

Request for Quotes
(RFQ)

CFP 523-04
Potomac Towers
Sky Deck HVAC Upgrade
(AMP 4)

(CFP 523)

For the

Hagerstown Housing Authority
35 West Baltimore Street
Hagerstown MD 21740

Sean Griffith, Executive Director
L.S. Grim, Inc. Consulting Engineers, Engineer



May 16, 2024

HAGERSTOWN HOUSING AUTHORITY
HAGERSTOWN, MARYLAND

ADDENDUM NO. 1
REQUEST FOR QUOTES – DATED 06/03/2024
CFP 523-04

June 3, 2024

To: All prime Contractors and all others to whom this Request for Quote has been issued.

Acknowledge receipt of this Addendum by inserting its number and date on the Quote Form. This addendum forms a part of the Contract Agreement Documents.

Please see the Pre-Bid Meeting Notes Outlining Scope Clarifications.

ITEM NO. 1.01: Scope Clarifications during Pre-Bid meeting that took place on May 24, 2024.

END OF ADDENDUM NO. 1



19922 Jefferson Blvd.
Hagerstown, Maryland 21742-5522
Phone: 301.797.1702
Fax: 301.797.4931
Email: admin@lsgrim.com

DC METRO OFFICE
9711 Washingtonian Blvd.
Suite 550
Gaithersburg, MD. 20878

www.lsgrim.com

Hagerstown Housing Authority

Attn: Carrie Damon <cdamon@hagerstownha.com>
RE: Sky Deck HVAC Upgrades LSG # 23-065

Date: 5-24-24

Pre Bid Meeting Minutes:

1. Bidders /Contractors shall incorporate these minutes into the bidding document requirements.
2. Introductions and general discussion of the bid documents and project scope of work. Bidders are to review the bid package and become familiar with the project requirements. Request clarification from HHA if unsure of any requirements.
3. Bidders may visit the project again with subcontractors- contact HHA to schedule.
4. No mandatory MBE requirements – the MBE portions of the bid documents are goals the contractor should try and meet.
5. Any bidder questions are due in writing by 2 PM 6/7/24.
6. This is a "Buy American" project, bidders shall follow the requirements of the bid documents.
7. Construction hours are 8 AM to 4 PM for noisy activities.
8. Scope Clarifications:
 - a. New T-stat and control wiring required.
 - b. No cleaning of ductwork or air devices required.
 - c. Power wiring may be reused.
 - d. The contractor shall apply and pay for city permits.
 - e. The contractor may utilize a "thinner" unit of equal capacity to clear the existing door opening.
 - f. Replace refrigerant piping.
 - g. No back up electric heat in AHU.

This concludes the meeting minutes.

Sincerely,

A handwritten signature in black ink that reads "Leslie S. Grim, P.E.".

Leslie S. Grim, PE, LEED AP, CxA
President

L.S. GRIM CONSULTING ENGINEERS



SIGN IN SHEET

CFP 523-04, Potomac Towers Sky Deck HVAC Upgrade
Pre-Quote Meeting and Site Inspection
Maintenance Training Room
May 24, 2024 at 11:00AM

PLEASE PRINT

Name	Company/E-mail	Phone #	Fax#
Randy Bailey <i>AB</i>	HHA Email: rbailey@hagerstownha.com	301-733-6911/150	301-745-4893
Carrie Damon <i>CD</i>	HHA Email: cdamon@hagerstownha.com	301-733-6911/160	301-745-4893
<i>LES GRIM</i>	Email: <i>LSGRIM@LSGRIM.COM</i>	<i>301 747 1702</i>	<i>301 757 4531</i>
<i>TIM BRYAN</i>	Email: ✓ <i>tbryan@beavermechanical.com</i>	<i>301-790-1400</i>	<i>301-739-8365</i>
<i>Jim Thomas</i>	Email: <i>jim@mrckplumbinghvac.com</i> ✓ <i>hvac.com</i>	<i>301-271-2488</i>	
<i>Phil Thwber</i>	Email: <i>pthwber@rtssrvs.com</i> <i>RT Services</i>	<i>301-790-1295</i>	
<i>Daron Kaufman</i>	Email: <i>Daron.Kaufman@general.com</i>	<i>240-367-6281</i> <i>TEXTS - A</i>	
<i>Rennes Meyers</i>	Email: <i>rmeyers@shifflerelectric.com</i>	<i>717 404 0505</i>	
<i>Clifford Cowden</i>	<i>M. S. Johnston Co</i> <i>ccowden@msjohnston.com</i>	<i>301-733-1066</i>	<i>301-799-9675</i>

05/16/2024

REQUEST FOR QUOTES

1. WRITTEN QUOTES

The Housing Authority of the City of Hagerstown, Maryland will receive quotes until 2:00 pm, June 7, 2024, at the Maintenance Office at Potomac Towers South, 11 West Baltimore Street, Hagerstown, Maryland. All quotes shall be submitted on the Cost Quote Submission Form included in this RFQ package. Quotes will be opened privately.

2. SCOPE OF WORK

Request for Quotes dated May 16, 2024 - CFP 523-04 – Potomac Towers Sky Deck HVAC Upgrade.

Refer to engineering notes and specifications.

3. DOCUMENTS

Contractors are required to be familiar with existing conditions prior to submitting quotes.

Bid Bond, Performance and Payment Bond(s) are not required.

4. QUOTES

The Housing Authority of the City of Hagerstown, Maryland, reserves the right to reject any or all quotes or to waive informalities. Any contractor, or subcontractor, who is suspended or debarred by HUD, shall not be eligible for the Purchase Order Award. Refer to HHA website (www.hagerstownha.com) for Purchase Order Terms and Conditions. A copy of the Purchase Order Terms and Conditions and HUD Mandatory Clauses are also included herein.

5. REQUIRED MINIMUM WAGE RATES

This work is subject to the payment of minimum hourly wage rates as established by HUD and the Department of Labor. A copy of the minimum hourly wage rates for worker trades is included herein. General contractors and subcontractors are required to pay Davis-Bacon wages, submit weekly or by-weekly certified payroll reports, and provide a certificate of insurance evidencing liability, automobile, if applicable, and workers' compensation coverage.

6. CONSTRUCTION PERIOD

Assume an award by Mid-June 2024. Construction shall be completed in 90 days or as mutually agreed between the owner and the contractor. Liquidated damages do not apply to this work.

7. SPECIAL CONSIDERATIONS

Questions may be faxed to the attention of Carrie Damon at Fax: 301-733-7319 or Emailed: cdamon@hagerstownha.com Submit questions in writing no later than 2pm May 31, 2024. An addendum will be issued if required.

8. PRE-QUOTE MEETING AND SITE INSPECTION

Contractors are encouraged to attend the pre-quote meeting that will be held at the Hagerstown Housing Authority Maintenance Office located on the ground level, east side of Potomac Towers High Rise, 11 W. Baltimore Street, Hagerstown Maryland on May 24, 2024 @ 11am. The owner and engineer will conduct a site inspection following the pre-quote meeting.

The Housing Authority of the
City of Hagerstown, Maryland

Sincerely,

Sean Griffith
Executive Director
E.O.E.
Phone: 301-733-6911 Ext. 1126
Fax: 301-745-4893
Email: sgriffith@hagerstownha.com

SG/DNB

CFP 523 file

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COST QUOTE SUBMISSION FORM

COST QUOTE SUBMISSION FORM

CFP 523-04 – Potomac Towers Sky Deck HVAC Upgrade

For
Hagerstown Housing Authority
35 West Baltimore Street
Hagerstown, Maryland 21740

Date: 05/16/2024

Gentlemen:

1. **COST QUOTE:** The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Drawings, Specifications and Addenda, if any thereto, as prepared by the Architect and Owner, hereby proposes to furnish all labor, materials, equipment and services required to complete the work as set forth in the Request for Quotes documents dated May 16, 2024, Capital Fund Program 523. CFP 523-04 Potomac Towers Sky Deck HVAC Upgrade – Plumbing, electrical, HVAC, fire systems all in accordance therewith, for the sum of:

_____	\$ _____
Written	Figures

2. **BID BOND AND PERFORMANCE & PAYMENT BOND(S):** Not Required
3. **DAVIS-BACON WAGES, CERTIFIED PAYROLL REPORTS AND CERTIFICATE OF INSURANCE:** Required
4. **AWARD OF QUOTE:** The Housing Authority of the City of Hagerstown, Maryland, reserves the right to reject any or all quotes or to waive informalities. Any contractor, or subcontractor, who is suspended or debarred by HUD, shall not be eligible for the Purchase Order Award. Refer to HHA website (www.hagerstownha.com) for Purchase Order Terms and Conditions. A copy of the Purchase Order Terms and Conditions and HUD Mandatory Clauses are also included herein.
5. **CONSTRUCTION PERIOD:** Assume an award by Mid-June 2024. Construction shall be completed in 90 days (3 months), or as mutually agreed between the owner and the contractor. Liquidated damages do not apply to the work.
6. **ADDENDA:** The following Addendum/Addenda have been received: (If Applicable)

(Sign for Identification)

7. **SUBCONTRACTORS, IF ANY:**

Contractor: _____

Address: _____

street

city

state

zip

Construction Firm License No.

Date Issued

Place of Issuance

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

Phone: _____ Fax: _____ Email: _____

Principal/Owner: _____

Signature

Title

Date

(Sign for Identification)

OWNER-CONTRACTOR
CONTRACT/AGREEMENT

HHA PURCHASE ORDER
TERMS AND CONDITIONS

EXHIBIT 6.2 - MANDATORY CONTRACT CLAUSES
ALL PURCHASES

OWNER-CONTRACTOR AGREEMENT
CFP 523-04 – Potomac Towers Sky Deck HVAC Upgrade

WHEREAS, The Housing Authority of the City of Hagerstown has requested quotes for Request for Quotes, CFP 523-04– Potomac Towers Sky Deck HVAC Upgrade.

WHEREAS _____ has been the selected firm in this matter; and WHEREAS, the parties desire to enter into a contract for the provisions of said goods and/or services.

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

1. The following documents represent the contract/agreement/purchase order between the parties:
 - a. Request for Quotes dated 05/16/2024.
 - b. Cost Quote Form including Unit Prices, if applicable.
 - c. Owner Contractor Agreement.
 - d. Mandatory Clauses and Purchase Order Terms and Conditions
 - e. General Contract Conditions for Small Construction/Development Contracts, for HUD-5370-EZ, (11/30/2023) Public and Indian Housing Programs - 7 Pages
 - f. Supplemental Conditions to the General Contract Conditions for Small Construction/Development Contracts PHA/IHA Housing Programs, 1 Page
 - g. Davis-Bacon Wages
 - h. Administrative Requirements:
 - (1) Insurance Certificate, listing Hagerstown Housing Authority as “certificate holder” & “additional insured”
 - (2) Minority & Female Business Enterprise, Section 3, Buy American, Equal Opportunity Employment
 - (3) Stipulation Against Liens
 - i. General Requirements, Summary of Work
 - j. Addendum (s)

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

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

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, 2024.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

BY: _____ (SEAL)
Sean Griffith, Executive Director

BY: _____ (SEAL)
Carolyn Brooks Chairperson
Board of Commissioners

BY: _____ (SEAL)

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 suit 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 is 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, high 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 and suspected anticompetitive practices by contractors.

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

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

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

EXHIBIT 'P'

Continued
02/01/2017

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.

GENERAL CONTRACT CONDITIONS FOR SMALL
CONSTRUCTION/DEVELOPMENT CONTRACTS
FORM HUD-5370-EZ

SUPPLEMENTAL CONDITIONS TO THE GENERAL
CONDITIONS OF THE CONTRACT FORM HUD-
5370-EZ

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

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

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

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

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

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

8. Changes

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

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

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

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

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

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

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

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

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

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

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

(c) Payrolls and Basic Records.

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

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

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

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

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

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

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

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

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

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

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

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

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

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.”

ADMINISTRATIVE REQUIREMENTS

- MINORITY & FEMALE BUSINESS ENTERPRISE,
SECTION 3, BUY AMERICAN,
- EQUAL EMPLOYMENT OPPORTUNITY
- INSURANCE REQUIREMENTS
- STIPULATION AGAINST LIENS

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’



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.

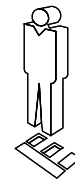
This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.

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.

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

STIPULATION AGAINST LIENS

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

and,

Re: Request for Quotes, dated May 16,2024
CFP 523-04 – Potomac Towers Sky Deck HVAC
Upgrade

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

NOW THEREFORE, on/effective _____,2024 it is agreed that no mechanic liens or claims or other liens, claims or actions shall be filed against the respective buildings and/or grounds appurtenant thereto by the above said _____, nor any subcontractor, material men or workmen or any person for any material or labor or extra material or labor purchased or furnished in connection with the work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith. In the event that any subcontractor, materialmen or workmen or any person files a mechanic's lien, claim or other action, the contractor shall indemnify, defend and save and hold the Housing Authority harmless from and against any such claims and liens.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN, MARYLAND

BY: _____ (SEAL)
Sean Griffith, Executive Director

BY: _____ (SEAL)
Carolyn Brooks, Chairperson
Board of Commissioners

BY: _____ (SEAL)

DAVIS-BACON

MINIMUM HOURLY WAGE RATES

INSTRUCTIONS

AND

WEEKLY PAYROLL CERTIFICATION FORMS

"General Decision Number: MD20240056 05/17/2024

Superseded General Decision Number: MD20230056

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)(1).

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

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/02/2024

3	04/05/2024
4	05/10/2024
5	05/17/2024

ASBE0024-004 10/01/2023

	Rates	Fringes
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 40.02	19.67

BRDC0001-003 04/28/2024		
	Rates	Fringes
STONE FINISHER.....	\$ 28.09	12.29

BRDC0001-004 04/28/2024		
	Rates	Fringes
TILE FINISHER.....	\$ 28.09	12.29

BRDC0001-006 04/28/2024		
	Rates	Fringes
TILE SETTER.....	\$ 33.41	13.94

BRMD0001-002 04/28/2024		
	Rates	Fringes
BRICKLAYER.....	\$ 37.50	14.38

CARP0423-001 05/01/2022		
	Rates	Fringes
CARPENTER.....	\$ 29.40	20.25

ELEC0307-002 11/27/2023		
	Rates	Fringes
ELECTRICIAN.....	\$ 37.80	19.51

ENGI0037-001 06/01/2022		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader.....	\$ 27.99	12.60
Bulldozer.....	\$ 30.95	12.60
Crane.....	\$ 32.95	16.40
Loader.....	\$ 30.95	12.60
Paver (Asphalt, Aggregate and Concrete).....	\$ 30.05	12.60
Roller.....	\$ 30.05	12.60

* IRON0568-001 05/01/2024

Rates	Fringes
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IRONWORKER, REINFORCING.....	\$ 30.69	24.15

LAB00616-001 05/01/2023		
	Rates	Fringes
LABORER (Pipelayer).....	\$ 23.24	22.10

LAB00616-002 05/01/2023		
	Rates	Fringes
LABORER (Common or General).....	\$ 23.06	22.10

LAB00710-001 04/01/2024		
	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 22.17	6.73

PAIN0051-006 06/01/2023		
	Rates	Fringes
PAINTER.....	\$ 27.46	11.56

PLUM0489-002 11/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 34.03	17.78
PLUMBER.....	\$ 36.03	17.78

ROOF0030-003 07/01/2023		
	Rates	Fringes
ROOFER.....	\$ 34.56	14.71

TEAM0639-002 06/01/2023		
	Rates	Fringes
TRUCK DRIVER (DUMP TRUCK).....	\$ 29.25	6.30

* UAVG-MD-0001 01/01/2024		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.51	24.53

* UAVG-MD-0002 01/01/2024		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.41	24.46

* UAVG-MD-0003 06/12/2023		
	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.59	23.15

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 37.89	22.51

SUMD2023-013 05/30/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.12	8.33
LABORER: Mason Tender - Cement/Concrete.....	\$ 19.35	8.70
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.36	11.83
OPERATOR: Forklift.....	\$ 25.22	5.47

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.
01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

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

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

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

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

F. HEALTH AND SAFETY

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

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

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)

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

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, 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.

Topics	Worker Rights	For Employers	Resources	Interpretive Guidance	State Laws	News
			FEDERAL GOVERNMENT +	LABOR DEPARTMENT +	WHD PORTALS +	
Wage and Hour Division			White House	About DOL	YouthRules!	
An agency within the U.S. Department of Labor			Benefits.gov	Guidance Search	Wage Determinations	
200 Constitution Ave NW Washington, DC 20210 1-866-4-US-WAGE 1-866-487-9243 www.dol.gov			Coronavirus Resources	Español		
			Disaster Recovery Assistance	Office of Inspector General		
			DisasterAssistance.gov	Subscribe to the DOL Newsletter		
			USA.gov	Read the DOL Newsletter		
			Notification of EEO Violations	Emergency Accountability Status Link		
			No Fear Act Data	A to Z Index		
			U.S. Office of Special Counsel			
Connect With DOL						
     						
Site Map		Important Website Notices		Privacy & Security Statement		

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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[illegible]

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(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish 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.

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

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

_____ from the full _____
(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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

SAMPLE OF PAYMENT APPLICATION

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$
- 2. NET CHANGE BY CHANGE ORDERS \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:

- a. _____ % of Completed Work
(Columns D + E on G703) \$
- b. _____ % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$

- 6. TOTAL EARNED LESS RETAINAGE \$
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:	Date:
By: _____	
State of: _____	
County of: _____	
Subscribed and sworn to before me this _____ day of _____	
Notary Public: _____	
My commission expires: _____	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____	Date: _____
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This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Instructions: G702®–1992, Application and Certificate for Payment



ACD Guide Author

Updated 7 months ago

Synopsis.

AIA Document G702® –1992, Application and Certificate for Payment, and G703®–1992, Continuation Sheet, provide convenient and complete forms on which the contractor can apply for payment and the architect can certify that payment is due.

The forms require the contractor to show the status of the contract sum to date, including the total dollar amount of the work completed and stored to date, the amount of retainage (if any), the total of previous payments, a summary of change orders, and the amount of current payment requested.

AIA Document G703-1992 breaks the contract sum into portions of the work in accordance with a schedule of values prepared by the contractor as required by the general conditions. [For all document details and a record of changes, see the summary »](#)

Using G702®–1992.

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702®, Application and Certificate for Payment.

The Contractor should sign G702®, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702® and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702®.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of AIA Document A201®. The Architect should then initial all figures on G702® and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702® and G703 should be forwarded to the Owner.

Making Payment

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702®, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702®.

Executing the document.

Persons executing AIA Document G702®–1992 should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Completing your Payment Application in the Online Service.

For more information about completing the Payment Applications in our online service, click here:

[Completing payment applications in the online service](#)

Important.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

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SPECIFICATIONS

SECTION 01010
CFP 523-04 – POTOMAC TOWERS SKY DECK HVAC UPGRADE
CFP 523
SUMMARY OF WORK

Section 01010 – Page 1

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Description.
- B. Contractor's Use of Site & Premises.
- C. Contractor Scheduling.
- D. Pre-Construction Meeting.
- E. Special Considerations.

1.02 PROJECT DESCRIPTION

- A. Replacement of the Sky Deck HVAC system in entirety.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Access to site: 8:00 AM to 4:30 PM Monday through 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, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, and the Friday following Thanksgiving Day, and Christmas Day. When a holiday falls on a weekend, either the Friday prior to, or the Monday following shall be considered the holiday. Confirm exact date with the Owner.
- B. 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. Fill voids created by stump removal with

SECTION 01010
CFP 523-04 – POTOMAC TOWERS SKY DECK HVAC UPGRADE
CFP 523
SUMMARY OF WORK

Section 01010 – Page 2

topsoil (not wood chips) to 2 inches above existing grade to allow for settlement.

- 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 early June, 2024. 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. Owner agrees that work can be completed by Winter 2024 or mutually agreed upon.

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 \$97.08/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.

SECTION 01010
CFP 523-04 – POTOMAC TOWERS SKY DECK HVAC UPGRADE
CFP 523
SUMMARY OF WORK

Section 01010 – Page 3

- 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.
- E. Clean up debris as it accumulates. Maintain a clean site at all times.

END OF SECTION

SKY DECK - HVAC UPGRADES

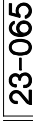
A. THE PROJECT IS TO REPLACE THE SKY DECK HVAC SYSTEM IN ENTIRETY

B. SCOPE OF WORK – THE FOLLOWING IS A SUMMARY OF THE NATURE AND INTENT OF THE WORK, IT INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

1. REMOVAL OF THE EXISTING HVAC SYSTEMS AND REPLACEMENT WITH A NEW HVAC SYSTEM
2. ELECTRICAL POWER WIRING AND CONTROLS,
3. OTHER MISC. WORK AS INDICATED OR REQUIRED FOR A COMPLETE INSTALLATION.

PROJECT DRAWING LIST

C-0.1	PROJECT COVER SHEET
M-0.3	MECHANICAL SCHEDULES
ME-1.1	SKY DECK MECHANICAL/ ELECTRICAL PLAN



L.S. GRIM, INC.
Consulting Engineers
MAIN OFFICE
19922 JEFFERSON BLVD., HAGERSTOWN, MD 21742-4367
PHONE: 301/791-1702 FAX: 301/797-4931
301/797-4931
2711 WASHINGTON BLVD., SUITE 550, GAITHERSBURG, MD 20878



HHA POTOMAC TOWERS
SKY DECK
HVAC UPGRADE
CT COVER SHEET

Professional Certification
I certify that these documents
were prepared or approved by
me, and that I am a duly
licensed engineer under the
laws of the State of Maryland.
License Number: 14401
Expiration Date: 4/27/2025

LESLIE SCOTT GRAM, P.E.
CO PROF. ENG. NO. PED050481
DC PROF. ENG. NO. PED020081
DE PROF. ENG. NO. 19813
GA PROF. ENG. NO. PED033862
HI PROF. ENG. NO. PE13843
MD PROF. ENG. NO. 14451
NC PROF. ENG. NO. 033364
NJ PROF. ENG. NO. 38487
NY PROF. ENG. NO. 075414
PA PROF. ENG. NO. PED032636

[illegible]

DRAWN BY: LBS
C-0.1
1 OF 3 SHEETS
DATE: APR 1, 2024

COMMERCIAL REGISTERS, GRILLES, & DIFFUSERS

MARK	DESCRIPTION	CFM	NECK	BLDG	COLOR	MATERIAL	MANUFACTURER & MODEL
D-1	24"x24" LAY-IN SUPPLY DIFFUSER	75	6"x	4"x	WHITE	STEEL	ROULEUR MODEL #840P23 V/ INTEGRAL ROUND NECK COLLAR AND PHINIO DAMPER
D-2	24"x24" LAY-IN SUPPLY DIFFUSER	120	8"x	4"x	WHITE	STEEL	ROULEUR MODEL #840P23 V/ INTEGRAL ROUND NECK COLLAR AND PHINIO DAMPER
D-3	24"x24" LAY-IN SUPPLY DIFFUSER	100	10"x	4"x	WHITE	STEEL	ROULEUR MODEL #840P23 V/ INTEGRAL ROUND NECK COLLAR AND PHINIO DAMPER
D-4	24"x24" LAY-IN SUPPLY DIFFUSER	120	12"x	4"x	WHITE	STEEL	ROULEUR MODEL #840P23 V/ INTEGRAL ROUND NECK COLLAR AND PHINIO DAMPER
D-5	24"x24" LAY-IN SUPPLY DIFFUSER	140	14"x	4"x	WHITE	STEEL	ROULEUR MODEL #840P23 V/ INTEGRAL ROUND NECK COLLAR AND PHINIO DAMPER
D-6	CEILING SURFACE MOUNTED SUPPLY DIFFUSER	50	6"x6"	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-7	CEILING SURFACE MOUNTED SUPPLY DIFFUSER	110	9"x9"	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-8	CEILING SURFACE MOUNTED SUPPLY DIFFUSER	200	12"x12"	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-9	CEILING SURFACE MOUNTED SUPPLY DIFFUSER	310	15"x15"	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-10	SURFACE MOUNTED SUPPLY DIFFUSER	425	18"x18"	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-11	PERFORATED IN RECESSED SUPPLY DIFFUSER	900	6"x	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-12	24"x24" LAY-IN PERFORATED SUPPLY DIFFUSER	175	8"x	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-13	24"x24" LAY-IN PERFORATED SUPPLY DIFFUSER	230	10"x	4"x4"	WHITE	STEEL	ROULEUR MODEL #84A F22 DB3 ROUAND TO SQUARE ADAPTER
D-14	4" UNIF AIR 3/4" T-FLUT DIFFUSER	300	12" DIA	2"x	WHITE	-	ROULEUR MODEL #PT85-V-46-3 -12"100-30-42
G-1	COMMERCIAL SUPPLY REGISTER	75	8"x4"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-2	COMMERCIAL SUPPLY REGISTER	140	10"x4"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-3	SIDE WALL SUPPLY REGISTER	175	12"x4"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-4	SIDE WALL SUPPLY REGISTER	210	14"x6"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-5	COMMERCIAL SUPPLY REGISTER	260	12"x6"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-6	COMMERCIAL SUPPLY REGISTER	265	14"x6"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-7	COMMERCIAL SUPPLY REGISTER	310	15"x6"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-8	COMMERCIAL SUPPLY REGISTER	400	20"x6"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-9	SIDE WALL SUPPLY REGISTER	610	20"x8"	2"x	WHITE	STEEL	ROULEUR MODEL #880V03
G-10	UNIF AIR BAR 1/2" T-FLUT DIFFUSER	110	6"x6"	2"x	-	-	ROULEUR MODEL #1000-60-8-P-00-X
R-1	24"x24" LAY-IN RETURN GRILLE	100	10"x	8"x	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-2	24"x24" LAY-IN RETURN GRILLE	200	10"x	10"x	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-3	24"x24" LAY-IN RETURN GRILLE	400	12"x	12"x	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-4	24"x24" LAY-IN RETURN GRILLE	600	16"x	16"x	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-5	24"x24" LAY-IN RETURN GRILLE	1500	20"x20"	N/A	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-6	24"x48" LAY-IN RETURN GRILLE	3000	24"x42"	N/A	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-7	24"x48" LAY-IN RETURN GRILLE	4000	32"x42"	N/A	WHITE	ALUM	ROULEUR MODEL #580OFF23
R-8	COMMERCIAL RETURN GRILLE	500	12"x12"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-9	COMMERCIAL RETURN GRILLE	600	12"x6"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-10	COMMERCIAL RETURN GRILLE	600	12"x6"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-11	COMMERCIAL RETURN GRILLE	900	18"x12"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-12	COMMERCIAL RETURN GRILLE	1400	24"x20"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-13	COMMERCIAL RETURN GRILLE	2000	24"x24"	N/A	WHITE	STEEL	ROULEUR MODEL #580OFF23
R-14	SURFACE MOUNTED RETURN GRILLE	500	30"x48"	N/A	-	ALUM	ROULEUR MODEL #580H-11-30-44-22
R-15	24"x24" LAY-IN RETURN GRILLE	1600	24"x24"	N/A	WHITE	STEEL	ROULEUR MODEL #6790 F-3

MECHANICAL UNIT SCHEDULE

[illegible]

CONDENSING UNIT SCHEDULE

MARK	CEILING CAPACITY	VOLTS	MAXIMUM FUSE	MINIMUM CIRCUIT	MANUFACTURER & MODEL #
CU-1	5 TONS	208V 3Ø	35	20	HEAT PUMP CONDENSING UNIT YORK WHITE08B35.

HHHA POTOMAC TOWERS
SKY DECK
HVAC UPGRADE
NICAL SCHEDULES

Professional Certification
 certify that these documents
 are prepared or approved by
 me, and that I am duly
 licensed engineer under the
 laws of the State of Maryland
 License Number: 14401
 Expiration Date: 4/29/2005

ESLIE SCOTT GRAM, P.E.
CO. PROF., ENG. NO. PE00050481
DC. PROF., ENG. NO. PE0002001
DE. PROF., ENG. NO. PE00103
GE. PROF., ENG. NO. PE00130
HA. PROF., ENG. NO. PE0302062
IA. PROF., ENG. NO. PE030943
MD. PROF., ENG. NO. 144501
NC. PROF., ENG. NO. 0333064
NJ. PROF., ENG. NO. 304897
NY. PROF., ENG. NO. 079454
PA. PROF., ENG. NO. PE0306386

[illegible]

M-0.3
2 OF 3 SHEETS
DATE: APR 1, 2024



1. EXACT CODES DESIGNATED ON PLAN AT DIFFUSERS LOCATION.
2. REGISTER, GRILLES AND DIFFUSERS DESIGNATIONS MAY APPEAR ON SCHEDULE BUT MAY NOT BE UTILIZED ON THE PLAN.
3. REFER TO PLAN FOR QUANTITY AND DESIGNATION.
4. REFER TO PLAN TO DETERMINE IF FILTERS ARE REQUIRED IN RETURN GRILLES. PROVIDE APPROPRIATE STYLE /MODEL TO ACCOMMODATE FILTERS.
5. ALL DIFFUSORS TO BE 4-WAY THROW, UNLESS NOTED OTHERWISE ON PLAN.

