The Housing Authority of the City of Hagerstown, MD. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid Guarantees submitted by unsuccessful bidders will be returned as soon as practical after the bid opening.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, as SURETY are held and firmly bound unto the Housing Authority of the City of  
Hagerstown hereinafter called the "HHA", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars,  
lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying  
bid, dated \_\_\_\_\_, 20\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

In presence of:

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address) \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address) \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Principal) \_\_\_\_\_

\_\_\_\_\_  
(Business Address) \_\_\_\_\_

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Power-of-attorney for person signing for Surety Company must be attached to the bond.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the Principal was  
then \_\_\_\_\_ of said corporation; that I know his signature, and his  
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for an on behalf of said  
corporation by authority of this governing body.

\_\_\_\_\_  
(Corporate Seal)

NON-COLLUSIVE AFFIDAVIT



# AFFIDAVIT

(General Contractor or Company submitting Bid)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_

(a partner or officer of the firm, etc.)

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

\_\_\_\_\_  
(Bidder- type or print company name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.



CERTIFICATION FOR CONTRACTS,  
GRANTS, LOANS  
&  
COOPERATIVE AGREEMENTS

**Certification for Contracts, Grants, Loans and  
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day \_\_\_\_\_, 2023.

NAME OF FIRM \_\_\_\_\_

By \_\_\_\_\_  
(signature of authorized official)

Title \_\_\_\_\_  
(authorized official)

Program Funded: FY201 (CFP 51)

OWNER-CONTRACTOR  
CONTRACT/AGREEMENT

EXHIBIT 6.2 MANDATORY CONTRACT CLAUSES  
ALL PURCHASES

HHA PURCHASE ORDER  
TERMS AND CONDITIONS





**THE HOUSING AUTHORITY  
OF THE  
CITY OF HAGERSTOWN, MD**

EXECUTIVE DIRECTOR  
SEAN GRIFFITH

**OWNER-CONTRACTOR CONTRACT/AGREEMENT**

for

CFP 521-11 – Walnut Towers Deck and Rail Replacement

WHEREAS, The Housing Authority of the City of Hagerstown has requested bids for Invitation for Bids, CFP 521-11 – Walnut Towers Deck and Rail Replacement

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 \_\_\_\_\_ 00/100 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. Invitation for Bid, dated 8/15/2023
  - b. Bid Form including Unit Prices - 4 Pages.
  - c. Owner Contractor Agreement - 2 Pages.
  - d. Mandatory Clauses and Purchase Order Terms and Conditions
  - e. Instructions to Bidders and Supplemental to Instructions to Bidders
  - f. General Conditions for Construction Contracts – Public Housing Programs form HUD-5370 and Supplemental to General Conditions, Section 00425
  - g. Section 3 Compliance
  - h. Davis-Bacon Wages
  - h. Administrative Requirements:
    - (1) Insurance Certificates, 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 Specification Requirements and Summary of Work
  - j. Drawings
  - k. Addenda (if any)
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 agreement 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 28, Contract Modifications and Paragraph 29 Changes, page 10 of the General Conditions for Construction Contracts (form HUD-5370) and HHA Supplemental page, Section 00425.

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 \_\_\_\_\_, 2023.

WITNESSES:

\_\_\_\_\_  
Company

\_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
Company Official/Title

THE HOUSING AUTHORITY OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
Carolyn W. Brooks, Chairperson

\_\_\_\_\_  
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 Purchaser 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 be 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, 5<sup>th</sup> 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

**EXHIBIT 'P'**  
Continued  
02/01/2017

INSTRUCTIONS  
FOR  
PREPARATION  
OF  
PERFORMANCE AND PAYMENT  
BONDS  
AND  
BOND FORMS

INSTRUCTIONS FOR PREPARATION OF PERFORMANCE  
BOND (S)



INSTRUCTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BONDS

1. Only Surety companies listed on the Treasury Department Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, and all Supplements issued to the Circular.
2. The name of the Principal shall be shown exactly as it appears in the contract.
3. The penal sum shall not be less than required by the specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power of attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond shall be on or after the execution date of the contract.
9. The following information must be placed on the bond by the surety company.
  - a. The rate of premium in dollars per thousand; and,
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.

**NOTE TO THE ARCHITECT:** A Performance Bond and a Payment Bond (often combined as one bond) are required. Bond forms should be included in the bid documents. Forms should not include provisions which modify the substance of the contract, or unreasonably restrict the liability of a surety.

Moreover, unless required under State or Local Law, no provision should be included which:

- a. Requires arbitration of disputes in conflict with the provisions of Paragraph 10 of the printed General Conditions.
- b. Reduces the time within which laborers and materialmen must pursue their claim.
- c. Prescribes notice of claim and the parties to whom it must be directed.
- d. Limits the jurisdiction or courts where claims may be pursued; or,
- e. Otherwise deprives laborers and materialmen of the full benefit of applicable law.

On each form, the following shall appear beneath the signature space for corporate surety and ahead of the space for "Certificate as to Corporate Principal".

"The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charged is \$\_\_\_\_\_.

(The above is to be filled in by surety company, and the power-of-attorney of person signing for the surety company must be attached.)"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ as SURETY, are held  
and firmly bound unto the Housing Authority of the City of Hagerstown in the penal sum of \_\_\_\_\_  
\_\_\_\_\_

Dollars (\$\_\_\_\_\_) for payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain  
contract with the Housing Authority for the City of Hagerstown, dated \_\_\_\_\_, 20\_\_\_\_,  
for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and  
agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Housing  
Authority for the City of Hagerstown and fulfill all the undertakings, covenants, terms, conditions, and agreement of any and all duly  
authorized modifications of said contract, notice to surety being hereby waived, then this obligation to be void, otherwise to remain in  
full force and virtue.

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_(SEAL)  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_(SEAL)  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)



PERFORMANCE BOND (continued)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
(Individual Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ (SEAL)  
(Individual Surety)

\_\_\_\_\_  
(Business Address)

-----

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

-----

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

-----

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charged \$ \_\_\_\_\_.

(The above must be filled in by the Corporate Surety.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
Housing Authority for the City of Hagerstown, in the penal sum of  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain  
contract with the Housing Authority for the City of Hagerstown dated \_\_\_\_\_, 20\_\_\_\_,  
for \_\_\_\_\_

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and  
material in the prosecution of the work provided for in said contract, and any and all duly authorized  
modifications to the Surety being hereby waived, then this obligation to be void, otherwise to remain  
in full force and virtue.

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

IN THE PRESENCE OF

\_\_\_\_\_  
(Address)

\_\_\_\_\_(SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By \_\_\_\_\_  
(Affix Corporate Seal)

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PAYMENT BOND (continued)

ATTEST:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charged \$ \_\_\_\_\_.

(The above must be filled in by the Corporate Surety.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

# CONTRACTOR QUALIFICATION FORM

**CONTRACTOR'S QUALIFICATION FORM**

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Contact Name (during bidding period) \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Type of Organization (proprietorship, corporation, partnership, etc.) \_\_\_\_\_

Name of Principal Officers: \_\_\_\_\_

Years in business \_\_\_\_\_

Annual gross volume \$ \_\_\_\_\_

References: (List references for jobs of similar scope/size/schedule)

<u>Company Name</u>	<u>Contact</u>	<u>Phone No.</u>	<u>Description of Services Performed</u>	<u>Date</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

(Use additional pages as required.)

List work similar to the work specified herein: (must be work that involved tenant occupancy during work. State time to complete each unit, scope of project, total time to complete work.) Add additional pages as required.

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

(Use additional pages as required.)



Number of full time employees to be assigned to this job: \_\_\_\_\_

Number of part time employees to be assigned to this job: \_\_\_\_\_

Describe organization of materials and labor and approach to completing the work in minimal time. Use additional pages if necessary. Supply additional information expediently if requested by Owner.

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Has HUD ever disbarred the company or any of its principal or corporate officers? Yes \_\_\_ No \_\_\_  
How does your company handle manning the job when regular employees do not show for work? \_\_\_\_\_

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How do you control substance abuse among your employees? No shows? \_\_\_\_\_

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Name of the superintendent assigned to oversee quality control, staffing, and production: \_\_\_\_\_

Qualifications of superintendent: \_\_\_\_\_

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Have you ever been unable to successfully complete a contract? If "yes", explain \_\_\_\_\_

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Are you a minority firm? Yes \_\_\_ No \_\_\_

Are you a woman owned business? Yes \_\_\_ No \_\_\_

Are you a small business? Yes \_\_\_ No \_\_\_

How will you attempt to hire tenants from the Authority communities (Section3)? \_\_\_\_\_

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Company Name: \_\_\_\_\_

Name of Person Completing Form: \_\_\_\_\_

Signature

Position

Date

INSTRUCTIONS TO BIDDERS  
FOR  
CONTRACTS PHA/IHA PROGRAMS  
(FORM HUD-5369 10/2002)

SUPPLEMENT TO THE INSTRUCTIONS



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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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



## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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



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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**SUPPLEMENTAL CONDITIONS TO THE 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.”

REPRESENTATION, CERTIFICATIONS  
&  
OTHER STATEMENTS OF BIDDERS  
(FORM-5369-A (11/92))

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

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



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

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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



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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

GENERAL CONDITIONS CONSTRUCTION  
CONTRACTS,

(FORM HUD-5370, 1/2014)

SUPPLEMENTAL TO GENERAL CONDITIONS



# General Conditions for Construction Contracts - Public Housing Programs

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

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
  - (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
  - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
  - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
  - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
  - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
  - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
  - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
  - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

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

## 2. Contractor's Responsibility for Work



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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed of the work, and that it has investigated and satisfied itself

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

#### 6. Construction Progress

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

#### 7. Site Investigation and Conditions Affecting the Work

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



- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be



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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

machinery and mechanical and other equipment.

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

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

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

#### 12. Permits and Codes

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



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

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

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

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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



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

#### 17. Temporary Buildings and Transportation of Materials

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

#### 18. Clean Air and Water

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

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of

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



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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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



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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

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

#### 26. Order of Provisions

accordance with the terms and conditions of the

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

#### 27. Payments

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

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

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

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

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

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

Name:

Title:

Date:

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



Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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



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

### 30. Suspension of Work

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

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

### 31. Disputes

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

### 32. Default

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



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

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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



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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

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

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

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

### 39. Equal Employment Opportunity

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

#### 45. Examination and Retention of Contractor's Records

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

#### 46. Labor Standards - Davis-Bacon and Related

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

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



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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

(c) Payrolls and basic records.

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



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

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under



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



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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

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

1. Clause 9(a). Change line 7 to read, "the more stringent requirement shall govern. In case of discrepancy in the figures,".
2. Clause 11(a). Line 2, after "shall be new" add , "of recent manufacture,".
3. Clause 11(a). Add: Comply with Section 01630, Product Options and Substitutions.
4. Clause 11 Add the following para. 1.(d) Hazardous Chemical Measures.
  - (1) As an employer the Contractor is responsible for requesting information and Material Safety Data Sheets (MSDS) for all chemicals used in work projects to which employees may be exposed.
  - (2) Contractor's employees have the right to review the Housing Authority's safe chemical and information procedure booklet (Hazard Communication Standard Program) at any time they are working at the Housing Authority.
  - (3) It is the Contractor's obligation to inform the Housing Authority at any time hazardous chemicals are brought or used upon Housing Authority property and to provide the Authority with a copy of the MSDS sheet for any hazardous chemical which is brought or used upon Authority property. A copy of the above required MSDS sheet is to be provided to both the Staff Architect and the Maintenance Director prior to any hazardous chemicals being brought or used upon Authority property.
5. Clause 13. Add paragraph (f) "Contractor shall indemnify owner against any and all loss, claims, suits or judgments [including costs and attorneys' fees] for or on account of injury to or death of persons, damage to or destruction of property belonging to either owner or others [contractor hereby agreeing to repair or replace such property belonging to either owner or others [contractor hereby agreeing to repair or replace such property if requested so to do by owner] occurring by reason of the act or omission or neglect of contractor, contractor's employees, or agents [including subcontractors] in connection with the performance of this agreement.
6. Clause 24. Add "The Contractor and all Subcontractors will be required to submit a signed Stipulation Against Liens form prior to on-site work."
7. Clause 25. Add "Contract period shall be as stated on the Bid/Proposal Form".
8. Clause 26. Change paragraph to read "In the event of a conflict between general conditions, supplemental conditions, specifications or drawings, the more stringent requirement as determined by the Contracting Officer, shall prevail. In the event that these documents conflict with Local, State or Federal laws or regulations, the law or regulation shall prevail if the law or regulation is more restrictive."
9. Clause 27(f), Fourth line: Delete "except that". Delete lines 4 thru 12.
10. Clause 27(g), after "bonded warehouse", delete "storage yard, or similar suitable place".
11. Clause 31. DISPUTES. Add "paragraph (g). 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."
12. Clause 32. DEFAULTS. Add to paragraph (a): "Costs to include legal fees, court costs and damages."
13. Clause 33(a), see each Summary of Work for liquidated damages.
14. Clause 50. Use of American Products. Add the following paragraph: "(a) Purchase of American-Made Equipment and Products. To the greatest extent possible, all equipment and products purchased with funds made available in the Act should be American made."



## NOTICE TO PROCEED

## NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: CFP 521-11 Walnut Towers Deck and Rail  
Replacement

You are hereby notified you are to be ready for \_\_\_\_\_ to enter your unit at 8A.M. on the date of their notice to commence work on your kitchens. The tenant will be charged should the construction crew unable to access the work.

Owner: Hagerstown Housing Authority

By \_\_\_\_\_  
Chris Howlett

Title \_\_\_\_\_ Director of Properties

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

By \_\_\_\_\_  
Company Name

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By \_\_\_\_\_

Title \_\_\_\_\_



MINORITY & FEMALE ENTERPRISES EFFORTS  
AND SMALL BUSINESS CONCERNS, BY  
AMERICAN, EQUAL OPPORTUNITY

SECTION 3 GOAL

SECTION 3 PROGRAM  
REQUIREMENTS

### Section 3 Goal

The following summarizes the Housing Authority of the City of Hagerstown's Goal of hiring housing authority residents and/or other low income persons and vendors.

WHEREAS, the Housing Authority of the City of Hagerstown will implement a policy in the Procurement Procedures which will require the utilization of residents of the Housing Authority of the City of Hagerstown by contractors, through either direct employment or by providing other business-related opportunities in compliance with Section 3 of the regulations set forth at 24 CFR Sections 135.1 et seq., as amended.

When evaluating a bid for contracting work over \$150,000, the Housing Authority will recognize compliance when **10%** of the payroll attributable to the contract is earned by housing authority residents. The failure of a contractor to achieve this goal may be waived by the Executive Director only under the following circumstances:

1. The contractor can establish that its contract with the housing authority will result in too few new hires to reach the full goal and can demonstrate that its work force is composed of permanent employees as evidenced by the past six month's payroll; or
2. The contractor can establish that it cannot meet the goal by filling positions created by its contract with the housing authority residents after outreach there are insufficient numbers of qualified residents; or
3. The contractor can only, for good cause, partially meet the goal and has offered additional resources for training of housing authority residents.

Contractors are encouraged to comply with tenant and low income resident hiring and other efforts to the maximum extent possible in order to achieve Section 3 compliance.

Upon award of contract the contractor will be required to complete and submit "Section 3 Strategy and Affirmation Action Program" form. See form included in specification book.

## 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.

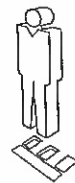
This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.

## 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:	\$44,700(1-Person)	\$63,850(4-Person)
	\$51,100(2-Person)	\$69,000(5-Person)
	\$57,500(3-Person)	\$74,100(6-Person)

#### “MEDIAN INCOME”

FY 2020 – The Local Median Income for the Hagerstown, Maryland area as published in the HUD User Website (<http://Huduser.org>) is \$79,800. (4-Person) as of 04/01/2020 per (HHA Housing Dept. Chart 04/01/2020) is \$63,850.

SEC3MBE 08/24/2020

EXHIBIT ‘U’

SECTION 3 STRATEGY  
AFFIRMATIVE ACTION PROGRAM  
IMPLEMENTING  
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT  
OF 1968

Employment Opportunities for Businesses  
and Lower Income Persons  
in Connection With  
HUD-Assisted Projects

CONTRACTOR'S NAME	PROJECT NAME
ADDRESS - ZIP CODE	PROJECT NUMBER
EEO OFFICER	PROJECT LOCATION (CITY, COUNTY, STATE)
AREA CODE - TELEPHONE NUMBER	CONSTRUCTION STARTING AND COMPLETION DATE

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Housing and Urban Development regulations implementing Section 3 of the Housing and Urban Development Act of 1968 require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

As evidence of Compliance, the undersigned certifies that he/she will:

- (1) take affirmative steps to hire and train lower income residents of the project area,
- (2) solicit the participation of businesses located in or owned substantially by persons residing in the area of the project, and
- (3) submit the attached Affirmative Action Program Implementing Section 3 of the Housing and Urban Development Act of 1968.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

PHA/Company \_\_\_\_\_



I. Projected Workforce Needs for This Project

On Table A, list all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

II. Determination of Project Area Boundaries

A. Address of Proposed Project:

\_\_\_\_\_  
\_\_\_\_\_

B. Below, indicate whether this project is located in a Renewal Area.

\_\_\_\_\_  
(specify)

The project area for purposes of this Section 3 Affirmative Action Plan is \_\_\_\_\_  
\_\_\_\_\_

III. Utilization of Lower Income Area Residents as Trainees

- A. For the building construction occupations, the number of trainees or apprentices for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of this project and in no event shall that number be less than the number of trainees or apprentices determined pursuant to regulations issued by the Secretary of Labor for each building construction occupation.
- B. For non-construction occupations or for any building construction occupations for which ratios are not determined pursuant to regulations of the Secretary of Labor, the number of trainees for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of this project.
- C. A determination of the maximum reasonable number of trainees to be used in each trade or occupation is given in Table A, Column 2, for each trade. Also give in Column 2 is the estimated project workforce at peak employment for each occupation or trade category to be used on this project.
- D. The contractor agrees to fill all vacant training positions with lower project area residents except for those training positions which remain unfilled after a good faith effort has been made.

IV. Utilization of Lower Income Residents as Employees

- A. The number of estimated positions in the various occupational categories which are currently occupied by regular, permanent employees is given in Table A, Column 3.
- B. The number of positions not currently occupied by regular, permanent employees is given in Table A, Column 4.
- C. This company's goal for the number of positions on this project to be filled by lower income residents of the Section 3 project area is stated in Table A, Column 5. (Each contractor is expected to make a good faith effort to fill all the positions identified in Table A, Column 4, with Lower Income Project Area Residents.)

- D. This company agrees to submit Table C. Actual Employment Workforce Breakdown, with the final request for payments. This information regarding employee characteristics will be forwarded to HUD.

V. Utilization of Businesses Located in or Owned in Substantial Part by Persons Residing in the Project Area

- A. In Table B, Column 1, list all contracts to be awarded, described by type of business or profession, to all businesses in connection with this Section 3 covered project. In column 2 (Table B), estimate the number of contracts of each type to be let. In Column 3, project the approximate total dollar amount for all contracts of each type.
- B. Based on the information give in Columns 1, 2, and 3 (Table B), and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4, and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.

VI. Specific Affirmative Action Steps

\_\_\_\_\_ - agrees to implement the following specific affirmative  
Name of Contractor

action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service.
- B. To prominently display a Section 3 Notice at the project site.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.



- I. To appoint or recruit an executive official of the company as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

As officers and representatives of \_\_\_\_\_  
Name of Contractor

we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



TABLE A

## ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Est. Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be Filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Hsg. Sales/Rental/Mgt.				
Officer/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Total				

\*Lower Income Project Area Residents. Individuals residing within the Section 3 determined project area boundaries whose family income does not exceed 90% of the medium income in the Standard Metropolitan Statistical Area (or the County if not within an SMSA) in which the Section 3 covered project is located.

---

 Company

---

 Project Name

---

 Project Number

---

 EEO Officer (Signature)

TABLE B

PROPOSED CONTRACTS BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contracts (Business or Profession)	Total No. of Contracts	Total Approximate Dollar Amt.	Estimated No. of Contracts to Project Area Businesses	Estimated Dollar Amt. to Project Area Businesses

---

 Company

---

 Project Name

---

 Project Number

---

 EEO Officer (Signature)

---

 Date



PROVISIONS AND PROCEDURES  
pertaining to  
EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS  
IN CONNECTION WITH FEDERAL ASSISTED PROJECTS  
in compliance with  
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Sec. 4.1 Purpose and Scope

The regulations set forth in this Part contain the procedures established by the Secretary of Housing and Urban Development for carrying out the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u.

Sec. 4.2 Definitions

"Section 3 covered projects" means any nonexempt project assisted by any program administered by the Secretary in which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community development, except as provided under Title 24, Part 135, Section 135.5, paragraph (M).

Sec. 4.3 Assurance of Compliance

Every contractor and subcontractor shall incorporate, or cause to be incorporated, on all contracts for work in connection with a Section 3 covered project, the following clause:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR---, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
-



- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the application for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR---. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR---, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR ---, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient for such assistance, its successors, and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as re specified by 24 CFR ---, 135.

#### Sec. 4.4 Bidding Procedures

Prior to the signing of the contract, the contractor shall provide a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor, and trainees by category) where known, where not known, such information shall be supplied prior to the signing of any contract between the contractor and subcontractors.

##### A. Trainees.

The contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees to the greatest extent feasible by:

- (1) Utilizing the maximum number of persons in the various training categories in all phases of the work to be performed under the Section 3 covered project, and
- (2) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.
- (3) "Manpower Utilization Training Table".

##### B. Residents as Employees

Each contractor and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
- (2) Identifying the number of positions currently occupied by regular, permanent employees.
- (3) Identifying the positions not currently occupied by regular permanent employees.
- (4) Establishing the positions identified in paragraph (3) of this Part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.
- (5) "Work Force Needs Table".

C. Utilization of Businesses.

Each contractor and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible contracts for work to be performed in connection with the project -- are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

- (1) "Business Utilization Table"

Sec. 4.5 Good Faith Effort.

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1703u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified in Section 4.4, paragraph B, subparagraphs (3) and (4) shall:

- A. Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office and Opportunities Industrialization Center (OIC).
- B. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source and employ such person if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.

Any contractor or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph B above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, Part 135, Section 135.40 and Section 135.55, in his organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its actions were not an attempt to circumvent these regulations.

Sec. 4.6 Affirmative Action Plan.

- A. An Affirmative Action Plan pursuant to a Section 3 covered contract shall:

- (1) Set forth the approximate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of this contract.
- (2) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

- B. Good Faith Effort.

Each contractor and subcontractor seeking to establish that a Good Faith Effort has been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:

- (1) Local advertising.
- (2) Signs placed at the site.



(3) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., O.I.C., and any equivalent organization.

C. "Business Utilization Table".

D. "AAP Form".

Sec. 4.7 Certificate of Compliance

The contractor shall, at the signing of this contract, furnish the department with his Certificate of Compliance in triplicate and cause all subcontractors undertaking work in connection with this contract to furnish the same.

A. Certificate

Applicable Guide Forms are attached hereto and a supply of these forms are available at the HUD Office in your jurisdiction.



## INSURANCE REQUIREMENTS

## 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

## STIPULATIONS AGAINST LIENS





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,

Re: Request for Quotes, dated 8/15/2023  
CFP 521-11 Walnut Towers Deck and  
Rail Replacement

Contractor Name  
Contractor Address  
Contractor Address

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 \_\_\_\_\_ 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, material men 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: \_\_\_\_\_  
Carolyn W. Brooks, Chairperson

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Sean Griffith, Contract Officer

CONTRACTOR

Attest: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name

# DAVIS-BACON

MINIMUM HOURLY WAGE RATES

INSTRUCTIONS

AND

WEEKLY PAYROLL CERTIFICATION FORMS

"General Decision Number: MD20230036 07/28/2023

Superseded General Decision Number: MD20220036

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023



2	02/03/2023
3	04/07/2023
4	05/05/2023
5	05/12/2023
6	05/26/2023
7	06/30/2023
8	07/28/2023

ASBE0024-007 04/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.27	18.67+a

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

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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BRMD0001-001 04/30/2023

	Rates	Fringes
BRICKLAYER.....	\$ 36.50	13.47

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\* CARP0219-011 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 34.39	19.23

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CARP0423-016 05/01/2022

Washington County east to Anne Arundel County, Maryland

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging and Form Work Only).....	\$ 29.40	20.25

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ELEC0307-010 11/28/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.77

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ENGI0037-025 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe, Excavator, Paver...	\$ 35.77	15.90+a
Crane.....	\$ 36.37	15.90+a

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

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IRON0568-016 05/01/2023

Northern Washington County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 29.91	23.65

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IRON0568-017 05/01/2023

Southern Washington County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 30.51	23.65

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LAB00616-013 05/01/2023

	Rates	Fringes
LABORER: Blaster, Demolition....	\$ 23.24	22.10
LABORER: Mason Tender (Brick, Cement/Concrete).....	\$ 23.24	22.10

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PAIN0051-004 06/01/2023

	Rates	Fringes
Glaziers Glazing Contracts \$2 million and under.....	\$ 30.52	13.85
Glazing Contracts over \$2 million.....	\$ 34.76	13.85

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PAIN0051-017 06/01/2022

	Rates	Fringes
PAINTER (Brush, Roller, Drywall Finisher/Taper).....	\$ 26.61	11.41

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PLAS0926-003 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.68	18.72

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PLUM0486-020 12/16/2022

All areas East of Hancock, Maryland

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 44.66	23.38
PLUMBER.....	\$ 44.66	23.38

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PLUM0489-007 11/01/2022

All areas west of Hancock, Maryland

	Rates	Fringes
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PIPEFITTER (Including HVAC Pipe and System Installation).....	\$ 34.28	18.78
PLUMBER.....	\$ 34.28	18.78

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SFMD0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.46	25.22

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SHEE0100-022 11/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation) 0-41 miles from City Hall, Cumberland, Maryland.....	\$ 28.73	24.03
41-65 miles from City Hall, Cumberland, Maryland..	\$ 30.23	24.03
66+ miles from City Hall, Cumberland, Maryland.....	\$ 30.73	24.03

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TEAM0453-005 05/01/2023

	Rates	Fringes
TRUCK DRIVER: Dump Truck 10 to 15 yard capacity.....	\$ 24.77	23.33
9 to 10 yard capacity.....	\$ 24.52	23.33
Over 15 yard capacity.....	\$ 25.12	23.33
Under 5 yard capacity.....	\$ 24.24	23.33
TRUCK DRIVER: Tractor Haul Truck.....	\$ 25.12	23.33

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\* 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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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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 DECISIO"



Superseded General Decision Number: MD20220069

State: Maryland

Construction Type: Residential

County: Washington County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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	Rates	Fringes
BRICKLAYER.....	\$ 26.20	7.43
CARPENTER.....	\$ 15.85 **	0.88
CEMENT MASON/CONCRETE FINISHER...	\$ 17.54	0.00
ELECTRICIAN.....	\$ 18.00	0.00
IRONWORKER, ORNAMENTAL.....	\$ 17.31	0.00
LABORER: Common or General, including brick mason tending and cement mason tending.....	\$ 13.00 **	0.00
LABORER: Pipelayer.....	\$ 16.19 **	2.15
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.92	5.43
OPERATOR: Loader.....	\$ 20.25	2.06
PAINTER (Brush and Roller).....	\$ 16.36	1.45
PLUMBER.....	\$ 20.89	3.22
ROOFER.....	\$ 22.69	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.89	1.20
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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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)).

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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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.

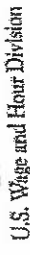
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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 DECISIO"



**FAIRROLL**  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

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

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 "submit 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 if employees have received legally required wages and fringe benefits.

**Public Burden Statement**

The Department of Labor estimates that it 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 comments on this burden estimate, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5602, 200 Constitution Avenue, N.W.



(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.

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.

# 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-347 has 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 of 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. Payment 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 approved 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 1 and 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](http://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 cursor 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®.

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**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)

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(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: \_\_\_\_\_

To: \_\_\_\_\_

Re: Work Project No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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,

Dawn M Bragunier  
Modernization Coordinator

/dmb

Employee Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

CLASSIFICATION	HOURLY BASE RATE	HOURLY FRINGE RATE	QUALIFIED FRINGES HOURLY BREAKDOWN	EXCLUDED FRINGES HOURLY BREAKDOWN
_____	_____	_____	Health/Welfare _____ Pension _____ Trades _____ COLA _____ Life Ins. _____ Apprenticeship _____ Vacation Pay _____ Holiday Pay _____	Unemployment Comp _____ S.S. Employer ½ _____ S.S. Employee ½ _____ Workers' Comp _____ Travel/Mileage _____

CERTIFIED TRUE & CORRECT

/s/ \_\_\_\_\_  
(Official) (Title) (Date)

## SPECIFICATIONS



SECTION 01010

**CFP 521-11 – WALNUT TOWERS DECK AND RAIL REPLACEMENT  
SUMMARY OF WORK**

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Section 01010 – Page 1

PART 1      GENERAL

1.01   SECTION INCLUDES

- A.     Project Description.
- B.     Contractor Use of Site & Premises.
- C.     Contractor Scheduling.
- D.     Liquidated Damages.
- E.     Special Consideration.

1.02   PROJECT DESCRIPTION

- A.     Remove and Install decks and rails in accordance with the drawings, specifications and schedule.
- B.     Comply with attached spec schedule.

1.03   CONTRACTOR USE OF SITE AND PREMISES

- A.     Access to site: 8:00 AM to 4:30 PM Monday thru Friday. No work on Saturdays, Sundays or Holidays unless written approval given 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, Juneteenth, 4<sup>th</sup> 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.     Contractor is responsible for all permits if required, all street barricades, caution tape as needed to keep bystanders away from construction site.
- C.     Contractor shall notify the City of Hagerstown if required.
- D.     Remove all debris from the site as it accumulates.
- E.     Repair/reassemble all damage to property, sidewalks, lawns, curbs and streets or other equipment.

SECTION 01010

**CFP 521-11 – WALNUT TOWERS DECK AND RAIL REPLACEMENT  
SUMMARY OF WORK**

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Section 01010 – Page 2

- F. Contractor to visit site prior to submitting quote in order to become familiar with scope of work.

**1.04 CONTRACTOR SCHEDULING**

- A. Assume an award by mid October, 2023. Work shall be completed by **as mutually agreed between the Contractor and Owner.**
- B. The Contractor shall submit a schedule for approval by the Authority. Submit within seven (7) calendar days of award.
- C. Completion of work will be mutually agreed upon between the owner and the contractor.

**1.05 PRE-CONSTRUCTION MEETING**

- A. Owner and Contractor shall meet prior to start of work (usually at the time of execution of agreement) to discuss the details of the work.
- B. The site superintendent assigned to this project shall be present at the pre-construction meeting.

**1.06 SPECIAL CONSIDERATIONS**

- A. Any instance regarding the Contractor's work that requires the attention of the Owner's personnel after normal working hours will result in the Contractor being billed \$46.43/hr.; minimum bill is two (2) hours. Minor items not requiring immediate attention by the Owner will be brought to the Contractor's attention the following day.
- B. Notify tenants and/or Owner in writing 48 hours in advance of any work that could affect Owner/tenants such as work taking place over clotheslines, entrances to units, parking, etc.
- C. If temporary dismantling of equipment is required in order to access the work, notify the Authority seven (7) days prior to the work in this area. Dismantling and re-assembly shall be the responsibility of the Contractor.
- D. Safety is paramount. Secure areas below all trees receiving work. Secure areas of operating machinery. Comply with all governmental requirements. Post an employee on the ground to serve as a safety officer.
- D. Clean up debris as it accumulates. Maintain a clean site at all times.

SECTION 01010

**CFP 521-11 – WALNUT TOWERS DECK AND RAIL REPLACEMENT  
SUMMARY OF WORK**

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Section 01010 – Page 3

END OF SECTION



CFP 521-11 WALNUT TOWERS  
DECK AND RAIL REPLACEMENTS

## PART 1 – GENERAL

## 1.01 RELATED DOCUMENTS

A. Drawings, specifications and general provisions of Contract Agreement, including General and Supplementary Contract Conditions for Small Construction/Development Contracts, Form HUD-5370-EZ (1/2014) and other Specification sections, apply to this section.

## 1.02 SUMMARY

A. This section specifies administrative and procedural requirements for handling and processing Contract modification or change orders.

B. Related Sections: The following sections contain requirements that relate to this section:

1. Section 01027 “Application for Payment” for administrative procedures governing applications for payment.

## 1.03 MINOR CHANGES IN THE WORK

A. Supplemental instructions authorizing minor changes in the work, not involving an adjustment to the Purchase Order/Contract Sum or Contract Time, will be issued by the Owner or his representative.

B. The Contractor shall assume that there will be minor adjustments/changes from what is shown on the drawings or specified and shall make allowances for such unknowns in his quote.

## 1.04 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Proposed changes in the work that will require adjustment to the Purchase Order and or Contract Sum or Contract Time will be issued by the Owner and/or Engineer, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

2. Proposal requests issued by the Owner and/or Engineer are for information only. Do not consider any of them as instructions either to stop work in progress, or to execute the proposed change.

3. Unless otherwise indicated in the proposal request, within 15 days of receipt of the proposal request, submit to the Owner and Engineer for review an estimate of cost necessary to execute the proposed change.

CFP 521-11 WALNUT TOWERS  
DECK AND RAIL REPLACEMENTS

1. Refer to HUD General Conditions and/or Supplement Conditions for instructions on Change Orders.
  2. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
- B. Contractor – Initiated change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Purchase Order/Contract Agreement, the Contractor may propose changes by submitting a request for a change to the Owner.
1. Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  2. See HUD General Conditions for instructions on Change Orders.

## 1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner, Engineer and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the owner may issue a Construction Change Directive instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order.
- B. The Construction Change Directive will contain a complete description of the change in the work and designate the method to be followed to determine change in the Contract Sum or Contract time.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
  2. See HUD General Conditions for additional instructions.

## 1.06 CHANGE ORDER PROCEDURES

- A. Upon the Owner's, Engineer's approval of a Change Order Proposal Request, the owner will issue a Change Order for signatures of the owner and Contractor as provided in the General Conditions of the Contract or the owner may issue a Purchase Order for the additional work required.

CFP 521-11 WALNUT TOWERS  
DECK AND RAIL REPLACEMENTS

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PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION



**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Submittals for review.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

**1.02 REFERENCE STANDARDS**

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to MSB Architects:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 10. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. Contractor and MSB Architects are required to use this service.
  - 3. It is Contractor's responsibility to submit documents in allowable format.
  - 4. Subcontractors, suppliers, and MSB Architects's consultants will be permitted to use the service at no extra charge.
  - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.

6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
  7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma ConstructEx: [www.newforma.com/our-solutions/constructex/#sle](http://www.newforma.com/our-solutions/constructex/#sle).
- C. Project Closeout: MSB Architects will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Hagerstown Housing Authority.

### **3.02 PRECONSTRUCTION MEETING**

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
1. Hagerstown Housing Authority.
  2. MSB Architects.
  3. Contractor.
- C. Agenda:
1. Execution of Hagerstown Housing Authority-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  6. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to MSB Architects, Hagerstown Housing Authority, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
  2. Hagerstown Housing Authority.
  3. MSB Architects.
  4. Contractor's superintendent.
- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFIs log and status of responses.
  7. Review of off-site fabrication and delivery schedules.
  8. Maintenance of progress schedule.
  9. Corrective measures to regain projected schedules.
  10. Planned progress during succeeding work period.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to MSB Architects, Hagerstown Housing Authority, participants, and those affected by decisions made.

#### **3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 013216**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. Within 10 days after joint review, submit complete schedule.
- C. Submit updated schedule with each Application for Payment.

#### **3.05 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  - 1. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare using software provided by the Electronic Document Submittal Service.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Hagerstown Housing Authority reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the MSB Architects, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Hagerstown Housing Authority's, MSB Architects's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: MSB Architects will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period,



RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Hagerstown Housing Authority.

### **3.06 SUBMITTAL SCHEDULE**

- A. Submit to MSB Architects for review a schedule for submittals in tabular format.
  - 1. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.07 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Design data.
  - 3. Shop drawings.
  - 4. Samples for selection.
  - 5. Samples for verification.
- B. Submit to MSB Architects for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

### **3.08 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Certificates.
  - 2. Test reports.
  - 3. Inspection reports.
  - 4. Manufacturer's instructions.
  - 5. Manufacturer's field reports.
  - 6. Other types indicated.
- B. Submit for MSB Architects's knowledge as contract administrator or for Hagerstown Housing Authority.

### **3.09 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Hagerstown Housing Authority's benefit during and after project completion.

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by MSB Architects.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 3. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
  - 4. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving MSB Architects's consultants, Hagerstown Housing Authority, or another affected party, allow an additional 7 days.
  - 5. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
  - 1. Submit only information required by individual specification sections.
  - 2. Collect required information into a single submittal.
  - 3. Submit concurrently with related shop drawing submittal.
  - 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  - 2. Do not reproduce Contract Documents to create shop drawings.
  - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
  - 1. Transmit related items together as single package.
  - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### **3.12 SUBMITTAL REVIEW**

- A. Submittals for Review: MSB Architects will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: MSB Architects will acknowledge receipt and review. See below for actions to be taken.
- C. MSB Architects's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. MSB Architects's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:

- a. "Approved", or language with same legal meaning.
  - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
    - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
  - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
  - 2. Not Authorizing fabrication, delivery, and installation:
- E. MSB Architects's and consultants' actions on items submitted for information:
- 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION**



**SECTION 099113  
EXTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Allow 30 days for approval process, after receipt of complete samples by MSB Architects.
  - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Maintenance Materials: Furnish the following for Hagerstown Housing Authority's use in maintenance of project.
  - 1. See Section 016000 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

**1.04 QUALITY ASSURANCE**

- A. After preparation of surface to receive new coating, schedule visual inspection by Sherwin Williams representative

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## **1.06 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- C. Substitutions: Not permitted.

### **2.02 PAINTS AND FINISHES - GENERAL**

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

### **2.03 PAINT SYSTEMS - EXTERIOR**

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
    - a. Products:
      - 1) Sherwin-Williams SuperPaint Exterior.
      - 2) Substitutions: See Section 016000 - Product Requirements
- B. Paint E-OP-FL - Concrete Floors to be Painted.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): High Build Acrylic Deck and Floor Coating.
    - a. Products:
      - 1) Sherwin-Williams Armorseal Tread-Plex, Semi-Eg-Shel.
    - b. Anti-Slip Products
      - 1) H&C Sharkgrip Slip-Resistant Additive.
      - 2) Substitutions: Not permitted

### **2.04 PRIMERS**

- A. Primers: Provide a primer recommended by manufacturer of top coats.

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.

- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Concrete Floors and Traffic Surfaces: 8 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete Floors and Traffic Surfaces: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
  - 1. Concrete surface to meet a CSP 1-3 rating prior to applying coatings.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**



**SECTION 074133  
PLASTIC ROOF PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Plastic roof panels.
- B. Exposed fasteners.
- C. Accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM D638 - Standard Test Method for Tensile Properties of Plastics 2022.
- B. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials 2017.
- C. ASTM D792 - Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement 2020.
- D. FM 4880 - Evaluating the Fire Performance of Insulated Building Panel Assemblies and Interior Finish Materials 2017.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
  - 2. Installation methods.
  - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge conditions, spacing and type of connections, flashings, and special conditions.
  - 1. Show work to be field-fabricated or field-assembled.
- D. Selection Samples: For each type of roofing panel specified, submit samples representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each roofing system specified, submit samples of minimum size 12 inches square, representing actual roofing panel material, thickness, profile, color, and texture.
- F. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Hagerstown Housing Authority's name and are registered with manufacturer.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

**1.05 FIELD CONDITIONS**

- A. Do not install plastic roof panels, when surface, ambient air, or wind chill temperatures are below 45 degrees F.

**1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Special Warranty: Provide 10-year warranty covering weatherability, structural integrity, and flammability of plastic roof panels. Complete forms in Hagerstown Housing Authority's name and register with warrantor.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Plastic Roof Panels:
  - 1. H & F Manufacturing Corporation; Phase-2 PVC Panel: [www.hfmfgcorp.com/#sle](http://www.hfmfgcorp.com/#sle).
  - 2. Substitutions: See Section 016000 - Product Requirements.

## **2.02 PLASTIC ROOF PANELS**

- A. Plastic Roof Panels:
  - 1. Provide complete assemblies including roof panels, ridge vents, closures, fasteners, connectors, and accessories.
  - 2. Provide complete system complying with specified requirements and remaining weathertight while withstanding anticipated movement of substrate and thermally-induced movement of roofing system.
- B. Polyvinyl Chloride (PVC) Roof Panels:
  - 1. Density: 1.33 oz/cu inch, minimum, in accordance with ASTM D792 test method.
  - 2. Fire Rating: Class 1, in accordance with FM 4880.
  - 3. Tensile Strength: 8000 psi, minimum yield, in accordance with ASTM D638.
  - 4. Flexural Strength: 13000 psi, minimum, in accordance with ASTM D790 test method.
  - 5. Service Temperature: Minus 4 to 120 degrees F.
  - 6. Profile: 7.2" x 1 1/2".
  - 7. Color: To be selected by MSB Architects from the manufacturer's standard range.

## **2.03 ATTACHMENT SYSTEM**

- A. Exposed Fasteners: Provide manufacturer's recommended hot-dip galvanized steel fasteners and washers, with integral EPDM gasket that will provide weathertight connections, and accommodate anticipated thermal movement.

## **2.04 ACCESSORIES**

- A. Miscellaneous Items: Provide flashings, trim, moldings, closure strips, and ridge caps of same material, thickness, and finish as used for roofing panels.
- B. Horizontal and Vertical Closures: Provide manufacturer's standard, prefabricated, close-fitting components designed for use with roofing panels.
- C. Sealants:
  - 1. Exposed Sealant: As recommended and approved by plastic roof panel manufacturer.
  - 2. Concealed Sealant: Manufacturer's recommended tape sealant.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation of plastic roof panels until substrates have been properly prepared.
- B. If substrate preparation is responsibility of another installer, notify MSB Architects of unsatisfactory preparation before proceeding.

### **3.02 PREPARATION**

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work; ensure completed roof will be free of leaks.
- B. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to panel surfaces.
- C. Protect surrounding areas and adjacent surfaces from damage during execution of this work.

### **3.03 INSTALLATION**

- A. Install plastic roof panels in accordance with approved shop drawings and panel manufacturer's installation instructions applicable to specific project conditions; anchor components of roofing system securely in place while allowing for thermal and structural movement.
  - 1. Install roofing system with exposed fasteners.
  - 2. Minimize field cutting of panels, and where field cutting is required, use methods that will not distort panel profiles.
  - 3. Minimize transverse joints.
  - 4. Provide sealant tape at lapped panel joints.
- B. Install miscellaneous accessories as required for a complete roofing assembly.

### **3.04 CLEANING**

- A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- B. Clean exposed work upon completion of installation; remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to finish.

### **3.05 PROTECTION**

- A. Do not permit storage of materials or roof traffic on installed roof panels; provide temporary walkways or planks as necessary to avoid damage to completed work, and protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

**END OF SECTION**



**SECTION 055000  
METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Shop fabricated steel and aluminum items.

**1.02 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- C. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- D. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- E. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2023).
- F. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
  - 2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.

**PART 2 PRODUCTS**

**2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- D. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- E. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

**2.02 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### **2.03 FINISHES - STEEL**

- A. Prime paint steel items.
- B. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- C. Prime Painting: One coat.

### **2.04 FABRICATION TOLERANCES**

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.

### **3.03 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

**END OF SECTION**

**SECTION 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Cleaning and protection.
- D. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- E. General requirements for maintenance service.

**1.02 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

**1.03 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of work of separate sections.
- C. After Hagerstown Housing Authority occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Hagerstown Housing Authority's activities.

**PART 2 PRODUCTS**

**2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.



### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.04 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.05 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.07 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.08 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.09 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify MSB Architects when work is considered ready for MSB Architects's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for MSB Architects's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing MSB Architects's and Contractor's comprehensive list of items identified to be completed or corrected and submit to MSB Architects.

- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Hagerstown Housing Authority-occupied areas.
- G. Notify MSB Architects when work is considered finally complete and ready for MSB Architects's Substantial Completion final inspection.
- H. Complete items of work determined by MSB Architects listed in executed Certificate of Substantial Completion.

### **3.10 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Hagerstown Housing Authority.

**END OF SECTION**



**SECTION 007300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 MODIFICATIONS TO GENERAL CONDITIONS**

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Documents A201-2017, and other provisions of the Contract Documents as indicated below.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction, AIA Documents A201-2017, have the meanings assigned to them in the General Conditions.

**1.03 BASIC DEFINITIONS**

- A. Products: Means new material, machinery, components, equipment fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Furnish: To supply and deliver, unload, inspect for damage.
- C. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- D. Provide: To furnish and install.

**1.04 SUPPLEMENTARY CONDITIONS**

- A. In the case of an inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity work shall be provided in accordance with Architect's and Owner's interpretation.
- B. The Drawings shall not be scaled for dimensions. It is the Contractor's responsibility to study the drawings and coordinate all the trades work. If figured dimensions are not given on the Drawings, the Contractor shall submit an RFI requesting necessary dimensions to the Architect.
- C. Where no explicit quality or standards for materials or workmanship are established for Work, such work is to be of best quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project generally and subject to the Architect's and Owner's approval.
- D. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- E. The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittals. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of additional resubmittals.
- F. If a product specified is no longer available at the time of construction the Contractor shall submit a substitution following the guidelines established in the specifications. The substitution will be held to the same minimum performance standard as the original item specified or better.
- G. Requests for extensions of construction time due to adverse weather conditions shall include U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating

- the average precipitation, temperature, etc., for the past ten (10) years from the nearest reporting station. The ten-year average will be the basis for determining the number of adverse weather days and the effect resulting from there on which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if the Owner determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied. The request for weather delay must be provided within 15 days after each month of construction. The contractor is not permitted to submit for weather delays retroactively beyond the reporting period.
1. The Contractor is required to submit the necessary backup data for the Architect to review. Burden of proof is on the Contractor.
- H. Adjustments to the Contract Sum or Contract Time made by a Change Order shall be all inclusive and no further adjustments to cost or time attributable to that change will be allowed, including general conditions. This is required for all changes to the contract value including Owner requested changes.
1. The amount of adjustment to changes in work are as follows:
    - a. All work by subcontractors and self performed work by General Contractor shall be reasonable and equitable.
    - b. The General Contractor shall be reasonable and equitable for all change orders not self performed.
    - c. The general contractor shall provide a detailed breakdown of the costs for all change orders. It shall include the following:
      - 1) All labor for the requested change shall be itemized by trade.
      - 2) The cost of materials for the requested change shall be itemized by trade.
      - 3) Overhead and profit will follow the requirements of items (a) and (b) above.
    - d. Lump sum costs are not acceptable and will not be reviewed.
    - e. The Contractor is permitted (1) resubmittal of required information. If additional requests for the data are required by the Architect, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for additional review/s of documentation.
      - 1) If the Contractor fails to adhere to the requirements of this section and a delay is caused due to an extended review process, the Contractor is not entitled to additional compensation for this delay nor any other subsequent delays for the project affected by this change request. If this delay results in additional cost for other areas of the project, the cost of those delays are the Contractors' responsibility.
  2. The Contractor has 7 days after the Architect's response to shop drawings, RFI's, or other field directives to submit a change order request. If the Contractor fails to submit a change order request within the allotted time a change order is not permitted. The Contractor is not permitted to leave potential change orders open on their logs. If there is a potential change order for a project it must be acted on within the allotted 7 days or it is null and void.
  3. If a previously approved change order is discovered to have been adequately clarified during bidding, the Contractor will provide a credit in the full amount of the approved change order.
- I. Review times for Requests for Information (RFI) and Shop Drawings are indicated in other sections. The Contractor is not entitled to additional compensation or extension of the Contract Time unless the Contractor can demonstrate the additional review time resulted in delaying the project. The delayed item must be part of the critical path for the project. Burden of proof is on the Contractor.
1. All RFI's and Shop Drawings must be submitted by the Contractor with a unique number to the Architect and utilizing the approved process. Verbal discussions via phone, email, or during site visits does not constitute acceptance of receiving RFI's and Shop Drawings. See clarification below on acceptance of submissions.

- a. If the Project is utilizing a web based service RFI's and Shop Drawings must be uploaded to this service. Email is not acceptable.
  - b. If the Project is utilizing email RFI's and Shop Drawings must be emailed to the Architects project manager. The timestamp on the email will act as the official date/time of receipt. Emails received after 12:00pm will be considered as having been received on the following business day. The Architect has no control over email travel time, computer hardware, or software failures and therefore will not be held liable for delays created outside the control of the Architect. It is strongly recommended the Contractor contact the Architect and verify receipt of the email.
- J. The Contractor acknowledges and accepts that Subcontractors in the local construction market may have shops that are union and non-union (open or merit) affiliated. The Contractor shall have reached agreements with local unions that labor disputes will not result, as a result, of this potential mix of the work forces related to the Project. Any delays caused by a union or its members in this regard is not considered an excusable delay. No additional Contract Time or Contract Sum shall be awarded the Contractor. The Contractor shall absorb all costs related thereto for labor and costs for time as required to keep the Project on schedule.
- K. The Architect will perform one (1) punchlist for the project. The following must be submitted prior to the Architect scheduling his/her punchlist walk-through date.
  - 1. The Contractor will submit a copy of their punchlist for the Architects review, indicating completed and open items remaining.
  - 2. The Contractor will provide the date when their punchlist is expected to have fewer than 50 items remaining. The Architect will schedule their punchlist review after this date.
  - 3. The Architect will not perform multiple punchlists. If additional punchlists are requested by the Contractor for phased occupancy by the Owner, which was not a requirement identified by the Architect or Owner at the start of the job, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for additional punchlist reviews.
  - 4. At the discretion of the Architect, if 100+ punchlist items are identified after review of less than 25% of the project, the Architect will stop the punchlist review. The Architect will provide the Contractor the partial punchlist until work stopped. The Contractor will provide a revised schedule when the project will be ready for the Architect to review. The Architect will start over from the beginning of the punchlist. The Owner shall be entitled to deduct the cost of the Architect's time for the initial, partial, review from the Contract Sum of the Contractor.
- L. If the Contractor requests modifications of a detail other than for Owner/code compliance, any additional costs associated with this request are the responsibility of the Contractor and a change order is not permitted. If the modifications result in a less expensive solution, the Contractor is required to provide a change order credit to the Owner.
- M. If Value Engineering (VE) is requested by the Architect or Owner to reduce the cost of the project, the Contractor will provide all backup VE correspondence for review by the Architect. All dollar figures are permitted to be redacted to protect the Contractor's interests. The Architect's review is to ensure the expectations of the modifications are in line with the actual modifications.
  - 1. All VE items provided by the Contractor, during final negotiations, are all inclusive of additional costs by all trades. The Contractor is not permitted to submit a change order for work associated with VE items.
- N. If the Contractor or its subcontractor fail to follow the details provided on the drawings or noted in the shop drawings, the work will be replaced with the corrected components. If the Owner allows the incorrect detail to remain, the Contractor will provide a credit of 10% the value of the complete installed system, labor and materials. At the Owner's discretion, the credit percentage may be reduced.
- O. If the contract time is extended due to no fault of the Architect or Owner, the Contractor is not permitted to submit a change order for extended general conditions or additional costs nor from their subcontractors. The Owner shall be entitled to deduct from the Contract Sum the additional hourly cost of the Architect and their agents to remain on the project beyond the



approved contract date. This is in addition to any potential liquidated damages the Owner may enforce.

- P. Contractor's application for final payment must be accompanied by final lien waivers signed, notarized by all Contractors, Subcontractors, and material suppliers.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

**1.02 SUBMITTALS**

- A. Project Record Documents: Submit documents to MSB Architects with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Hagerstown Housing Authority, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with MSB Architects comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Hagerstown Housing Authority's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Hagerstown Housing Authority.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Hagerstown Housing Authority's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Hagerstown Housing Authority.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Hagerstown Housing Authority and MSB Architects for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
    - b. Substitution Request Information:
      - 1) Indication of whether the substitution is for cause or convenience.
      - 2) Description of Substitution.
      - 3) Reason why the specified item cannot be provided.
      - 4) Differences between proposed substitution and specified item.
    - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
      - 1) Physical characteristics.
      - 2) In-service performance.
      - 3) Expected durability.
      - 4) Visual effect.
      - 5) Warranties.
      - 6) Include, as appropriate or requested, the following types of documentation:
        - (a) Product Data:
        - (b) Samples.
        - (c) Certificates, test, reports or similar qualification data.
    - d. Impact of Substitution:
      - 1) Savings to Hagerstown Housing Authority for accepting substitution.



- 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
  1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by MSB Architects, in order to stay on approved project schedule.
  1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Hagerstown Housing Authority through cost savings, time savings, greater energy conservation, or in other specific ways.
  2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  3. Bear the costs engendered by proposed substitution of:
    - a. Hagerstown Housing Authority's compensation to the MSB Architects for any required redesign, time spent processing and evaluating the request.
- B. Substitutions will not be considered under one or more of the following circumstances:
  1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  2. Without a separate written request.

### **3.03 RESOLUTION**

- A. MSB Architects may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. MSB Architects will notify Contractor in writing of decision to accept or reject request.

### **3.04 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **3.05 CLOSEOUT ACTIVITIES**

- A. See Section 017800 - Closeout Submittals, for closeout submittals.

**END OF SECTION**

**SECTION 016000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 012500 - Substitution Procedures.

**3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.

- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## **SECTION 024100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

### **PART 3 EXECUTION**

#### **2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Hagerstown Housing Authority.
- C. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.

#### **2.02 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
  - 1. Verify construction and utility arrangements are as indicated.
  - 2. Report discrepancies to MSB Architects before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and required to accomplish new work.
  - 1. Remove items indicated on drawings.
- C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure. Provide shoring and bracing as required.



2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch to match new work.

#### **2.03 DEBRIS AND WASTE REMOVAL**

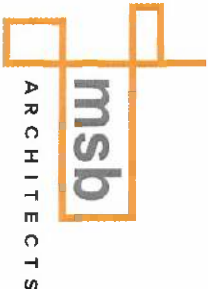
- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

## DRAWINGS







27 Wagon Wheel Blvd  
Hagerstown, MD 21740

Walnut Towers Railing

12 S Walnut St  
Hagerstown, MD 21740

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A LICENSED ARCHITECT UNDER THE STATE OF MARYLAND.



LICENSE NUMBER: 1472 EXPIRATION DATE: 04/2024

PHASE: DATE ISSUED: AUGUST 11, 2023  
CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

DATE: 08/11/23 BY: JMK

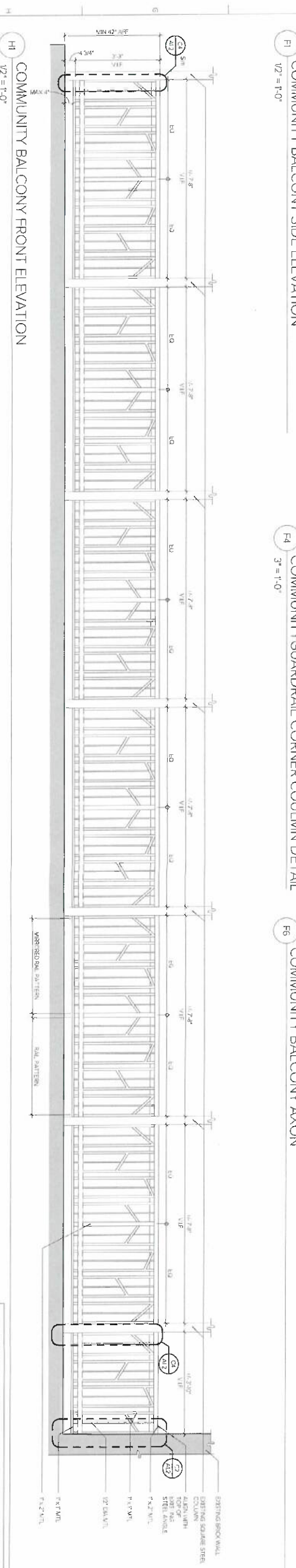
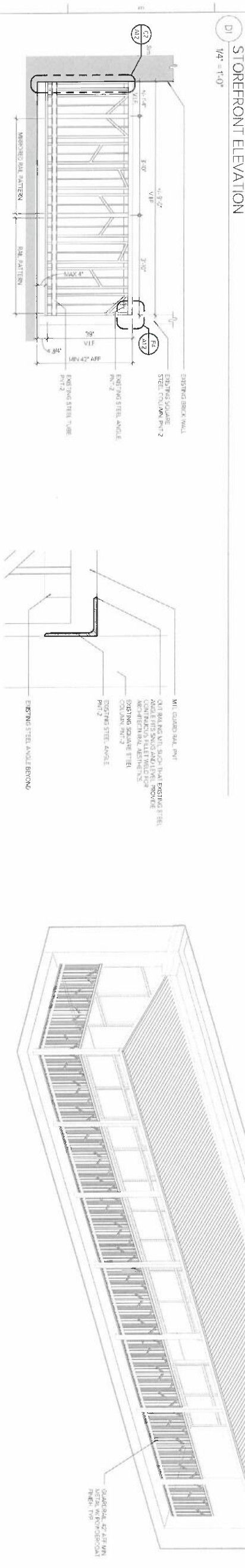
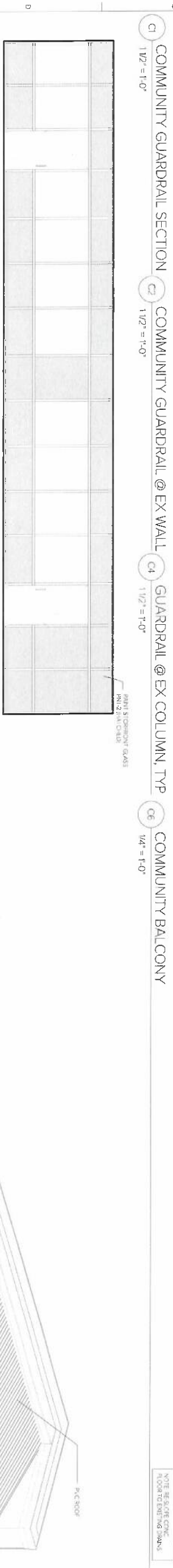
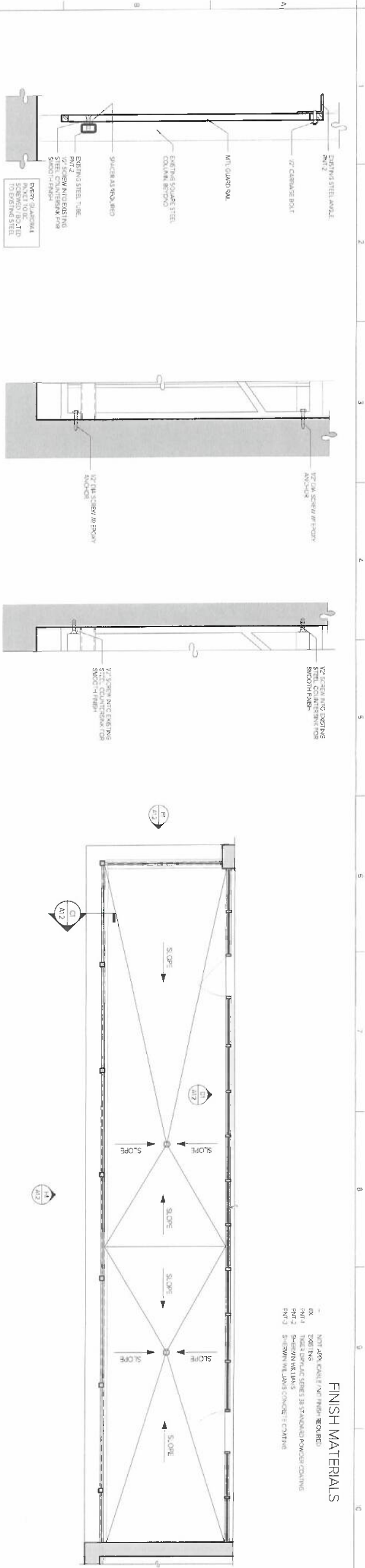
CHECKED BY: JMK DRAWN BY: JMK  
DATE: AUGUST 11, 2023 SCALE: AS NOTED

DRAWING NAME: ELEVATIONS

SHEET:

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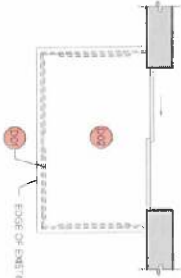
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[illegible]

1. SEE ARCHITECTURAL DRAWINGS AND CONSTRUCTION DRAWINGS FOR FLIGHT OR CLAMPING OF DEMOLITION WORK.
2. ARCHITECTURAL DRAWINGS TO BE BURNED AFTER THE DEMOLITION REQUIRED TO EXISTING PARTITIONS.
3. 2" C.I. NG. REQ. FOR DEMOLITION WORK SHALL MATCH EXISTING ADJACENT MATERIALS.
4. CONSTRUCTION SHALL INCLUDE ALL EXISTING DOOR, FLOOR FINISH, WALL FINISHES, CEILING, DOORS, WINDOWS, PARTITIONS, WALLS AND LOOK-OUT ELEMENT AND OTHER RELATED ITEMS SHOWN NOTED, ETC. TO COMPLETE THE SCOPE AND GENERAL INTENT OF THE CONSTRUCTION DOCUMENTS.
5. DEMOLITION SHALL COMPLETELY INCLUDING ALL ADJACENT FINISHES, FASTENERS, AND ACCESSORIES.
6. SALVAGE EXISTING FINISH MATERIALS WHEREVER POSSIBLE FOR REPAIRING FINISHES. COORDINATE EXTENT OF THE FINISH WORK REQUIRED WITH CONSTRUCTION DOCUMENTS.
7. SALVAGE EQUIPMENT IN OTHER ITEMS NOTED.
8. SALVAGE EQUIPMENT SHALL BE REUSED OR RETURNED TO OWNER AS DIRECTED.
9. CAREFULLY REMOVE ITEMS TO BE REUSED AND STORE IN AREA(S) AS DIRECTED BY THE OWNER.
10. CONTRACTOR TO PROVIDE ALL NECESSARY SCHEDING REQUIRED DURING DEMOLITION. IF SCHEDING IS REQUIRED AS PART OF MEANS AND METHODS DURING CONSTRUCTION TO COMPLETE THE WORK, THE CONTRACTOR IS REQUIRED TO OBTAIN SCHEDING & SCHEDING DRAWINGS BY A LICENSED ENGINEER IN THE STATE OF THE PROJECT.
11. DEMOLITION WORK SHALL BE BASED ON EXISTING DRAWINGS AND INSPECTIONS, THE CONTRACTOR SHALL VISUALLY INSPECT ALL EXISTING CONSTRUCTION AND REPAIRS TO BE REMOVED, INCLUDING THE REQUIRED DEMOLITION WORK WITHIN A LOCAL CONTROLLED ZONE OR OTHER AREA WITHIN THE CONSTRUCTION SITE.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NOTED DEMOLITION WORK WITHIN A LOCAL CONTROLLED ZONE OR OTHER AREA WITHIN THE CONSTRUCTION SITE. DEMOLITION WORK IS NECESSARY TO REPAIR, REMOVE ALL NEW WORK SHOWN AND SPECIFIED TO INCLUDE MECHANICAL, ELECTRICAL & PLUMBING IN AREAS TO BE EXPOSED IN NEW WORK. ALL ABANDONED CONDUITS, LINES, FASTENERS ETC. IN EXPOSED AREA TO BE REMOVED.
13. REFER TO ALL OTHER DRAWINGS IN THE SET FOR MODIFIED DEMOLITION WORK NOT NOTED ON THE DEMOLITION PLANS. THE OWNER HAS FIRST RIGHT OF REUSE OF ALL SALVAGE ITEMS. THE CONTRACTOR SHALL IMMEDIATELY DISPOSE OF ALL CONSTRUCTION DEBRIS, DO NOT STOCKPILE DEBRIS IN SITE.
14. CONCRETE SLAB PARTS MUST BE FLUSH WITH ADJACENT SURFACES TO PROVIDE SMOOTH APPLICATION OF FINISHES. PROVIDE WOOD FORMWORK FOR CONCRETE SLAB PARTS TO BE REPAIRED.
15. CONCRETE SLAB PARTS MUST BE REPAIRED AND FINISHED TO MATCH EXISTING ADJACENT SURFACES.
16. CONCRETE SLAB PARTS TO BE REPAIRED SHALL BE PATCHED, SCALED, LEVELLED AND CLEANED TO PROVIDE SURFACE SUITABLE FOR NEW FINISHES. CONCRETE PATCH IS RESPONSIBLE FOR PROVIDING ALL CONCRETE SLAB DEMOLITION AND REPLACEMENT NECESSARY TO INSTALL THE NEW WORK.
17. COMPLETELY REMOVE PARTITIONS FROM FLOOR TO STRUCTURE ABOVE INCLUDING BASE, ALL GAS, ENERGY, GROUTS, SEALANTS, ETC. JUNCTIONS NOTED OTHERWISE. MASONRY PARTITIONS WHICH EXTEND THROUGH THE SLAB SHALL BE REMOVED TO EXPOSE FINISH FLOOR ALL SLAB WITH CONCRETE FILL TO PROVIDE FINISH FLOOR. REMOVE FINISH FLOOR NOTED TO BE REMOVED FROM ROOMS, REMOVE SLAB TO EXPOSE FINISH FLOOR.
18. REMOVE PARTITIONS AND REPAIR CRACKS OF WALL PARTITIONS WHICH CONFLICT WITH NEW WORK TO BE INSTALLED. EVEN IF NOT SPECIFICALLY NOTED TO BE DEMOLISHED OR REPAIR.
19. SPECIFICALLY NOTED TO BE DEMOLISHED OR REPAIR.
20. WALLS TO BE REMOVED FROM INTERESTING WALLS SHALL INCLUDE TOOTHED IN REPLACEMENT OF DAMAGED MASONRY ON WALL, TO REPAIR AND REPAIR OF THE PROJECTING WALLS.
21. CRACKED WALLS, OR REPAIR WALLS, SHALL BE REPAIRED WITH REINFORCED MASONRY PATCH BY TOOTHING A NEW MASONRY PATCH TO MATCH EXISTING MASONRY. CRACKED WALLS SHALL BE REPAIRED WITH EXPOSED BRICK CUTS OR DAMAGED MASONRY CUTS TO MATCH EXISTING MASONRY.
22. WHERE NEW OPENINGS ARE SHOWN IN EXISTING WALLS, COMPLETELY REMOVE MASONRY TO NEAREST JOINT LINE WITH JOINT CUTTING. ALL EXISTING WORK SO THAT NEW WORK CAN BE PATCHED IN TO MATCH ALL NEW MASONRY WORK SHALL BE TOOTHED IN.
23. MASONRY SCHEDULED FOR REMOVAL SHALL BE REPAIRED COMPLETELY. FASTENERS SHALL BE CUT FLUSH WITH ADJACENT WALLS. ALL THE NEW WINDOW, CURE, OR REPAIR FASTENERS PROTECTED EXISTING MASONRY PATCH TO REPAIR ALL EXISTING WINDOW OPENINGS WHICH BE FIELD EXISTING PROTECT TO SUBMITAL OF SHOP DRAWINGS.
24. ALL FLOOR AREAS DAMAGED BY THE DEMOLITION CONTRACTOR SHALL BE REPAIRED TO MATCH EXISTING.
25. REMOVE ALL EXTERIOR DOORS, SCREENS, TIES, INSULATION, HANGERS, CLIPS ETC FROM ALL EXPOSED STRUCTURE WALLS, FLOORS AND CEILING.

KEY #	KEYNOTE
D01	REMOVE EXISTING CLASSED SYSTEM. DO NOT REMOVE STEEL, TIEB, AND ANCHORS BELONGING TO COLUMNS.
D02	EVALUATE FLOOR JOISTS FOR DEFLECTION AND/OR SETTLING. IF FOUND REMOVE CRACKING AND REPAIR FOR REUSE.
D03	REMOVE EXISTING CORRUGATED PLASTIC ROOF.
D04	REMOVE MAIN FRAM. STORMPORT AND PREP FOR REPAIR.
D05	REMOVE DRAIN.

1/4" = 1'-0"



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CONTRACTORS SHOULD BE RESPONSIBLE TO THE ARCHITECTURAL CLIENTS IF THE GENERAL CONTRACTOR'S DESIGN CROSS WITH THE ARCHITECTURAL DESIGN TO THE DESIGN OF THE INTERIOR OF ANY OF THE GENERAL CONTRACTOR'S STRUCTURAL SYSTEMS OR LAYOUTS. IF THE GENERAL CONTRACTOR'S DESIGN CROSS WITH THE ARCHITECTURAL DESIGN TO THE DESIGN OF THE INTERIOR OF ANY OF THE GENERAL CONTRACTOR'S STRUCTURAL SYSTEMS OR LAYOUTS, THE GENERAL CONTRACTOR SHOULD BE RESPONSIBLE TO THE ARCHITECTURAL CLIENTS IF THE GENERAL CONTRACTOR'S DESIGN CROSS WITH THE ARCHITECTURAL DESIGN TO THE DESIGN OF THE INTERIOR OF ANY OF THE GENERAL CONTRACTOR'S STRUCTURAL SYSTEMS OR LAYOUTS.



SHEET

### A1.3