



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

REQUEST FOR QUOTES, Q24004

**GENERAL CONTRACTORS:
REHABILITATION OF WIND DAMAGED UNIT AT
1019 SILVERMAN, LAS VEGAS, NV 89106**

**THIS PROJECT IS SUBJECT TO DAVIS BACON WAGES, CERTIFIED PAYROLL
AND SNRHA'S SECTION 3 PROGRAM**

**RFQ Q24004
NOVEMBER, 2023**

**Submission Deadline:
Wednesday, December 13, 2023, 10:00AM**

**PROCUREMENT AND CONTRACTS DEPARTMENT
340 North 11th Street, Suite 180
Las Vegas, NV 89101**

Tel: (702) 477-3144 - Fax: (702) 922-6648 - TDD: (702) 387-1898



**REQUEST FOR QUOTES
TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE
	SNRHA's NARRATIVE OF SERVICES	3
	IFB INFORMATION AT A GLANCE	4
1.0	SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES	5
1.1	SNRHA's Reservation of Rights	5
1.2	SNRHA's Protest Procedures	6
2.0	SCOPE OF WORK /TECHNICAL SPECIFICATIONS	9
2.1	Scope of Work	9
2.2	Work Site Location	9
2.3	Labor Rate	9
2.4	Time of Completion	9
2.5	Liquidated Damages	10
2.8	Government Standards: Safety	10
2.13	Technical Specifications	12
3.0	SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS	12
3.1	Pre-Bid Conference and Site Visits	12
3.2	Question and Answer Deadline	12
3.3	Bid Submission Deadline and Public Bid Opening	13
3.4	Bid Guarantee and/or Bid Bond	13
3.5	Bid Submittal Format	13
3.7	Labor Standards: Labor Rate and Certified Payroll/Weekly Certified Form WH-37	16
4.0	CONTRACT EVALUATION AND AWARD	17
4.1	License & Insurance Requirements	17
5.0	CONTRACT STANDARDS	17
6.0	ATTACHMENTS	17



SNRHA's NARRATIVE OF SERVICES

Southern Nevada Regional Housing Authority (SNRHA), an Accredited Management Organization®, was formed in January 2010 through the consolidation of the three housing authorities in the Las Vegas Valley. The consolidated SNRHA is the 32nd largest public housing authority in the country and the 6th largest PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii.

SNRHA has an annual budget of \$152 million and has received approximately \$20 million in American Recovery and Reinvestment Act (ARRA) funds. Further, the agency has received approximately \$13 million in Neighborhood Stabilization Program (NSP) funds.

SNRHA currently owns and manages 23 public housing properties, 386 scattered site units (single-family homes) totaling 2,651 public housing units. A total of 5,396 residents are served under this program. Of the 23 public housing properties 20 are conventional public housing, six (6) designated senior developments, four (4) designated as elderly/disabled developments, and ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties, one (1) designated senior development, and two (2) are designated as family developments.

SNRHA also administers over 11,000 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

SNRHA owns and manages an additional 1,035 affordable housing units (non-subsidized) which includes two (2) mobile home parks, two (2) senior sites, four (4) family sites and 32 scattered site units (single-family homes) including 141 NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally SNRHA manages 38 NSP single-family homes for the City of Las Vegas. The SNRHA helps provide housing to approximately 2,147 residents under this program.

SNRHA through its preservation efforts recently converted three (3) properties from Public Housing to Project Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 323 units, plus 8 HOME units serving a total of 881 residents under this program.

SNRHA has an extensive and honorable lineage as the successor to the Housing Authorities of Las Vegas, North Las Vegas, and Clark County. All of that expertise is now under one roof and we hope to serve our Southern Nevada residents and clients much more efficiently.

SNRHA is made-up of staff from diverse cultural, ethnic and racial backgrounds. We believe diversity promotes awareness and understanding, and allows creativity and openness to change. The SNRHA recognizes and celebrates workplace diversity and believes it is an essential part of our organization in order to face the challenges of the future.

Emerging Small Businesses (ESB), Minority, Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. For additional information regarding ESB, please contact the Governor's Office at (702) 486-2700 or www.diversifynevada.com or esbprogram@diversifynevada.com



IFB INFORMATION AT A GLANCE

<p>SNRHA CONTACT PERSON(S) ONLY:</p> <p>Note: Contact with any other SNRHA staff other than the named within this document is prohibited and will result in your Proposal being rejected. This also includes contact with SNRHA's Residents and Board of Commissioners.</p>	<p>Linda Simpson Telephone: (702) 477-3144 TDD: (702) 387-1898 Email: ha.economicengine.com, or</p> <p>Johnny Shaw Telephone: (702) 477-3146 Email: ha.economicengine.com</p>
<p>HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES:</p> <p>NOTE: Copies of bid documents received from sources other than the SNRHA will cause your bid to be deemed invalid.</p>	<p>1. To Only Download the Solicitation: www.snrha.org click on Procurement tab, click on "Current Bid Invitations" Downloading Questions: (702) 477-3160.</p> <p>2. To Respond, Q&A and Receive Addenda regarding this Solicitation: ha.economicengine.com and please note: you must first register your company in order to access this Solicitation.</p>
<p>PRE-BID CONFERENCE:</p> <p>SITE VISIT:</p>	<p>Wed., Nov., 15, 2023, 9AM AM (PST), 1019 SILVERMAN, LV, NV 89106</p> <p>Wed., Nov., 15, 2023, following the Pre-Bid Conference: 9:30 AM: 1019 Silverman, LV, NV 89106</p>
<p>QUESTION & ANSWER SUBMISSION DEADLINE:</p>	<p>Wed., Nov., 29, 2023, 10:00AM (PST) All questions and answers must be submitted in writing to ha.economicengine.com. Questions and/or requests for clarification will not be responded to after the Q & A deadline date and time.</p>
<p>SEALED BID SUBMISSIONS:</p>	<p>Wed., Dec., 13, 2023, 10:00AM 2 sealed, hard-copy bids must be submitted by the stated deadline to: Southern Nevada Regional Housing Authority Procurement Department 340 N. 11th Street, Suite 180 Las Vegas, NV 89101</p> <p>Electronic bids must be submitted by the deadline date and time as well at ha.economicengine.com. One without the other will deem your bid non-responsive.</p> <p>No Public Bid Opening: Results will be posted on the noted websites. Sealed Bids must be received by SNRHA by the deadline date and time. Mailed bids must be post-marked prior to submission deadline to be considered. Unsealed or late bids will be rejected.</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD</p>	<p>Thursday, Dec., 20, 2023, 12N</p>
<p>Emerging Small Business (ESB): Women, and/or minority-owned businesses are encouraged to participate in our Solicitation Processes. For full details of the ESB Program and for possible increased business opportunities, contact (702) 486-2700, www.diversifynevada.com or esbprogram@diversifynevada.com</p>	



1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

1.1 SNRHA's Reservation of Rights:

- 1.1.1 The SNRHA reserves the right to reject any or all proposals, to waive any informality in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the SNRHA to be in its best interests.
- 1.1.2 The SNRHA reserves the right not to award a contract pursuant to this Solicitation or award a contract to more than one Contractor if it deems it is necessary to do so.
- 1.1.3 The SNRHA reserves the right to terminate a contract awarded pursuant to this Solicitation, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this Solicitation.
- 1.1.5 The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Procurement Manager (PM).
- 1.1.6 The SNRHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.1.7 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this Solicitation, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.1.8 The SNRHA shall have no obligation to compensate any bidder for any costs incurred in responding to this Solicitation.
- 1.1.9 The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.1.10 SNRHA reserves the right and requires all contractors to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.1.10.1 Contractor agrees to comply with the federal statues relating to non-discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.
 - 1.1.10.2 The Bidder agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.



- 1.1.11** The SNRHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Solicitation is prohibited from the time the Solicitation is advertised until it is recommended for award of a contract. Questions pertaining to this Solicitation shall be addressed only to the “Designated Contact(s)” as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive
- 1.1.12** The SNRHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the SNRHA websites at ha.economicengine.com and/or www.snvrha.org and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.2 Protest Procedures:** Any prospective or actual bidder, offeror, or contractor in connection with the solicitation of a bid or award of a contract, shall have the right to protest.
- 1.2.1** To be eligible to file a protest with the Public Housing Authority (PHA) pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 1.2.2** A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Executive Director/Contracting Officer (ED/CO) or his designate(s) have made a determination on the protest and awards the contracts.
- 1.2.3** Neither the BOC, ED/CO nor its authorized representative is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- 1.2.4** The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.
- 1.2.5** A Protest shall be in writing, and must include the following:
- 1.2.5.1** A bond;
 - 1.2.5.2** The name, address and phone number(s) of the protestor;
 - 1.2.5.3** The solicitation/contract number and project title;
 - 1.2.5.4** A detailed statement of the basis for the protest;
 - 1.2.5.5** Supporting evidence or documents to substantiate any arguments;



- 1.2.5.6 The form of relief or remedy requested;
- 1.2.5.7 All protests shall be submitted to the ED/CO or his/her designee;
- 1.2.5.8 The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor, or the protest will not be considered;
- 1.2.5.9 All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
- 1.2.5.10 Bond Requirement for Protest;
- 1.2.5.11 A bond or surety is required to be submitted with the protest documents (noted above);
- 1.2.5.12 A protest submitted without the bond or security shall not be considered;
- 1.2.6 **Protest Bond/Security:** A bond with good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the SNRHA. The bond or surety must be in an amount equal to 25% of the total value of the bid; and
- 1.2.7 A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.
- 1.2.8 **Receipt of Protest:**
 - 1.2.8.1 Upon timely receipt of the protest, the ED/CO or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested;
 - 1.2.8.2 SNRHA Legal Counsel may be obtained at the approval of the Executive Director/Contracting Officer (ED/CO) or the designate;
 - 1.2.8.3 Prior to submitting a response to a protest, the ED/CO must ensure compliance with HUD and other applicable regulations;
 - 1.2.8.4 If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the ED/CO and/or ED/CO shall prepare any all subsequent responses; and
 - 1.2.8.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.
- 1.2.9 **Response to Protest:**
 - 1.2.9.1 The Contracting office shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. The ED/CO shall fully document the protest decision in writing in the contract file.



1.2.10 Denials of Protest:

1.2.10.1 The CO shall notify the protestor in writing of the SNRHA's decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with the SNRHA's protest procedures.

1.2.10.2 **Note:** When the protest is denied, the SNRHA may make a claim against the bond or other security in an equal amount to the expenses incurred due to the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the company/individual who posted the bond or submitted the security. A request for Appeal Hearing ceases this action until a final determination is made.

1.2.11 Protest – Appeal Hearing:

1.2.11.1 If the company or individual protesting does not agree with the written opinion and decision issued by the ED/CO, the protestor may request an Appeal Hearing.

1.2.12 Appeal Hearing Procedures:

1.2.12.1 The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the CO within five (5) calendar days of receipt of the written opinion and decision. Failure to request an appeal hearing within five (5) calendar days of receipt of the written opinion and decision or comply with the instructions below shall relieve the SNRHA of any responsibility to consider the request. The following procedures must be adhered to:

1.2.12.2 The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

1.2.12.3 After review of the request is submitted, it shall be within the administrative powers of the contracting officer to grant or deny any request for administrative appeal.

1.2.12.4 After a complete review of the alleged aggrieved protestant's written request and supporting data, if the ED/CO decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

1.2.12.5 After a complete review of the protest and findings, if the ED/CO decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the SNRHA Legal Counsel for consideration. The 10 days of his/her receipt of such documents.

1.2.12.6 Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.



2.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR QUALIFIED GENERAL CONTRACTORS:

The successful Bidder shall possess all of the required state and local licenses, and certifications required to perform work of the type required by this RFQ in the State of Nevada, County of Clark and provide copies to SNRHA.

2.1 Scope of Work: General Contractor shall provide labor, materials and equipment as required for the complete Rehabilitation of Wind Damaged Unit at the following service site stated in Section 2.2. All work to be provided shall be pursuant to the specifications and Scope of Work as described within this RFQ Package and any additional Addenda. **(See Attachment H for complete Scope of Work)**

2.2 Work Site Location: 1019 Silverman, Las Vegas, NV 89105

2.3 Labor Rate: Bidder/Contractor's bid is based on the current Davis Bacon Wage Rate requirements. **Department of Labor (DOL) Davis Bacon Wage Rates Decision No. NV20230042, 10/13/2023 (See Attachment C).**

Bidder/Contractor and all subcontractors must meet current state minimum wage requirements. Davis Bacon Wages is applicable to this project and the current Wage Decision is attached. The following information must be provided to the SNRHA's Davis Bacon Specialist, Irma Solis, at isolis@snvrha.org regarding contracted employees:

2.3.1.1 List of Employees

2.3.1.2 Job Title

2.3.1.3 Description of Work Duties

Note: At any time employees are removed or replaced during the term of this contract the SNRHA shall be promptly notified of the change and provided the required information for the new employee.

2.4 Time of Completion for Total Project: The work on the site shall be substantially completed **within forty-five days (45 calendar days) after the Contractor receives the Notice to Proceed.** Completion shall be further defined as "Substantial Completion" of the work in progress to include but not limited to:

2.4.1 All final inspections and Certificate of Occupancy Inspections are approved by Clark County Nevada and any other agency having jurisdiction over the project as required.

2.4.2 Minor punch list items: If the work does not require a permit from a local jurisdiction, only minor punch list items will be considered for remaining work. Minor punch list items shall be defined as: adjusting components, touch up paint, minor clean-up, not to include hauling debris away from the site, etc.

2.4.3 When a project is declared "**Substantially Completed**" the only work left to complete will be minor punch-list items.

2.4.4 The Contractor shall notify the SNRHA in writing when the job is considered substantially complete and the requirements in Section 2.4 have been met. Lack of written notification will result in the accrual of contract time until written notice is received.

2.4.5 The SNRHA must have the concurrence of the Engineer/Professional of Record before the job is considered "Substantially Complete".



- 2.4.6** Final payment application (10% retention) cannot be released until the punch list has been completed, all certified payroll issues have been addressed and all close-out documents have been received and approved by the SNRHA.
- 2.5** **Liquidated Damages: Refer to Form HUD 5370, Section 33, p12:** As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the SNRHA **the sum of \$100.00 per dwelling unit per day** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted.
- 2.6** Bidder/Contractor shall comply with all laws, ordinances, and regulations applicable to the specifications herein and are to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in anyway affect the delivery of Contractor's services.
- 2.7** Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of the contract awarded in the format prescribed by, and at the intervals required by SNRHA. These include, but are not limited to payroll reports, certifications and other various forms required by HUD.
- 2.8** **Government Standards – Safety:**
Safety Plan for Construction and Maintenance Contracts: Bidder/Contractor shall have in place a Safety Plan for its company that shall be in accordance with OSHA Regulations and include a Training Plan for its employees. Bidder/Contractor shall use safety devices in accordance with the applicable laws and regulations pursuant to the work performed under this IFB so as to ensure public safety. Bidder/Contractor shall take all steps necessary to ensure that work area is properly secured to provide the reasonable safeguard of persons, property and to prevent exposure to unsafe conditions. Bidder/Contractor shall ensure that all devices and chemicals used are in accordance with OSHA and EPA and any other state, federal, county and city regulations. Bidder/Contractor shall provide MSDS for all products and devices used in providing the service and shall provide a copy of their Safety and Training Plan to the SNRHA.

Note: All supervisors must possess an OSHA 30 Certification and all other employees an OSHA 10 Certification. Please place your Safety and Training Plan as pursuant to OSHA Regulations under Tab 6 of your Bid; CD's or Flash Drives submissions are also acceptable)

It is the responsibility of the Bidder/Contractor to ensure that all items and services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NOSHA) and environmental control (e.g., EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Bidder/Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur. Pursuant to the services to be provided the laws and safety regulations.

2.8.1 Personal Protection and Equipment (PPE):

Bidder/Contractor shall at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the scope of work being performed for SNRHA, including emergencies. Bidder/Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning Occupational Health and Safety (OSHA) including a safety plan for accident prevention. The Service



Provider's Safety Plan must include the use of PPE; following all Federal/State OSHA and EPA regulations requirements for PPE related to your NV State/County License.

Bidder/Contractor shall prohibit/prevent the presence of the use of alcohol or drugs by its employees, subcontractors or suppliers at all SNRHA job site/locations. Immediate stop work is required by service provider if any such person is found to be under the influence of alcohol or drugs.

Bidder/Contractor is responsible to pay all fines or penalties assessed upon performance violations relating to the scope of work. Bidder/Contractor shall conduct inspections to determine that safe working conditions and equipment exist and safe practices are observed; and accepts sole responsibility for providing a safe place to work for its employees and the employees of all subcontractors.

Bidder/Contractor shall immediately notify SNRHA Property Manager and/or SNRHA's representative of any unsafe conditions or practices observed on the work site. Furthermore, contractor shall immediately contact the SNRHA Project Manager, Property Manager and Procurement Department of any accidents or injuries on the work site performed under this PO or Contract.

Bidder/Contractor must provide to their staff for all SNRHA projects, Material Safety Data Sheets (MSDS) which are maintained in a visible place or company vehicle for any hazardous material used in completion of the work performed for SNRHA.

Non-compliance to any OSHA and EPA regulations including PPE standards will result in termination of PO/Contract, in addition may include non-payment of services.

- 2.9 **Bidder/Contractor/Subcontractors, Employee Background Checks:** To ensure the safety of SNRHA residents and staff, Bidder, Contractor, or Subcontractors are required to perform background check on all of their employees working on SNRHA property. SNRHA have the right to request the said background verifications during the course of the contract.
- 2.10 **Occupancy of Development During Contract Period:** If applicable, Bidder/Contractor is advised that if the development and/or service site will be occupied during the entire time of the contract awarded pursuant to this RFQ – it is essential that basic consideration be taken into account in preparing for, scheduling, and carrying out the work under such contract awarded pursuant to this RFQ. The Bidder/Contractor and all subcontractors must bear in mind at all times that the work must be carried out expeditiously with all reasonable measure to eliminate exposure to potential hazards and minimal disruption to the lives and activities of the residents of the service site.



2.11 Discrepancies in Specifications and Designs: Bidder/Contractor must carefully read the specifications, examine the designs and details, and inspect the entire site for existing conditions prior to submitting bid. Errors, Omissions, and conflicts must be reported to SNRHA for interpretation, special instructions, or addendum.

2.11.1 If there are any discrepancies in the Designs or the document deemed to be the best practice or item by SNRHA shall govern. If Bidder/Contractor identifies such discrepancy in connection with preparing its bid, Bidder/Contractor shall seek and acquire written clarification from SNRHA per the guidelines as identified in the solicitation. Any bid submitted without such clarification shall be interpreted in favor of the SNRHA, and Bidder accepts full responsibility for its failure to identify and reconcile such discrepancy prior to submitting its bid.

2.12 Responsibilities:

2.12.1 Contractor shall be responsible for removing any debris from the development related to the Bidder's activities performed in connection with any contract awarded pursuant to the solicitation in any unsecured area at the end of each workday. Bidder shall repair and/or replace any property damaged in any secured area during period of work. Bidder shall ensure that all work performed by the Bidder, or their subcontractors, is done in a professional manner and in compliance with all codes, laws, regulations, and industry standards.

2.12.2 Permit & Licenses: Bidder/Contractor is responsible for obtaining all permits and licenses as it relates to the Scope of Work for this solicitation. Bidder must be a duly licensed contractor in the State of Nevada for the category of work identified in the Scope of Work. Bidder must also be licensed to do business in governing jurisdictions.

2.13 Technical Specifications and Scope of Work: See Attachment H for complete Scope of Work

Provide all necessary labor and material to equipment for the rehabilitation of wind damaged unit at 1019 Silverman, LV, NV 89106 as stated within Section 2.2 above. Finished repairs must be free of all defects.

3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS: (Refer to Attachment C, HUD 5369 Instructions to Bidders for more details). Award will be made to the most responsive, responsible, lowest General Contractor (bidder) that meet all requirements of the conditions and Form of Bid, General Requirements and Contract requirements for all locations and work.

3.1 Pre-Bid Conference and Site Visits:

Pre-Bid Conference: **Wed., Nov., 15, 2023, 9AM, 1019 Silverman, Las Vegas, NV 89106**

Site Visit: **Wed, Nov., 15, 2023, 9:30AM**, following Bid Conference:
9:30 AM: 1019 Silverman, Las Vegas, NV 89106

All prospective bidders must attend. The purpose is to site-verify the scope of work and review bid submission requirements and to address prospective bidders' initial questions and concerns.

3.2 Question & Answer Period: All questions and requests for interpretation must be provided type-written and in writing by **Nov., 29, 2023, by 10:00 AM (PST)**. Questions will not be responded to after the deadline. All questions must be emailed to: **Linda P. Simpson, ha.economicengine.com**



3.3 Bid Submission Deadline and Public Bid Opening:

3.3.1 Bid Submission Deadline: Wed., Dec., 13, 2023 at 10:00 AM (PST); Two (2) Sealed, hard copy bids (provided in a sealed envelope or box) are to be submitted to SNRHA Procurement & Contracts Office, 340 N. 11th Street, Suite 180, Las Vegas, NV 89101.

Electronic pricing must be input at ha.economicengine.com for each Property. The total of the property must equal to the total amount noted on the Bid Form in Tab 3 of your Bid Submittal. **Your bid will be deemed non-responsive without both 2 sealed, hard-copy bids (one marked original and one marked copy, with corresponding tabs) and your electronic submission.**

3.3.2 No Public Bid Opening: Bid Results will be posted on the noted websites in the form of an Addendum.

3.4 Bid Guarantee and Bid Bond: Applicable to all construction and equipment contracts: 5% Bid Guarantee must be submitted with the Bid Submittal under Tab 4. Bids submitted without at least **5% Bid Guarantee** of the amount of the total Bid, shall be considered non-responsive and not considered for award of contract. **The Bid Guarantee may be in the form of a cashier's check payable to the SNRHA or U.S. Government Bonds at par value or a Bid Bond secured by a surety company acceptable to the U.S. Government** and authorized to do business in the state where the work is performed. Refer to HUD 5369 Form, Instructions to Bidders, page 3, Section 8, (attached).

Also, be advised that upon award, a **100% Payment and Performance Bond equal to the amount of the bid is required, which guarantees the work, if bid is \$100K or more.**

3.5 Bid Submittal Format: In order that the SNRHA can properly evaluate the offers received, all bids submitted in response to this solicitation must be formatted in accordance with the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding Tab as referenced below. It is preferred and recommended that the Bidder use an appropriate sized 3 ring binder that if necessary, the information can be removed and returned to the binder in its original condition.

3.5.1 Tabbed Bid Submittal: The RFQ including attachments is the entire package of information necessary for potential bidders to submit a bid. The RFQ includes a description of the services or services being purchased, any unique technical information, time and place of bid opening, time and place of site inspections or Pre-Bid Conference, a form for stating the bid price and any required forms, as outlined below:

3.5.1.1 Tab No. 1: Bid Submission and Format Checklist: (Attachment A to this Solicitation) This 2-page form must be fully completed, executed where provided and submitted under this Tab as a part of your Bid submittal. It is recommended that it be used as a guide to ensure all required documents are included in your Bid Submittal.

3.5.1.2 Tab No. 2: Disclosure of Ownership Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors.**

Conflict of Interest Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors**



Statement of Bidders Qualifications Form (General Contractor):

(Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal.

- 3.5.1.3 **Tab No. 3: Bid Form and HUD Form 51000 Schedule of Amounts for Contract Payments** (Attachment B): These documents must be fully completed, executed and submitted under this Tab as part of your Bid Submittal. HUD Form 51000 must be included for the service site.
- 3.5.1.4 **Tab No. 4: 5% Bid Guarantee or Bid Bond** (Attachment B) Must be submitted with the Bid submittal under this Tab. Bid submittal provided without the Bid Guarantee or Bid Bond shall be considered Non-Responsive and not considered for award of contract. Refer to HUD 5369 Instructions to Bidders, page 3, Section 8.
- 3.5.1.5 **Tab No. 5: Required HUD & SNRHA Forms:** The following forms are attached as Attachment C to this IFB Document and must be utilized and/or executed and returned under this Tab:
 - 3.5.1.5.1 **HUD Form 5369-A, Representations, Certifications and Other Statement of Bidders;** (Complete and Return under this Tab)
 - 3.5.1.5.2 **Subcontractor's List:** This form must be fully completed with addresses of subcontractors at the time of bid. **Subcontractors who are not submitted at the time of Bid, will not be considered for approval.** (Complete and Return under this Tab)
 - 3.5.1.5.3 **Subcontractor Affirmative Action Form:** This form must include each trade used. (Complete and return under this Tab)
 - 3.5.1.5.4 **Suggested Affirmative Action Plan for Utilization Area Businesses:** (Complete and return under this Tab)
 - 3.5.1.5.5 **SNRHA Drug-Free Workplace Certification,** (Complete and return under this Tab)
 - 3.5.1.5.6 **Authorization to Release Information,** (Complete and return under this Tab)
 - 3.5.1.5.7 **Non-Collusive Affidavit Certification,** (Complete, Notarize and return under this Tab)
- 3.5.1.6 **Tab No. 6: Managerial Capacity/Financial Viability:** The Bidder's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including financial statement, brief resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form. Such information shall include the bidder's qualifications to provide the services; a description of the background and current organization of the institution, including a current organizational chart.

References: The Bidder shall submit a listing of former or current references, including Public Housing Agencies, for whom similar or like services have been performed. The listing shall include:



- 3.5.1.6.1 The client's name,
- 3.5.1.6.2 The client's address,
- 3.5.1.6.3 The client's telephone number, and
- 3.5.1.6.4 A brief description and scope of services provided including the dates the services were provided.

3.5.1.7 Tab No. 7: SNRHA's Section 3 Clause and Contractor Initial Response Form: (Attachment E) The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge acceptance and receipt by signature and return of the Section 3 Clause and Contractor Initial Response.

3.5.1.8 Tab No. 8: Equal Employment Opportunity Policy (EEO): (Attachment F) The Bidder must provide a copy of its EEO Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible.

3.5.1.9 Tab No. 9: Section 3 Business Preference (Optional Item): (Attachment G) For any Bidder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form and any other documentation required by that form under this Tab. If the Bidder does not claim a Section 3 Preference, please note under this Tab a statement that reads, NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED". **Note: Registering on the HUD Section 3 Business database does not qualify you as a Section 3 Business or provide you with a Section 3 Business Certification.**

3.5.1.10 Tab No. 10: Joint Venture Information (Optional Item): The Bidder shall identify hereunder whether or not he/she intends to submit a Bid as a Joint Venture with another entity. The Bidder should provide proof of filing with the State and any and all applicable agencies of the joint venture and all required documentation forming this venture. This Document must be fully completed, executed and submitted under this Tab as part of your Bid Submittal.

Note: Please remember that all information required from the Bidder under the proceeding tabs must also be included for any joint venture.

3.5.1.11 Tab No. 11: Other Information (Optional Item): The Bidder may include under this tab any other general information he/she deem necessary.

If No Information Submitted: If no information is to be placed under any of the Tabs (especially the Optional Tabs), please place a statement such as 'NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK". Do not eliminate any of the Tabs.

3.6 Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of the contract awarded in the format prescribed by, and at the intervals required by, SNRHA. These include, but are not limited to, payroll reports, certifications, and other various forms required by HUD.



3.7 Labor Standards – Davis-Bacon and Related Acts -This project is subject to the attached Davis Bacon Wage Decision: *Only applies to construction project over \$2,000.* All other labor rates are in accordance with State of Nevada Labor Laws.

3.7.1 Labor Rate:

Work to be performed is subject to Davis-Bacon wage requirements for all contracts where the construction is estimated to be over \$2,000. All laborers and mechanics employed under this contract as a result of this solicitation will be paid unconditionally and not less often than once a week at minimum labor rate established in the Davis Bacon Wage Decision noted below.

3.7.2 The construction activity for this scope of work may require additional labor classifications not reflected in the approved wage decision, i.e., painter, plumber, etc. Therefore, enclosed is HUD-4230-A, Report of Additional Classification and Rate.

3.7.3 Certified Payroll/Weekly Certified Payroll Form WH-37: must be submitted during the term of this contract. 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;

3.7.4 Contractor shall maintain daily and weekly records as to the employees/workers performing work on this project. Additionally, upon request, Contractor shall provide to SNRHA's Davis Bacon Specialist, Irma Solis, isolis@sivrha.org, after execution of contract.

3.7.4.1 List of Employee

3.7.4.2 Job Title

3.7.4.3 Description of Work Duties

Note: At any time during the term of this contract employees are removed or replaced; SNRHA shall be notified promptly of the change and provide the required information for the new employee.

4.0 CONTRACT EVALUATION AND AWARD:

The SNRHA intends to retain the successful bidder based on the lowest bidder being responsive and responsible (24CFR 85.36(b)(8)). To be considered responsive, a bid must conform to the material requirements of the solicitation. The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. After determining the responsiveness of the low bid, the Contracting Officer shall determine if the bidder is responsible. Have adequate financial resources to perform the contract, or the ability to obtain them; Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments; Have a satisfactory performance record; Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP and System for Award Management.



4.1 License and Insurance Requirements: The successful Bidder/Contractor shall possess all of the required state and local contractors' licenses, and certifications required to perform work of the type required by this solicitation in the State of Nevada, County of Clark and provide copies to SNRHA. The following are the required insurance certificates and/or limits:

- 4.1.1 Certificate of Insurance per these specifications to be provided upon award of contract.
- 4.1.2 Policy of General Liability insurance, with a minimum coverage of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, together with damage to premises and fire damage of \$50,000 and medical expenses for anyone person of \$5,000, with a deductible of not greater than \$1,000. The SNRHA shall be named upon the certificate as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
- 4.1.3 Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000 or for every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and
- 4.1.4 Appropriate worker's compensation coverage. (Not applicable if entity consists of only one employee).
- 4.1.5 Failure to maintain the above-reference insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.1.6 Certificate Holder's Information shall be addressed as follows and delivered via US postage-paid mail to:

Southern Nevada Regional Housing Authority
Attn: Procurement & Contracts Office
Post Office Box 1897
Las Vegas, NV 89125
or emailed to or emailed to: procurement@sivrha.org

5.0 CONTRACT SERVICE STANDARDS: All work performed pursuant to this solicitation must confirm and comply with all applicable local, state and federal laws.

6.0 ATTACHMENTS: Recap of Section 3.5

- 6.1 **ATTACHMENT A: Bid Submission and Format Checklist Form** (use as a guide, return under Tab 1 of your Bid).
- 6.2 **ATTACHMENT B:**
 - 6.2.1 **Disclosure of Ownership Form**, (Return under Tab 2 of your Bid);
 - 6.2.2 **Disclosure of Conflict of Interest Form**, (Return under Tab 2 of your Bid);
 - 6.2.3 **Statement of Bidders Qualifications Form**, (Return under Tab 2 of your Bid);
 - 6.2.4 **Bid Form**, (Return under Tab 3 of your Bid);
 - 6.2.5 **HUD Form 51000, Schedule of Amounts of Contract Payments** (one for each service site for a total of 1; must equal to the total Bid amount on Bid Form)



- 6.2.6 Bid Guarantee or Bid Bond**, (Return 5% of Total Bid Amount under Tab 4 of your Bid, in the form of Cashier's Check made payable to the Southern Nevada Regional Housing Authority or Security Bond with raised seal)
- 6.3 ATTACHMENT C: HUD & SNRHA REQUIRED FORMS:**
- 6.3.1 HUD Form 5369, Instructions to Bidders for Contracts and Indian Housing Programs**, (Keep for your information);
 - 6.3.2 HUD Form 5369A, Representations, Certifications and other Statement of Bidders**, (Return under Tab 5 of your Bid);
 - 6.3.3 HUD Form 5370, General Conditions for Construction Contracts** (Keep for your information)
 - 6.3.4 HUD Bulletin 90-23**, (Keep for your information);
 - 6.3.5 Davis Bacon Residential Wages General Decision, Certified Payroll and Employee List**, (Keep for your information; will be required after award);
 - 6.3.6 Subcontractor's List**, (Return under Tab 5 of your Bid);
 - 6.3.7 Subcontractor Affirmative Action Form** (Return under Tab 5 of your Bid);
 - 6.3.8 Suggested Affirmative Action Plan for Utilization Area Businesses** (Return under Tab 5 of your Bid)
 - 6.3.9 SNRHA Drug-Free Workplace Certification** (Return under Tab 5 of your Bid);
 - 6.3.10 Non-Collusive Affidavit Certification** (Return under Tab 5 of your Bid);
 - 6.3.11 Authorization to Release Information** (Return under Tab 5 of your Bid);
 - 6.3.12 SNRHA Sample Contract & Insurance Certificate** (Keep for your information)
- 6.4 ATTACHMENT D:** SNRHA's Section 3 Clause and Contractor Initial Response Form (Return under Tab 7 of your Bid)
- 6.5 ATTACHMENT E:** Equal Employment Opportunity Policy, (Return under Tab 8 of your Bid)
- 6.6 ATTACHMENT F:** Section 3 Business Preference (Optional Submission), if claiming preference, complete and return under Tab 9 of your Bid, with certification)
- 6.7 ATTACHMENT G:** Additional Clauses, (Keep for your information); and
- 6.8 ATTACHMENT H:** Scope of Work and all supporting documents (Keep for your information) including frequently asked questions regarding these services.



ATTACHMENT A

BID SUBMISSION FORMAT CHECKLIST



BID SUBMISSION AND FORMAT CHECKLIST

Page 1 of 2

IMPORTANT: Each bidder must submit two (2) hard-copy bid submittals, (1 original and 1 copy marked "Copy") sealed in an envelope or box to include company name, address, solicitation number and name of services. The SNRHA will not accept your package if it's unsealed. It is recommended that submittals are provided in binders with numbered tabs that extend out from the sides of the pages. Bidders are also required to sign and date and return any and all applicable forms as requested within this Solicitation. Please use this form as a guide by marking an "X" where provided to indicate that the information has been included within your hard-copy bid submittal. Also complete the Section 3 Statement and the Bidder's Statement as noted below.

COMPANY NAME:

- ___ TAB 1. The "Bid Submission and Format Checklist" Form (Attachment A)

- ___ TAB 2. The "Disclosure of Ownership" Form (Contractors and Subs) (Attachment B)
___ The "Disclosure of Conflict of Interest Form"
___ Statement of Bidders Qualifications Form (Attachment B)
___ IRS W9 Request for Taxpayers Identification Number (Attachment B)

- ___ TAB 3. The "Bid Form" signed with written amount and dollar figure (Attachment B)
___ HUD Form 51000, Schedule of Amounts of Contract Payments, (Attachment B)
___ **Note:** Provide one HUD Form 51000 for each property and Bid cost must be entered at ha.economicengine.com and MUST equal the total amount indicated on Bid Form

- ___ TAB 4. The "Bid Guarantee" or "Bid Bond" (Attachment B)
___ **Note:** 5% of total bid amount is required with your bid submittal

- ___ TAB 5. REQUIRED HUD & SNRHA FORMS: (Attachment C)
___ HUD Form 5369A, Representations, Certifications and Other Statement of Bidders
___ Subcontractor's List, complete list with addresses ONLY at time of Bid for approval
___ Subcontractor Affirmative Action Form
___ Suggested Affirmative Action Plan for Utilization Area Businesses
___ SNRHA Drug-Free Workplace Certification
___ Non-Collusive Affidavit Certification
___ Authorization to Release Information

- ___ TAB 6. Managerial Capacity/Financial Viability, include brief resumes'
___ References
___ Safety and Training Plan, pursuant to OSHA and EPA Regulations (CD or flash drive)

- ___ TAB 7. SNRHA's Section 3 Clause and Contractor Initial Response Form (Attachment D)

- ___ TAB 8. Equal Employment Opportunity Policy (Attachment E)

- ___ TAB 9. Section 3 Business Preference, (Optional Item), must include Certification, (Attachment F)

- ___ TAB 10. Subcontractor/Joint Venture Information, (Optional Item)

- ___ TAB 11. Other Information You Deem Necessary That the SNRHA Should Know



BID SUBMISSION FORMAT CHECK LIST
PAGE 2 OF 2

SECTION 3 STATEMENT

Are you claiming a Section 3 Business Preference? YES___or NO___. If "YES", pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? _____

BIDDER'S STATEMENT

The undersigned Bidder/Contractor hereby states that by completing and submitting this Form and all other documents within this Bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the Bid submittal, and by entering and submitting the costs where provided within the noted website, the undersigned Bidder/Contractor is thereby agreeing to abide by all terms and conditions pertaining to this solicitation as issued by the HA, either in hard copy or on the noted website, including an agreement to execute the attached sample contract form. Pursuant to all solicitation documents, this Form of Bid and all attachments and pursuant to all completed documents submitted, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within this solicitation and your bid.

SIGNATURE

DATE

PRINTED NAME

COMPANY NAME



ATTACHMENT B

REQUIRED SNRHA FORMS

1. SNRHA Disclosure of Ownership Form
2. SNRHA Disclosure of Conflict of Interest Form
3. Statement of Bidders Qualifications Form
4. Bid Form (total for entire project)
5. HUD Form 51000, Schedule of Amounts of Contract Payments
Note: Provide 1 HUD Form 51000 for each site, for a total of 1
6. Bid Guarantee or Bid Bond (5% of total bid amount is due at time of Bid submission)



DISCLOSURE OF OWNERSHIP

INSTRUCTIONS: This form must be completed by the General/Prime Contractor, each Sub-contractor and Joint Venture Partnerships. Please provide copies of all Business Licenses, Articles of Incorporation, etc., and WBE, MBE Section 3, RBE Certifications with this form.

* REQUIRED FIELDS

*Company Name	*Address	
*City, State & Zip	*Telephone	Fax
*Primary Contact	*Title	
*Email Address	*Federal Tax Identification Number	DUNS #
*Business License Number	State of Nevada Contractor's License Number, If any	

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY WHO ARE AUTHORIZED TO SIGN ON COMPANY'S BEHALF

Please list additional principals on a separate sheet of paper.

*Name	*Title	% Owned
_____	_____	_____
Name	Title	% Owned
_____	_____	_____

***SUPPLIER DIVERSITY STATEMENT: IF YOU DO NOT COMPLETE THIS AREA, WE CANNOT ADD YOUR FIRM TO OUR ELIGIBLE LIST.** SNRHA receives federal funding; we **MUST** report to the government our supplier diversity efforts. This Information is used for coding and reporting purposes only and will not affect the ability of your firm to do business with our agency. **Resident (RBE) Minority (MBE) or Women-Owned (WBE) Business Enterprise** qualifies by virtue of **51%** or more of the ownership and active management by one or more of the following (check all that apply):

<input type="checkbox"/> Male Owned	<input type="checkbox"/> Public Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Woman Owned	<input type="checkbox"/> Caucasian American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Asian/Pacific	<input type="checkbox"/> Hasidic Jew	<input type="checkbox"/> Asian/Indian	<input type="checkbox"/> SNRHA Resident
<input type="checkbox"/> African American	<input type="checkbox"/> Veteran	<input type="checkbox"/> Disabled	<input type="checkbox"/> W/MBE Certification# _____ SEC
<input type="checkbox"/> 3/RBE Certification # _____	<input type="checkbox"/> HUB ZONE Certification # _____		Small
<input type="checkbox"/> Business Certification # _____	<input type="checkbox"/> Emerging Small Business (ESB)	Tier 1	Tier 2

***DOES YOUR COMPANY RECEIVE A 1099?** YES . or NO .

***ARE YOU REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM):** YES or NO If no, please visit WWW.SAM.GOV to register.

***ARE YOU REGISTERED WITH EMERGING SMALL BUSINESS PROGRAM:** YES or NO If Yes, please note Tier above. If No, doing so may prove increased business opportunities for your company. Contact Nathan Jackson at www.diversifynevada.com or esbprogram@diversifynevada.com

***DEBARRED STATEMENT:** Has this firm or any principles ever been disbarred from providing any items or services by any local, state or federal governmental agency? YES . or NO . If yes, please attach a full detailed explanation, including dates, circumstances and current status.

***DISCLOSURE STATEMENT:** Does/has this firm or any principal have/had any personal or professional relationship with any commissioner or officer of the SNRHA? YES . or NO . If yes, please attach a full detailed explanation, including dates, circumstances and current status.

The undersigned hereby affirms that he/she is empowered to sign this form and requests that the above-noted firm be added to the SNRHA's list of firms eligible to do business with the SNRHA. The undersigned further affirms that, to the best of his/her knowledge, the above information is current and accurate, and acknowledges on behalf of the noted firm that the non-response of two (2) consecutive invitations to provide quotes/bids/proposals by the SNRHA will give the SNRHA the right to remove that firm from its list of eligible firms.

INSURANCE: Copy of insurance certificate must be provided immediately upon Notice of Award of contract, naming the SNRHA as the Certificate Holder and as an additional insured regarding General Liability.

General Liability Insurance Policy # and Carrier: _____

Workman's Compensation Policy # and Carrier: _____

Automobile Liability Insurance Policy # and Carrier: _____

Signature _____ Date _____ Printed Name _____



DISCLOSURE OF CONFLICT OF INTEREST

(Page 1 of 2)

**TO BE REVIEWED AND RESPONDED TO, WHETHER OR NOT APPARENT OR REAL CONFLICT(S) EXIST.
THIS FORM MUST BE SIGNED AND DATED BY ENTITY'S REPRESENTATIVE AND PLACED UNDER TAB 2 ALONG WITH
THE DISCLOSURE OF OWNERSHIP FORM**

- 1.0** Ethics in Public Contracting: Ethical standards apply not only to PHA employees and Contracting Officers but to others with a vested interest in PHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3).
- 1.1** Principles: Members of the Board of Commissioners, PHA employees, and any others serving in an official position or acting as an agent of the PHA (hereafter referred to as employees, officers, or agents) must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through PHA employment or to serve as an officer or agent of the PHA through actions inconsistent with the proper discharge of duties is a breach of public trust.
- 1.2** Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the Annual Contribution Contract (ACC) between HUD and Public Housing. PHAs must observe the following conflict of interest prohibitions:
 - 1.2.1** No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
 - 1.2.2** Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandparents, stepparents, in-law, sister-in-law, son-in-law, daughter-in-law, uncle and aunt and legal guardian and legal ward. Uncle and Aunt shall be defined as brother and sister of your biological father or mother.
 - 1.2.3** In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - 1.2.3.1** Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the PHA or a business entity.
 - 1.2.4** Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.



DISCLOSURE OF CONFLICT OF INTEREST

(Page 2 of 2)

1.2.5 Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)

1.2.6 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

1.3 The undersigned hereby confirms and attest that he/she is empowered to sign this form and further affirms that, to the best of his/her knowledge there is or is not an apparent Conflict of Interest.

NOTE: If there is a conflict of interest, Proposers/Bidders must provide this information to SNRHA during the Solicitation process. Failure to do so shall be grounds to consider the Solicitation non-responsive.

Please identify the Conflict of Interest below: (Add supplemental sheet if required)

PERSON NAME	TITLE	RELATIONSHIP
I certify that the above information is true.		
Name: <i>(print)</i>	Title:	
Signature:	Date:	



STATEMENT OF BIDDER'S QUALIFICATIONS (GENERAL CONTRACTOR)

Page 1 of 2

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder: _____

2. Name of Principals: _____

3. Names of authorized signatories: _____

4. Permanent main office address: _____

5. When organized?: _____

6. Where incorporated?: _____

7. How many years have you been engaged in the contracting business under your present name?: _____

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business:

9. List all contracts on hand by name of contract and gross amount:

10. Have you ever defaulted on a contract? If so, where and why?:

11. Have you ever refused to sign a contract at your original bid? If yes, explain:



STATEMENT OF BIDDER'S QUALIFICATIONS (GENERAL CONTRACTOR)

12. Names, background, experience and current workload of the principal members of your personnel, including the officer.

Name	Background	Years in Contracting	Current Workload

13. Furnish written evidence of amount and type of credit available.

14. Attach the most recent financial statement.

15. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the SNRHA? Yes No

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the SNRHA, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____ day of _____, 20____.
(place) (date) (month) (year)

(Name of Bidder)

State of (_____)

By: _____

County of (_____)

Title: _____

_____ being duly sworn, deposes and says he is _____
(Individual Signing Above) (Title)

of _____ and that the answers to the foregoing questions and all statements therein
(Name of Organization)

contained are true and correct.

Sworn before me this _____ day of _____, 20____.

My Commission Expires: _____
(Date)

Notary Public: _____



BID FORM

Page 1 of 2

Ladies and Gentlemen:

- The undersigned, being familiar with the local conditions affecting the cost of the work, and with the specifications (including this Solicitation, Instructions to Bidders, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, Equal Employment Opportunity Requirements, the General Scope of Work, the Technical Specifications and Drawings) and Addenda, if any, thereto as prepared by the Southern Nevada Regional Housing Authority (SNRHA herein), and at the office of the architect, hereby proposes to complete the work in conjunction with the construction of **RFQ Q24004 – Rehabilitation of 1 wind damaged unit located at 1019 SILVERMAN, LV, NV 89106** in accordance with the Contract Documents within the time set forth and at the prices set forth below:
- BID SUBMISSION LOCATION, DATE AND TIME: Procurement & Contracts Office of the Southern Nevada Regional Housing Authority, 340 N. 11th Street, Suite 180, Las Vegas, Nevada 89101 on Wed., December 13, 2023, 10:00 a.m. (PST) **LATE BIDS WILL NOT BE ACCEPTED****
- BASE PROPOSAL:** The bidder agrees to furnish all labor, materials, equipment and services to construct and complete the project as described and required by the herein above stated Document and any Addenda, in accordance therewith for **both properties in the sum of:**

BASE BID AMOUNT	\$
<hr/> (Please print the total bid amount in words)	

- In submitting this bid, it is understood that the right is reserved by the SNRHA to reject any and all bids. If written notice of the acceptance of this bid is postage-paid mailed, emailed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver within ten (10) days after the contract is presented to him for signature.
- Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the Specifications.
- The Bidder hereby acknowledges that a fully executed, notarized Non-Collusive Affidavit is included with this IFB which states they have not entered into collusion with any person in respect to this Bid or any other Bid submission for the contract with the SNRHA.
- The bidder represents that he has (), has not (), participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that he has (), has not (), filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)



BID FORM

Page 2 of 2

8. Certification of Non-segregated Facilities: By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice of his proposed subcontractors as provided in the SNRHA instruction to bidders.
9. Right to Reject or Terminate: The SNRHA reserves the right to reject any and all bids or to waive any informalities in the process. No bid submitted shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the opening of proposals, without the express written consent of the SNRHA Procurement Manager. The SNRHA reserves the right to terminate the bid process or to terminate any award at any time for its convenience, or to cancel the award and make award to the next qualified bidder if the original successful bidder is not able to deliver the required services in a satisfactory manner within the terms outlined within the plans and specifications of these documents.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.W.C. 1001.



THE FOLLOWING ADDENDA AND/OR _____ ARE HEREBY ACKNOWLEDGED AS BEING INCLUDED IN THIS BID (Failure to acknowledge may cause bid rejection):

Addendum #:	_____	Date:	_____
Addendum #:	_____	Date:	_____
Addendum #:	_____	Date:	_____
Other:	_____	By:	_____
_____			(Print or type name of person signing above)
_____		Title:	_____

Name of person submitting bid

Date

Company Name

Phone Number

Address

Fax Number

City, State, Zip

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location 101 1019 SILVERMAN, Las Vegas, NV 89106	RFQ Q24004
--	-------------------

Name, Address, and Zip Code of Contractor

Nature of Contract		Contract Number
Approved for Contractor by	Irlc	Date (mm/dd/yyyy)
Approved for Architect by	Irlk	Date (mm/dd/yyyy)
Approved for Owner by	IDa	Date (mm/dd/yyyy)

IBn f\b (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
	Labor					
	Materials					
	Equipment					
	Other					

Total Amount of Contract or Carried Forward	\$
--	----

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
--	--------------------------

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.



Master List of Items

Item No. Division of Work	Item No. Division of Work	Item No. Division of Work
Bond	20 Rough Carpentry	Site Improvements
2 ¹ General Conditions \1	21 Metal Bucks	44 Retaining Walls
2 ¹ Demolition & Clearing	22 Caulking	45 Storm Sewers
	23 Weatherstripping	46 Sanitary Sewers
Structures	24 Lath & Plastering-Drywall	47 Water Distribution System
General Excavation	25 Stucco	48 Gas Distribution System
Footing Excavation	26 Finish Carpentry	49 Electrical Distribution System
Backfill	27 Finish Hardware	50 Street & Yard Lighting Fire &
Foundation Piles & Caissons	28 Glass & Glazing	51 Police Alarm System Fire
Concrete Foundations	29 Metal Doors	52 Protection System Street
Concrete Superstructures	30 Metal Base & Trim	53 Work
Reinforcing Steel	31 Toilet Partitions	54 Yard Work
Waterproofing & Dampproofing	32 Floors	55 (Other)
2 ¹ Spandrel Waterproofing	33 Painting & Decorating	56 (Other)
Structural Steel	34 Screens	
Masonry	35 Plumbing	Equipment
Stonework	36 Heating	57 Shades & Drapery Rods
Miscellaneous & Ornamental Metal	37 Ventilating System	58 Ranges
1 Metal Windows	38 Electrical	59 Refrigerators
Roofing	39 Elevators	60 Kitchen Cabinets & Work Tables
Sheet Metal	40 Elevator Enclosures—Metal	61 Laundry Equipment
	41 Incinerators—Masonry & Parts	62 (Other)
	42 (Other)	
	43 (Other)	63 Punch List \2
		64 Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater. Previous editions are obsolete



BID BOND

Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL and
(Name of Principal)

_____ as SURETY, are held and firmly bound
(Name of Surety)

unto the Southern Nevada Regional Housing Authority, hereinafter called the "SNRHA," in the penal sum
of _____ Dollars, lawful money of the United States,
(Written Sum)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid, dated _____, 20__ for:

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with SNRHA in accordance with the bids as accepted and give bond with good and sufficient surety or sureties, as required by the U. S. Treasury Circular No. 570, sureties acceptable to the government, for the faithful performance of and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and given such bond within the amount specified in said bid and the amount for which SNRHA may procure the required work or supplies or both, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.



BID BOND

Page 2 of 3

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

ATTEST:

(Sole Proprietorship or Partnership)

(Individual Principal Signature)

(Business Address)

(Seal)

(Name of Individual Principal above)

OR ATTEST:

(Corporation)

(Corporate Principal Signature)

(Business Address)

(Name of Corporate Principal above)

(Title)

(Seal)



BID BOND

Page 3 of 3

ATTEST:

(Surety Company)

(Corporate Surety Signature)

(Corporate Surety Signature)

(Business Address)

By: _____

(Title)

(Seal)

(Power of Attorney for person signing Surety Company must be attached to the Bond)



ALTERNATE BID GUARANTEE

At the time of Bid Submission the following could be submitted in lieu of the Bid Bond; (All amounts being 5% of the Bid Price):

1. A certified check or bank draft made payable to the Southern Nevada Regional Housing Authority
2. A U.S. Government Bond in the amount made payable to the Southern Nevada Regional Housing Authority



ATTACHMENT C

REQUIRED HUD & SNRHA FORMS

1. HUD Form 5369, Instructions to Bidders For Contracts – Public and Indian Housing Programs (FYI)
2. HUD Form 5369A, Representations, Certifications and Other Statement of Bidders (RETURN UNDER TAB 5)
3. HUD Form 5370, General Conditions For Construction Contracts Public Housing Programs (FYI)
4. HUD Information Bulletin 90-23 (FYI)
5. Davis Bacon Residential Construction Wage General Decision, NV20230042, 10/13/2023 Certified Payroll Form with Sample, Employee List and HUD Form 4230A for Request of Additional Class & Rate (FYI AND TO BE PROVIDED TO THE SNRHA AFTER AWARD)
6. Subcontractor's List to include trades, addresses and telephone number (RETURN UNDER TAB 5)
7. Subcontractor's Affirmative Form (RETURN UNDER TAB 5)
8. Suggested Affirmative Action Plan for Utilization of Project Area Business (RETURN UNDER TAB 5)
9. SNRHA Drug-Free Workplace Certification (RETURN UNDER TAB 5)
10. Non-Collusive Affidavit Certification (RETURN UNDER TAB 5)
11. Authorization to Release Information (RETURN UNDER TAB 5)
12. SNRHA Sample Contract & Insurance Certificate (FYI)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Lewis Jordan, Executive Director
PO Box 1897
Las Vegas, NV 89127

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work. [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

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

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

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

IT		Page	Page
Clause		Clause	Page
1	Definitions	2	Administrative Requirements
2	Contractor's Responsibility for Work	2 25.	Contract Period
3	Architect's Duties, Responsibilities and Authority	2 26.	Order of Precedence
4	Other Contracts	3 27.	Payments
	Construction Requirements	28.	Contract Modifications
5	Preconstruction Conference and Notice to Proceed	3 29.	Changes
6	Construction Progress Schedule	3 30.	Suspension of Work
7	Site Investigation and Conditions Affecting the Work	3 31.	Disputes
8	Differing Site Conditions	4 32.	Default
9	Specifications and Drawings for Construction	4 33.	Liquidated
10.	As-Built Drawings	5 34.	Termination of Convenience
11.	Material and Workmanship	5 35.	Assignment of Contract
12.	Permits and Codes	5 36.	Insurance
13.	Health, Safety, and Accident Prevention	6 37.	Subcontracts
14.	Temporary Buildings and Transportation Materials	6 38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
15.	Availability and Use of Utility Services	6 39.	Equal Employment Opportunity
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6 40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968
17.	Temporary Buildings and Transportation Materials	7 41.	Interest of Members of Congress
18.	Clean Air and Water	7 42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees
19.	Energy Efficiency	7 43.	Limitations on Payments Made to Influence
20.	Inspection and Acceptance of Construction	7 44.	Royalties and Patents
21.	Use and Possession Prior to	8 45.	Examination and Retention of Contractor's Records
22.	Warranty of Title	8 46.	Labor Standards-Davis-Bacon and Related Acts
23.	Warranty of	8 47.	Non-Federal Prevailing Wage Rates
24.	Prohibition Against	9 48.	Procurement of Recovered
	Liens		Materials

1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, Schedule engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
- (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
- (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
- (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

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

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

6. Construction Progress

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

7. Site Investigation and Conditions Affecting the Work

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

reasonably ascertainable from an inspection of the site,

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

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

8. Differing Site Conditions

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

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

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

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

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

9. Specifications and Drawings for Construction

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

promptly submitted to the Contracting Officer, who shall

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

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

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

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

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

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

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

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

12. Permits and Codes

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

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

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

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

13. Health, Safety, and Accident Prevention

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

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

(b) For these purposes, the Contractor shall:

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within **45 calendar days** of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

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

subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, material services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement surety 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 extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of **\$100 per day per dwelling for each day of delay**. If different completion dates are Contracting Officer. specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for

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

35. Assignment of Contract

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

36. Insurance

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

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 \$ 5 0 K per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

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

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(a) The work to be performed under this contract is subject to the

requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section

3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

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

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

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

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

(c) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

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

48. Procurement of Recovered Materials.

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

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



HUD INFORMATION BULLETIN 90-23

Page 1 of 2

1. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against the SNRHA on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the SNRHA, when requested by the Contracting Officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the SNRHA except where the contractor has agreed to indemnify the SNRHA.
- c. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architects-engineer subcontracts) and those for material, expected to exceed the Small Purchases threshold.

2. CLEAN AIR AND WATER CERTIFICATION

The Contractor certifies that:

- a. Any facility to be used in the performance of this proposed contract is _____ / is not _____ listed on the Environmental Protection Agency List of Violating Facilities;
- b. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication for the Administrator, or a designee, or the Environmental Protection Agency, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. The Contractor will include a certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

3. CLEAN AIR AND WATER

"Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean Air standards," as used in this clause, means:

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements combined in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.
- (2) An applicable implementation plan as described in Section 1109d of the Air Act (41 U.S.C. 7401d)
- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
- (4) An approved implementation procedure under section 1129(d) of the Air Act (42 U.S.C. 7412(d))



HUD INFORMATION BULLETIN 90-23

Page 2 of 2

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C.1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317)

"Compliance," as used in this clause, means compliance with:

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontract, used in the performance of a contract or subcontract. When a location or site shall be deemed a facility except when the Administrator, or a designee, or the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. The Contractor agrees:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirement specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work as required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph(b)(4).

4. ENERGY POLICY AND CONSERVATION ACT

The Contractor must meet the mandatory energy efficiency standards as required by the Energy Policy and Conservation Act (Pub.L.94-16). The "Covered product" shall meet the highest energy efficiency requirements in accordance with industry performance standards. "Covered product" means a consumer product such as central air conditions, freezers, furnaces, and water heaters. Copies of standards can be obtained from the list identified in the SNRHA's project manual, dated December 1989, page 01090-4 under the trade association names and titles section.

Davis-Bacon Key Points

1. The Davis-Bacon Act is the federal regulation regarding wage rates that must be paid on projects that include federal funds. The Davis-Bacon Act was enacted in 1931 and it applies to contracts in excess of \$2,000.00. As this project is funded with federal funds you must follow federal Davis-Bacon regulations not State regulations therefore “Prevailing Wages” do not apply here.
2. Wage Determination:
 - a. Must be posted at the job site in plain view, in an easily accessible area, so all employees working on the project have access to it.
 - b. Should you have need of a classification that is not listed on the wage determination then an Additional Classification Request must be submitted for DOL approval. Should the DOL not approve the rate listed and determines a higher rate must be paid then the contractor will be responsible for the difference in pay retroactive back to the first day work was performed under this classification. The SNRHA will not reimburse the contractor for this cost. The Additional Classification Request must also be posted on the job site in an easily accessible area so the employees working under this classification will be aware of the wage rate to be paid for their classification.
 - c. The Construction Inspector for this project will be conducting Employee Interviews so the employees need to know their correct classification and their rate of pay. The Inspector may even ask to see their paystubs so they should have that as well.
3. Certified Payroll Reports:
 - a. Must be submitted EVERY week beginning one week after the project starts.
 - b. Certified payroll reports require an original, “wet” signature to be valid therefore certified payroll reports may not be emailed or faxed in.
 - c. Certified payroll reports are to be signed by the Owner, President, CEO or CFO of the company. If the company wants anyone other than the Owner, President, CEO or CFO of the company to sign their certified payroll reports then an Authorization to Sign Form listing who is authorized to sign the certified payroll reports must be submitted and that form must be signed by the Owner, President, CEO or CFO of the company to be valid.

- d. You must have your certified payroll reports submitted up to point of billing. If your certified payroll reports are not received it could hold up the processing of your payment.
 - e. Supervisors, Foreman, Journeyman classifications are not recognized by the Department of Labor (DOL). So they must be listed simply as the classification for the work they are performing.
 - f. If you have Supervisors or Superintendents who only supervise (they do not do any physical work on the project) then they should not be listed on your certified payroll reports. But if they are working on the project and they spend at least 20% of their time for the work week working on this project then they must be listed on the payroll as whatever work they are performing.
 - g. If the Owner of the company is working on the project then he also must be listed on the certified payroll reports as whatever classification they're working under and they also must listed as "Owner" under their classification. They need to show hours worked but they do NOT have to list the pay they received unless they are the only one working on the project. If so then they MUST list what they earned on this project.
 - h. If your employees have any deductions to their pay other than Federal Taxes, Social Security or Medicare then a deduction authorization form, signed and dated by the employee, listing what each deduction is for, the exact amount of the deduction and the time frame the deduction is taken (hourly, weekly, monthly, etc.) must be submitted for our records.
 - i. An Employee List must be submitted with each contractor and subcontractors certified payroll reports. The Employee List must detail each employee's full name, complete Social Security Number, complete mailing address and a good contact phone number for every employee working on the project.
4. If you have apprentices working on the project they must be enrolled in a bonafied, state approved apprenticeship program and documentation to that affect must be submitted with the first certified payroll report that the apprentice appears on.

A copy of the Wage Determination, Additional Classification Request Form and WH347 Payroll Form were included in your bid documents. Should you ever have any questions regarding your certified payroll reports please feel free to contact me.

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

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

NAME OF CONTRACTOR OR SUBCONTRACTOR

Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION
Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.
3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - #####	2	Power Equipment Bull Dozer Group	18	19	20	21	22	23	24	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$64.43	\$1,374.03
			8:00	8:00	5:30	6:00				27.50	\$9132.1585	\$2,012.46							

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

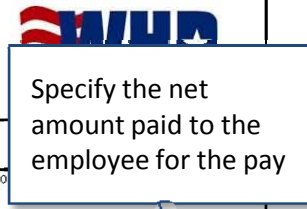
Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

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

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



Company Name: _____ ADDRESS: 385 West Drive, Madison WI 53703

FOR WEEKENDING: 04/24-25-10 PROJECT AND LOCATION: Robin Street Apartments, Deblafiel WI 53018 PROJECT OR CO: 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF DAYS EMPLOYED	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK		
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITHH.	UNEMP.	STATE					
			18	19	20	21	22	23	24												
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84								\$161.00	\$538.43	\$1,374.03
Jason Worker - #####	2	General Laborer						4.00	4.00	\$19.20	\$76.80							\$136.06	\$27.71	\$1,233.07	
Shawn Worker - #####	3	Carpenter						1.50	1.50	\$60.19	\$90.28							\$121.00	\$40.31	\$1,406.18	
		Apprentice Carpenter 1st 6 mo. at 40%						4.00	4.00	\$32.72	\$1,064.72							\$85.18	\$307.71	\$757.01	
		Plumber						2.00	2.00	\$67.88	\$1,004.80										
Roy Wrench - #####	5	Steamfitter						2.00	2.00	\$69.13	\$1,038.40							\$163.46	\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4						2.00	2.00	\$60.80	\$719.28							\$113.45	\$415.93	\$1,023.27	

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the total overtime and straight time hours worked on the project.

Specify the gross earnings for the hours worked under the contract.

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 (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each week. 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 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 for compliance with the Davis-Bacon Act and the Contract Work Hours and Health Act. Public Burden Statement

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL
 Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
 required to respond to the collection of information unless it displays a currently valid OMB control number.

Provide explanation of "other" deductions on signatory page.



ADDRESS: 385 West Drive, Madison WI 53703
 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
 PROJECT OR CONTRACT NO.: 3000
 Expires: 2/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF (c) EXCEPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer		8.00	8.00	8.00	5.00	6.00	4.00	\$49.20	\$2,012.46	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter		8.00	8.00	8.00	8.00	8.00	1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%		8.00	8.00	8.00	8.00	8.00	4.00	\$32.72	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber		8.00			4.00	8.00	20.00	\$67.88	\$1,064.72								
Roy Wrench - #####	5	Steamfitter		8.00	8.00	4.00			20.00	\$69.13	\$1,004.80	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4		8.00	8.00			8.00	24.00	\$60.80	\$719.28	\$115.14	\$142.48	\$122.33	\$35.98		\$415.93	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form WH-347 is required for all construction contracts under the Copeland Act (40 U.S.C. § 3145) contracts, the contractor or mechanic has been paid.

Employers generally 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 requires employers 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 employers to submit this information to the federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take approximately 15 minutes to complete this form. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date 04/28/2010

I, Tiffany Payer Payroll Supervisor
(Name of Signatory Party) (Title)

do hereby state:

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

Sample Construction Company on the
(Contractor or Subcontractor)
Robin Street Apartments, Delafield WA; that during the payroll period commencing on the
(Building or Work)
18 day of 4, 2010, and ending the 24 day of 4, 2010,

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

Sample Construction Company 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:

Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

(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
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE
Robert Sample, Owner

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
---------------------------------	---

6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE
--	---------------------------------

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
-------------------------------------	---

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.**
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

<p style="text-align: center;">_____</p> <p style="text-align: center;">Agency Representative (Typed name and signature)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Phone Number</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
---	--



EMPLOYEE LIST

<u>NAME</u>	<u>FULL SSN</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

(Contractor)

By: _____

Title: _____



AUTHORIZATION FOR DEDUCTIONS

Plan/Program Name	Plan/Program Type	Deduction Amount	Deduction Interval	Deduction Duration

The undersigned authorizes the above as noted to be deducted from their wages. It is understood that these deductions:

- a.) Are in the interest of me the employee
- b.) Are not a condition of my employment
- c.) Provide no direct or indirect financial benefit accruing to the employer
- d.) Are not otherwise forbidden by law

OR: (Check if applicable)

_____ I certify that I do NOT make any payments to any approved fringe benefit plan, fund or program of any kind

Company Name

Company Representative Signature

Employee Signature

Company Representative Printed Name

Employee Printed Name

Company Representative Title

Date

Date



AUTHORIZATION TO SIGN FOR CONTRACTOR

TO: **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**
PROJECT NAME: _____
ADDRESS: _____
IFB / RFQ #: _____
DATE: _____

In connection with the construction of _____

this is to authorize _____

whose official signature appears below, to sign for and in the name of this company, the following documents:

- _____ Schedule of Amounts of Contract Payments
- _____ Progress Schedule
- _____ Periodical Estimates of Partial Payments and Related Paper
- _____ Change Order
- _____ Certified Payroll

Authorized Person's Signature

Authorized Person's Printed Name

Authorized Person's Title

Authorized By Signature

Authorized By Printed Name

Title

Company Name

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

My commission expires: _____

Signature: _____

**EXHIBIT C
CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

PROJECT NAME: _____

**Classification/ Fringe
Benefits Provided**

**Name, Address and Telephone Number
of Plan/Fund/Program**

1)

Health & Welfare

Pension

Vacation

Apprenticeship/Training

Other:

2)

Health & Welfare

Pension

Vacation

Apprenticeship/Training

Other:

3)

Health & Welfare

Pension

Vacation

Apprenticeship/Training

Other:

OR: (Check if applicable.)

I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

_____ by _____
Contractor/Subcontractor (Name of Firm) Signature


_____ _____
Date Title



MAR 22 2013

MEMORANDUM NO. 213

TO: ALL CONTRACTING AGENCIES OF THE FEDERAL
GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM: 
MARY BETH MAXWELL
Acting Deputy Administrator

SUBJECT: Application of the Davis-Bacon and Related Acts requirement that wage rates for additional classifications, when “conformed” to an existing wage determination, bear a “reasonable relationship” to the wage rates in that wage determination

This Memorandum is notification from the Department of Labor’s Wage and Hour Division (WHD) of the proper application of the Davis-Bacon and Related Acts (DBRA) requirements for wage rates for additional classifications that are “conformed” to an existing wage determination by agency contracting officers. The regulations at 29 C.F.R. § 5.5(a)(1)(ii)(A) provide that contracting officers shall approve an additional classification and its proposed wage rate in conformance with an existing wage determination only when the work to be performed by the proposed classification is not performed by a classification in the wage determination and the proposed wage rate bears a “reasonable relationship” to the wages rates in the wage determination. Although this Memorandum primarily focuses on the “reasonable relationship” requirement, it is essential at the threshold to reiterate that a conformance is not appropriate when the work of the proposed classification is already performed by a classification on the wage determination. The conformance process is narrow in scope and has the limited purpose of establishing a new classification when it is necessary to do so because work needed to perform the contract is not performed by an existing classification. *See Cambridge Plaza*, ARB Case No. 07-102 (ARB Oct. 29, 2009). Accordingly, the WHD will not add a new classification through a conformance action unless the first criterion for issuance of a conformance is satisfied, i.e., the proposed work in question is not performed by any classification in the existing wage determination. 29 C.F.R. § 5.5(a)(1)(ii)(A)(1).

In those circumstances in which the duties of the proposed classification are not performed by any classification in the existing wage determination, the WHD will consider whether the proposed wage rate bears a “reasonable relationship” to the wage rates in the wage determination. In the past, WHD has generally approved proposed wage rates for a conformed skilled craft and a power equipment operator when such rates were not less than the rate for the lowest classification in the respective category on the contract wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. In keeping with the remedial purpose of the DBRA and the governing

regulations, the wage rate of the lowest skilled craft, laborer, power equipment operator, or truck driver classification on the contract wage determination has no longer been an automatic benchmark when reviewing conformance requests. WHD's approach of not using the lowest wage rate as a benchmark has been progressively implemented over the last year.

The Conformance Process

In accordance with 29 C.F.R. § 5.5(a)(1)(ii)(A), the contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and a wage rate (including fringe benefits) for the classification only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Further, if the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency agree on the classification and wage rate proposed, a report of the action taken is sent by the contracting officer to the Administrator of WHD for approval, denial, or modification. The Administrator (or an authorized representative) shall respond within 30 days of receipt, or the contracting officer will be notified that more time is necessary. *See* 29 C.F.R. § 5.5(a)(1)(ii)(B). In the event that the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency do not agree on the classification and wage rate proposed, the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator of WHD for determination. The Administrator (or an authorized representative) shall issue a determination within 30 days of receipt and so advise the contracting officer, or the contracting officer will be notified that more time is necessary. *See* 29 C.F.R. § 5.5(a)(1)(ii)(C).

"Reasonable Relationship"

WHD previously typically approved conformance requests from contracting officers for wage rates (including fringe benefits) for skilled classifications and power equipment operators by automatically using as a benchmark the lowest rate for a skilled classification or power equipment operator, respectively, in the applicable wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. WHD has concluded, however, that it better reflects the regulatory requirement that "the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination" to consider the entirety of the rates within the relevant category on the wage determination and to not generally use as a benchmark the lowest rate within that category. The regulation at 29 C.F.R. §

5.5(a)(1)(ii)(A)(3) requires that the proposed wage rate bear a reasonable relationship to the “wage rates” on the wage determination and not to a particular rate or the lowest rate.

The category in which the requested additional classification falls is relevant to the reasonable relationship analysis. As background, classifications in wage determinations fall into four general categories: skilled crafts, laborers, power equipment operators, and truck drivers. To determine a “reasonable relationship,” the requested additional classification is compared to the classifications on the applicable wage determination within the same category. A proposed skilled craft classification is compared to skilled classifications in the wage determination; a proposed laborer classification is compared to existing laborer classifications; a proposed power equipment operator classification is compared to existing power equipment operator classifications; and a proposed truck driver classification is compared to existing truck driver classifications. See *Mistick Construction*, ARB Case No. 02-004 (June 24, 2003); *Tower Construction*, WAB Case No. 94-17 (Feb. 28, 1995).¹ Thus, when considering a conformance request for a skilled classification, WHD generally considers the entirety of the rates for the skilled classifications on the applicable wage determination and looks to where the proposed wage rate falls within the rates listed on the wage determination. Occasionally, however, a wage determination may contain some wage rates for laborer classifications that are higher than some wage rates for the skilled classifications or power equipment operators (likely because the laborers’ rates reflect union prevailing rates and the skilled crafts’ or power equipment operators’ rates reflect weighted average prevailing rates). On such occasions, the contracting officer should look to those skilled classifications whose rates are higher than the laborer classifications’ rates. See *M.Z. Contractors Co.*, WAB Case No. 92-06 (Aug. 25, 1992). If, however, most of the skilled classifications’ or power equipment operators’ rates are lower than the laborer classifications’ rates, then it may be reasonable to propose a rate that reflects the skilled classifications’ rates even if they are lower than the laborer classifications’ rates.

Additionally, whether the wage rates in the applicable category (skilled craft, laborer, power equipment operator, truck driver) in the wage determination are predominantly union prevailing wage rates or predominantly weighted average prevailing wage rates should be considered when proposing rates for an additional classification. For example, if a wage determination contains predominantly union prevailing wage rates for skilled classifications, it typically would be appropriate to look to the union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. Conversely, if a wage determination contains predominantly weighted average prevailing wage rates for skilled classifications, it typically would be appropriate to look to the weighted average/non-union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. If the wage rates in the applicable category are roughly half union prevailing rates and half weighted average prevailing rates, it would typically be appropriate to look to the lowest union rate and the highest weighted average rate (assuming the union rates are higher than the weighted average rates) when proposing a wage rate.

¹ Copies of Administrative Review Board (ARB) and Wage Appeals Board (WAB) decisions can be obtained from: www.oalj.dol.gov/libdba.htm.

While the majority of conformance requests are within the skilled classification category, the governing regulations and the principles outlined in this Memorandum apply to the other categories of workers – laborers, power equipment operators, and truck drivers. To meet the “reasonable relationship” test for a conformed power equipment operator or truck driver classification, the proposed wage rate should bear a reasonable relationship to the entirety of rates within the respective classification, and in particular to the union or weighted average rates in the classification (assuming union or weighted average rates prevail for the classification). When a conformance for a laborer classification is requested, WHD generally continues to use the common laborer rate already existing in the wage determination as a benchmark for the proposed rate.

Each conformance request and corresponding wage determination involves particular circumstances and therefore should be evaluated as such. The full range of wage rates on the wage determination for the appropriate category should be reviewed in the manner discussed above. When seeking conformed classifications and wage rates, the contractor and the contracting officer should not rely on a wage determination or conformance granted to another party regardless of the similarity of the work in question. *See, e.g., Inland Waters Pollution Control, Inc.*, WAB Case No. 94-12 (Sept. 30, 1994). Moreover, the contractor and the contracting officer should not prospectively rely on WHD’s prior approval of rates for application to a contract performed at the same location. *See E&M Sales, Inc.*, WAB Case No. 91-17 (Oct. 4, 1991). Although atypical, use of the “lowest skilled” rate may of course be appropriate when that rate in fact bears a reasonable relationship to the wage rates contained in the wage determination for the appropriate category. *See, e.g., Tower Construction*, WAB Case No. 94-17 (Feb. 28, 1995) (conformed wage rate, which equaled lowest skilled rate on wage determination, was reasonable).

In sum, contracting agencies should take the following steps when proposing a wage rate for a classification to be conformed to an existing wage determination:

- First, the contracting agency should determine the category (skilled crafts, laborers, power equipment operators, or truck drivers) of the classification which is being conformed.
- Second, the contracting agency should determine for that category whether union or weighted average/non-union sector rates prevail in the existing wage determination.
- Third, after reviewing the entirety of the rates within the appropriate sector in the applicable category, the contracting agency should determine a rate that bears a reasonable relationship to those rates on the wage determination.
- Fourth, the contracting agency should determine whether any of the considerations identified in this Memorandum apply (or whether any other relevant considerations apply). For example, if the classification being conformed is a skilled classification and some of the wage rates for skilled classifications in the wage determination are lower than the rates for laborer classifications, then the contracting agency should use those existing skilled classification rates that are higher than the laborer rates to determine the

proposed rate. And if the classification which is being conformed is a laborer classification, the proposed wage rate should generally use the existing common laborer wage rate as a benchmark.

Conclusion

The WHD Administrator has historically maintained broad discretion under the regulations to make determinations regarding proposed wage rates for additional classifications that are conformed to existing wage determinations. This broad discretion has been confirmed by the ARB and its predecessors, as illustrated by the decisions cited in this Memorandum, among others. In exercising that discretion, WHD ensures that wage rates (including fringe benefits) for the classification to be conformed bear a reasonable relationship to the range of rates for the classifications in the wage determination in the same category (skilled classifications, power equipment operators, laborers, and truck drivers), and not automatically to the lowest rate in the applicable category. Consistent with the governing regulations, contracting agencies should ensure that they request wage rates (including fringe benefits) for additional classifications in accordance with the principles set forth in this Memorandum. By following the guidance in this AAM, contracting agencies and contractors will benefit by receiving approvals from WHD that ensure consistency in conformed wage rates and increase efficiencies in government.

In conjunction with the guidance provided in this AAM, WHD has posted on www.dol.gov/whd/govcontracts/dbra.htm a series of frequently asked questions that include examples which will provide additional guidance regarding the reasonable relationship requirement in the conformance process. WHD also is updating its Prevailing Wage Resource Book and will provide compliance assistance on DBRA conformances at future Prevailing Wage Conferences. In addition, WHD's Branch of Construction Wage Determinations is available to assist with any questions.

"General Decision Number: NV20230042 10/13/2023

Superseded General Decision Number: NV20220042

State: Nevada

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

County: Clark County in Nevada.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

* ELEC0357-004 09/01/2023

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 53.83	24.04

ELEV0018-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-006 10/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(6) Loader.....	\$ 50.77	30.85
(8) Paver (Asphalt, Aggregate, and Concrete)....	\$ 51.27	30.85

LAB00169-002 10/01/2022

	Rates	Fringes
LABORER		
(3) Mason Tender-Cement/Concrete.....	\$ 30.30	15.02
(4) Pipelayer.....	\$ 30.55	15.02

* SUNV2014-028 09/08/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Batt Insulation.....	\$ 16.64	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.00	0.00
FLOOR LAYER: SOFT FLOORS.....	\$ 28.26	12.11
GLAZIER.....	\$ 22.61	0.00
HVAC MECHANIC (HVAC Duct and Unit Installation Only).....	\$ 15.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.21 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.09	0.00
LABORER: Common or General.....	\$ 15.65 **	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.16	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 24.11	0.00
PAINTER (Brush and Roller).....	\$ 18.76	0.00
PAINTER: Spray.....	\$ 19.18	0.00
PLUMBER.....	\$ 18.94	0.00
ROOFER.....	\$ 18.50	0.00
TILE SETTER.....	\$ 29.22	0.00

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



SUBCONTRACTORS LIST

NAME	(MBE/WBE)	TRADE	ADDRESS	PHONE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Prime Contractor)

By: _____

Title: _____



SUBCONTRACTOR AFFIRMATIVE ACTION

Page 1 of 2

Instructions when submitting a Subcontractor for approval under a Federally funded project, to ensure that Affirmative Action measures were taken to comply with the Equal Opportunity Executive Order 11246.

When selecting a Subcontractor, the General Contractor is to comply with the following:

1. Bid Form - line 6
2. General Conditions of the Contract for Construction (HUD-5370) Sections 37, 38 and 39
3. Supplementary General Conditions to Construction Contract and Specifications. All Sections on "Equal Employment Opportunity"

Date: _____

Project No.: _____

(Project Name)

(Project Location)

Gentlemen:

In selecting the Subcontractor listed below, a minimum number of _____ similar subcontracting firms were contacted to submit a bid. The highlights of the Subcontractor selection will be listed below:

1. Scope of work (state kind of work, if for labor, or material, or both, and give specification reference).

2. Date Bid advertised: _____

a. Method of advertisement: _____

3. Last day Bids accepted: _____



SUBCONTRACTOR AFFIRMATIVE ACTION

Page 2 of 2

4. List of firms submitting bid (Please note the minority or women owned firms):

a. Attach the bid form(s), and a copy of the bid security deposit(s) used, for each submitted bid.

5. In your opinion, was the above procedure a "Good faith effort" in selecting a minority or women owned subcontracting firms?

Please submit this form and the requested forms along with the "Request for Acceptance of Subcontractor" for each Subcontractor you will be using.

(Prime Contractor)

By: _____

Title: _____



SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID) DATE: _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Page 1 of 2

- A. The Southern Nevada Regional Housing Authority certifies that it will, or will continue to provide a drug free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**

Page 2 of 2

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of performance (street, address, city, county, state, zip code)

By: _____
General Contractor

ATTEST



NON-COLLUSIVE AFFIDAVIT

State of (**NEVADA**)

County of (**CLARK**)

_____, being first duly sworn, deposes and says:

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

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

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

My Commission Expires: _____
(Date)

Notary Public



AUTHORIZATION TO RELEASE INFORMATION

Date: _____

Attn: Linda Simpson
Contracts Administrator
Southern Nevada Regional Housing Authority (SNRHA)

RE: References

To Whom It May Concern:

We, _____, are currently participating as the Contractor or Subcontractor with _____ in responding to the noted Solicitation Invitation for Bids (IFB), Request for Proposals, (RFP), or Request for Quotes (RFQ), with the Southern Nevada Regional Housing Authority (SNRHA).

We understand the Housing Authority is assessing the contract performance records of the Bidder/Contractor and its proposed Subcontractor(s). To facilitate and enhance the performance assessment process, we are signing this Authorization to Release Information granting our permission to release and discuss our company's present and past performance information with SNRHA Procurement and Contracts Department during the Evaluation/Selection process.

By signing below I attest I am the individual who has the authority to sign for and legally bind the company. I authorize and acknowledge both the release and discussion of present and past performance information with the SNRHA as indicated above.

Company Name: _____

Signature: _____ Title: _____

Printed Name: _____

License or DUN Number: _____



CONTRACT BETWEEN
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND
[CLICK HERE AND TYPE COMPANY](#)

INTRODUCTION

This [Click Here and Type](#) Contract (the “Contract”) by and between the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation (hereinafter “SNRHA”) and [Click Here and Type COMPANY NAME](#) (hereinafter “the Contractor”) is hereby entered into this _____ day of _____, 20____ (the “Effective Date”).

I.0 Definitions

- I.1 Invitation For Bids (“IFB”).** A competitive solicitation process conducted by the SNRHA wherein an award is generally made to the responsive and responsible bidder that submits the lowest proposed cost.
- I.2 Purchasing Manager (“SNRHA PM”).** The SNRHA Purchasing Manager.
- I.3 Days.** All references to “days” shall be calendar days; in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day.
- I.4 Appendices.** The following documents are included in the Contract as individually noted exhibits and shall be incorporated herein and made a part of this Contract by reference as if fully set forth herein:
 - I.4.1 Appendix No. A:** form HUD-5370 EZ OR 5370 **HUD General Conditions of the Contract for Construction, Public Housing Programs and any amendments thereto;**
 - I.4.2 Appendix No. B:** **Section 3 Clause and Contractor Initial Response**
 - I.4.3 Appendix No. C:** form HUD-4230A, **Report of Additional Classification and Rate;**
 - I.4.4 Appendix No. D:** form HUD-51000 (7/97), **Schedule of Amounts for Contract Payments;**
 - I.4.5 Appendix No. E:** form HUD-51001, (3/92), **Periodic Estimate of Partial Payment;**
 - I.4.6 Appendix No. F:** form HUD-51002, (3/92), **Schedule of Change Orders;**
 - I.4.7 Appendix No. G:** form HUD-51003, (3/92) **Schedule of Materials Stored;**
 - I.4.8 Appendix No. H:** form HUD-51004, (3/92), **Summary of Materials Stored;**



1.4.9 Appendix No. I: form SNRHA Subcontractor/Supplier Final Waiver of Mechanics Lien.

1.5 The following, each of which was either issued by the SNRHA as a part of the competitive solicitation and/or which was completed and returned by the Contractor in response to the solicitation (copies are not included under any of the appendices but are included herein by reference and are included within the solicitation file):

1.5.1 Current City of Las Vegas Business License;

1.5.2 Current State of Nevada Contractor's License;

1.5.3 Current Insurance Certificate/Endorsement (naming the SNRHA as "additional insured");

1.5.4 GSA Debarred and HUD Limited Denial of Participations Certifications;

1.5.5 Profile of Firm Form;

1.5.6 Subcontractors Exceeding 5% and 1% Listings;

1.5.7 Subcontractors List;

1.5.8 Subcontractor's Affirmative Action Form;

1.5.9 Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability;

1.5.10 Contractor's and Subcontractor's Non-Conclusive Affidavits;

1.5.11 Technical Specifications included as part of Bid Package [Click Here and Type IFB NO.;](#)

1.5.12 Summary of Work included as part of Bid Package [Click Here and Type IFB NO.;](#)

1.6 Priority. In the case of any discrepancy between this Contract and any of the above noted documents, Appendix A shall control. In the case of any discrepancy between this Contract and Appendices B-G, the requirement(s) listed within the body of this Contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above.

2.0 Term of Contract. Services pursuant to this Contract (the "Services") shall begin upon Contractor's receipt of the written Notice to Proceed by SNRHA, pursuant to Section 5 of Appendix A. Notwithstanding the continuation of any warranties contained herein, this Contract shall terminate pursuant to Sections 32 or 34 of Appendix A, or upon Final Completion (as described in Section 3.2.3.2).

3.0 Services and Payment

3.1 Scope of Services. The Contractor shall furnish all labor, material, equipment and services, and perform and complete rehabilitation services of [Click Here and Type DESCRIPTION OF PROJECT](#), located at the following location:

[Click Here and Type PROPERTY ADDRESS OR DESCRIPTION](#)

in accordance with this Agreement and IFB No. [Click Here and Type IFB NO.](#) prepared by the SNRHA and any duly executed Addenda to this Agreement. Said labor, materials, equipment and services shall be provided on the dates and times determined by the SNRHA at the above-stated



SNRHA communities and/or facilities. In addition, the SNRHA shall retain the right to implement and/or enforce any item issued as a part of IFB No. [Click Here and Type IFB NO.](#)

3.2 Cost/Value of Services

3.2.1 Labor Costs. The Contractor shall not pay wages that are less than the highest wage required by either of the following:

3.2.1.1 The wage determination rates listed in IFB No. [Click Here and Type IFB NO.](#)

3.2.1.2 Appendix A.

3.2.2 Contract Value. The SNRHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Technical Specifications, not-to-exceed ("NTE") the sum of:

[\\$Click Here and Type AMOUNT](#)

Contractor exceeds the above-stated NTE amount at its own risk.

3.2.3 Time for Performance. The Contractor hereby agrees to commence work under this Contract upon receipt of a written Notice to Proceed ("NTP"), submitted by SNRHA. The Contractor shall complete the project within [Click Here and Type WRITTEN NUMBER OF DAYS \(Click Here and Type NUMERICAL DIGIT\)](#) calendar days thereafter, pursuant to Section 25 of Appendix A.

3.2.3.1 Delays/Time Extensions. Time extensions for performance may be granted by the SNRHA PM and SNRHA Executive Director pursuant to Section 32 of Appendix A. Any time extension shall be granted by written modification to this Contract.

3.2.3.2 Final Completion. Pursuant to Section 20 of Appendix A, the Contractor shall notify the SNRHA PM, in writing, as to the date when in its opinion the work is substantially complete and ready for inspection. Upon receipt of such notification, SNRHA shall conduct an inspection of the work within ten (10) days. SNRHA and/or the A/E shall promptly advise the Contractor, in writing, of any remaining final punch list items following such inspection. The Contractor shall notify SNRHA in writing when all punch list items have been completed and all clean-up has been done. SNRHA will then conduct a final inspection within ten (10) days of receipt of such notification. Performance shall be considered complete upon the Contractor's receipt from SNRHA of written acceptance of the work and SNRHA's receipt from the Contractor of the following:

3.2.3.2.1 Certificate of Occupancy issued by the responsible local agency;

3.2.3.2.2 One original and two notarized copies of the Contractor's lien release (in the form attached as Appendix H), including certifications that:



3.2.3.2.2.1 the work was completed in accordance with the Technical Specifications, including any modifications to this Contract;

3.2.3.2.2.2 the total amount due the Contractor and a separately stated amount for each unsettled claim against the SNRHA;

3.2.3.2.2.3 documentation noting that the SNRHA is released of all claims, other than those stated in the Contractor's release;

3.2.3.2.2.4 wages paid to laborers were paid as required herein; and

3.2.3.2.2.5 all guaranties and warranties contained herein are assigned to the SNRHA.

3.2.4 Liquidated Damages. Pursuant to Section 33 of Appendix A, the Contractor agrees to pay to the SNRHA, the sum of [Click Here and Type](#) per day as fixed, agreed, liquidated damages for each consecutive calendar day beyond the time for performance as provided in Section 3.2.3, provided this Contract is not terminated pursuant to Section 11, until Final Completion is achieved.

3.2.5 Non-Escalation. Unless otherwise specified within the RFP/IFB documents, the unit prices reflected in this Contract shall remain firm with no provision for price increases during the term of the Contract.

4.0 Billing Procedure

4.1 To receive payment for Services rendered pursuant to this Contract, the Contractor shall:

4.1.1 Comply with Section 27 of Appendix A.

4.1.2 Submit a fully completed Periodic Estimate for Partial Payment form (form HUD-51001, attached as Appendix D), showing the value of the work performed each period based upon the approved breakdown of the contract price. The approved breakdown of the contract price is reflected in the Schedule of Amounts for Contract Payment (form HUD-51000, attached as Appendix C) which was previously submitted by the Contractor and approved by SNRHA. Such estimates shall be submitted not later than thirty (30) days of completing the work and shall be subject to corrections and revisions by the SNRHA.

4.1.3 Submit all certified payroll reports up to the date of the work being billed and as detailed in Section 46 of Appendix A.

4.1.4 Progress payments must be approved by the SNRHA PM and the SNRHA Executive Director with the concurrence of the Architect/Engineer ("A/E") prior to payment.

4.1.5 Progress payment requests shall be delivered to the attention of:

Southern Nevada Regional Housing Authority
Attn: Accounts Payable
P.O. Box 1897
Las Vegas, NV 89125



- 4.1.6 The Contractor shall complete and submit the following forms as required with each request for progress payment(s):
 - 4.1.6.1 Schedule for Change Orders (form HUD-51002)
 - 4.1.6.2 Schedule for Materials Stored (form HUD-51003)
 - 4.1.6.3 Summary of Materials Stored (form HUD-51004)
- 4.1.7 The SNRHA will pay each properly completed invoice received on a Net/30 basis. Any invoice received that is not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.
- 4.1.8 Final payment will be made by SNRHA upon receipt of the Contractor's release as required by Section 3.2.3.2, all required payroll reports have been received and any wage discrepancies have been resolved by the Contractor.

5.0 Contractor's Obligations. Pursuant to this Contract, the Contractor agrees to provide the specific construction obligations detailed in Appendix A and the Technical Specifications issued by the SNRHA included in IFB No. [Click Here and Type IFB NO.](#) and herein.

- 5.1 The Contractor agrees not to accept or perform any assigned work initiated by a contract amendment or change order without the prior written approval of the SNRHA PM and the SNRHA Executive Director.
 - 5.1.1 **Change Order Requests:** The Contractor acknowledges, by signature below, that change order requests will not be summarily approved. All change order requests must be submitted to SNRHA for approval, prior to undertaking the additional work, in accordance with Section 29 of Appendix A, and the Additional Clauses and Requirements section included in IFB No. [Click Here and Type IFB NO.](#)
 - 5.1.2 **Minimum Rates of Pay.** The Contractor shall pay not less than the wages required under the wage determination rates included in IFB No. [Click Here and Type IFB NO.](#) and Section 46 of Appendix A, and any amendments thereto.
- 5.2 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel and any subcontractors that are assigned to the SNRHA work pursuant to this Contract.
- 5.3 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the Services. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that are experienced and/or trained in the manner generally accepted within the Contractor's Industry.
- 5.4 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable federal, state and local laws, regulations, codes and ordinances.
- 5.5 **Licensing.** The Contractor shall provide SNRHA with copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this Contract shall constitute a material breach thereof.
- 5.6 **Permits.** Unless otherwise stated in the Contract documents, all local, state or federal permits which may be required to provide the Services ensuing from award of this Contract, whether or



not known to either the SNRHA or the Contractor at the time of the Contract execution, shall be the sole responsibility of the Contractor including any and all costs therefore.

- 5.7 Government Standards.** It is the responsibility of the Contractor to ensure that all items and Services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NIOSH) and environmental control (e.g., EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 5.8 Freight-On Bill and Delivery.** All costs submitted by the Contractor shall reflect the cost of delivering the proposed items and/or Services to the locations(s) specified within the RFP/IFB documents or within the Contract.
- 5.9 Work on SNRHA Property.** If the Contractor's work under the Contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work.
- 5.10 Subcontractors.** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the Services required by this Contract without the prior written permission of the SNRHA PM.
- 5.11 Salaries and Expenses Relating to the Contractor's Employees.** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to its employees used in the performance of the Contract. The Contractor further agrees to comply with all federal, state and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this Contract.
- 5.12 Communication.** If during the period of the Contract, it is necessary that the SNRHA place toll or long distance telephone calls or facsimiles in connection with the Contractor's performance of the Contract (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or facsimiles.
- 5.13 Access to Records.** Both parties hereby agree that the Contractor will make available to the SNRHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.
- 5.14 Record Retention.** The Contractor shall retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment or the completion of any Services provided pursuant to this Contract, whichever occurs later.
- 5.15 Backorders**
- 5.15.1** The Contractor must notify the SNRHA PM within ten (10) days of the following:
- 5.15.1.1** Any and all backordered materials;
 - 5.15.1.2** Any delay in the Contractor's performance; and



5.15.1.3 The estimated date for delivery or performance.

5.16 Inspections. Pursuant to Sections 3 and 20 of Appendix A, the Contractor shall permit SNRHA and/or the A/E to conduct periodic inspections of the work. Any deficiencies noted by SNRHA and/or the A/E during inspections shall be disclosed to the Contractor in writing within [Click Here and Type WRITTEN NUMBER OF DAYS \(Click Here and Type NUMERICAL DIGIT \)](#) days of discovery, and the Contractor shall remedy such deficiency within [Click Here and Type WRITTEN NUMBER OF DAYS \(Click Here and Type NUMERICAL DIGIT \)](#) days of notification of such from SNRHA and/or the A/E.

5.17 Progress Meetings. The Contractor shall attend progress meetings as required by SNRHA according to the schedule SNRHA will provide. Progress meetings shall be used to discuss work progress, payments, problems or deficiencies noted during inspections, overdue reports, the status of the construction schedule, and any other matters relevant to this Contract.

6.0 Insurance Requirements

6.1 The Contractor shall maintain insurance coverage during the effective term(s) of this Contract as provided in Section 36 of Appendix A and Section 4 of the Conditions of Form of Bid included in IFB No. [Click Here and Type IFB NO..](#)

6.2 The Contractor shall provide the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.

6.3 Insurance certificate(s)/endorsement(s) shall be delivered to:

**Purchasing Manager
Contracts & Purchasing
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125**

7.0 Indemnification

7.1 The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and defend against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, based upon the Contractor's actions or failure to act during the performance of the Contractor's duties hereunder, or as a result of any work performed by the Contractor, regardless of when such claims shall arise. The Contractor's duty to indemnify SNRHA shall apply regardless of whether or not the event which gave rise to such a claim was caused, in part, by SNRHA.

7.2 Any money due by the Contractor under and by virtue of this Contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by applicable public liability and property damage insurance;



- 7.3** The Contractor shall, at its own expense, defend the SNRHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SNRHA, its officers, employees, and agents against. If the Contractor fails to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 7.4** The Contractor guarantees the payment of all claims for materials, supplies and labor, and all other claims against it or any subcontractor, in connection with the Contract.
- 7.5** The Contractor shall provide that any authorized contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 8.

8.0 Financial Viability and Regulatory Compliance

- 8.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the Services required by this Contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.
- 8.2** Contractor agrees to promptly disclose to the SNRHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the Services required by this Contract. The failure by the Contractor to disclose such issue to the SNRHA in writing within five (5) days of Contractor's receipt of such notification will constitute a material breach of this Contract.
- 8.3** The Contractor further agrees to promptly disclose to the SNRHA any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

9.0 Disputes

- 9.1** All disputes arising under or relating to this Contract, except for disputes relating to Labor Standards - Davis Bacon and Related Acts, shall be disposed of in accordance with Section 31 of Appendix A.

10.0 Breach. Pursuant to 24 CFR 85.36(i), as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

- 10.1 Termination For Cause and Convenience.** SNRHA may terminate this Contract for cause, pursuant to Section 32 of Appendix A. SNRHA may also terminate this Contract for convenience pursuant to Section 34 of Appendix A. Any termination notice shall state the following:

10.1.1 whether the Contract is being terminated for convenience or cause;

10.1.2 whether the Contract is terminated in whole or in part;

10.1.3 if terminated for cause, the acts or omissions constituting the material breach, the SNRHA PM's determination that failure to perform is not excusable, SNRHA's right to



charge excess costs of re-procurement to the Contractor, and the Contractor's appeal rights;

10.1.4 effective date of termination;

10.1.5 if applicable, the Contractor's right to proceed under the non-terminated portion of the Contract; and

10.1.6 any special instructions.

10.2 Prior to termination, the SNRHA may choose, at its sole discretion, to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the Contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten (10) days from receipt of such verbal or written warning to dispute or protest such action in writing; if it does not do so within the 10-day period, it shall have no recourse but to accept the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including any justification detailing the SNRHA's alleged incorrect action(s).

10.3 After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have ten (10) days from the date of termination to dispute such action in writing.

10.4 Any protest or dispute submitted by the Contractor under this Section shall thereafter be conducted in accordance with Section 9.1 herein.

10.5 All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this Contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.

11.0 Applicable Federal Law. Pursuant to 24 CFR 85.36(i), as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

11.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with "Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11.2 Copeland "Anti-Kickback" Act. For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

11.3 Mandatory Section 3 Requirements: The SNRHA has adopted a scale (See Appendix B) for hiring that is used on all construction, service and professional contracts that contain a labor component as *referenced HUD Act of 1968, as amended, 12 U. S. C. 170 u.* All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):

11.3.1 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.

- 11.3.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 11.3.3 The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 11.3.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 11.3.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 11.3.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 11.3.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 11.4 **Davis-Bacon Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).



- 11.5 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.6 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 11.7 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all 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 (Pub. L. 94-163, 89 Stat. 871).
- 11.8 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 11.8.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 11.8.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SNRHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 11.8.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as to affirmatively further fair housing.
- 11.8.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 11.8.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 11.8.6** HUD Information Bulletin 909-23 which is the following:
- 11.8.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
- 11.8.6.2** Clean Air and Water Certification; and
- 11.8.6.3** Energy Policy and Conservation Act.
- 11.8.7** That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a Contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.



- 11.8.8** That none of the personnel who are employed in the administration of the work required by this Contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 1S, of the United States Code.
- 11.8.9** That neither party has colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.
- 11.8.10** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore, each provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.
- 11.9 Rights in Data and Patent Rights (Ownership and Proprietary Interest).** SNRHA 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.
- 12.0 Debarment and Suspension.** Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.
- 12.1** By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.
- 12.2** Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation (“FAR”) 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor’s commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA’s right to suspend and/or debar contractor is in addition to the SNRHA’s right to assess the monetary penalties outlined in Section 12.2.1.
- 12.2.1** Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor’s negligence or willful disregard in failing to complete Contractor’s scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable.



The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

13.0 Lobbying Certification. By execution of this Contract with the SNRHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

- 13.1** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
- 13.2** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 13.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14.0 Miscellaneous Provisions

14.1 Notices, Invoices and Reports. Except as otherwise provided in this Contract, all notices, reports, records or other communications that are required or permitted to be given to the parties under this Contract shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to SNRHA: _____

 Southern Nevada Regional Housing Authority
 340 North 11th Street, Suite 100
 Las Vegas, NV 89101
 Phone and Email _____

If to Contractor: _____

Title
Company
Address
Phone and Email

or such other address as such party may have given to the other parties by notice pursuant to this Section. Notice shall be deemed given on (i) the date such notice is personally delivered, (ii) three (3) days after the mailing if sent by certified or registered mail, (iii) one (1) business day after the date of delivery to the overnight courier if sent by overnight courier, or (iv) the next succeeding business day after transmission by facsimile, provided that any fax delivery is followed up with another method of notice listed in this Section within one (1) business day of sending the facsimile.



- 14.2 Taxes.** All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 14.3 Officials, Agents and Employees of the SNRHA Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.
- 14.4 Assignment.** Except pursuant to Section 35 of Appendix A, the Contractor shall not assign or transfer any interest in this Contract.
- 14.5 Entire Agreement; Amendment.** This Contract (including all Appendices attached hereto or other documents included by reference herein) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged. This Contract may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 14.6 Governing Law; Venue.** The laws of the State of Nevada shall govern the validity, construction and effect of this Contract, unless such laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Each party irrevocably submits to the exclusive jurisdiction of any federal or state court located in Clark County, Nevada in any action, suit or proceeding arising out of or relating to this Contract, and agrees that any such action, suit or proceeding shall be brought only in such court.
- 14.7 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this Contract, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 14.8 Severability.** If any provision of this Contract or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Contract or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 14.9 Waiver of Breach.** A waiver of either party of any terms or conditions of this Contract in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and none of them shall limit any other remedy, right, obligation or agreement of either party.
- 14.10 Time of the Essence.** Time is of the essence for performance of this Contract.
- 14.11 Payment and Performance Bonds.** If the Contract Value as provided in Section 3.2.2 exceeds \$100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Value. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Value. In addition:
- 14.11.1** The bond must be approved and reviewed by the SNRHA PM;
- 14.11.2** The bond must name the Southern Nevada Regional Housing Authority as obligee;



14.11.3 The Contractor shall deliver the required bonds to SNRHA before the commencement of any work pursuant to this Contract.

14.12 Limitation of Liability. In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

15.0 Certifications. The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein. This Contract may be signed in counterparts.

[CLICK HERE AND TYPE COMPANY NAME](#)

By: _____ Date: _____
[CLICK HERE AND TYPE NAME](#)
[CLICK HERE AND TYPE TITLE](#)

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____ Date: _____
CHAD WILLIAMS
EXECUTIVE DIRECTOR

Sample



ATTACHMENT D

SNRHA'S SECTION 3 CLAUSE AND CONTRACTOR INITIAL RESPONSE FORM

(Complete and return under Tab 7 of your Bid Submittal)



24 CFR PART 135 - SNRHA SECTION 3 CLAUSE

(SNRHA BOARD APPROVED JUNE 15, 2017)

This contract is subject to the following conditions under Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ACKNOWLEDGE, ACCEPTANCE AND RECEIPT:

PRINT NAME

DATE

SIGNATURE



SECTION 3 – CONTRACTOR INITIAL RESPONSE
(SNRHA BOARD APPROVED JUNE 15, 2017)

Company Name (Contractor)

Contact Person

Address

City

State

Zip Code

Phone

Fax

E-mail

SECTION 3 COMMITMENT

To meet the requirements of Section 3 of the Housing Act of 1968 [12 U.S.C. 1701u], as amended, the terms of the contract, and pursuant to Southern Nevada Regional Housing Authority's (SNRHA's) policies outlined in the Section 3 Policy dated July 13, 2016, please answer the following questions;

- Do you expect to create any new full time employment opportunities during the period while under contract with SNRHA? _____
- If **yes**, of the full time employment opportunities that are created, how many will result in the direct hiring of Section 3 eligible SNRHA's Public Housing residents, Housing Choice Voucher participants and/or low income persons within Clark County (determined by HUD's criteria for low income)? _____
- If **no**, what is your plan to create other employment and training opportunities in order to comply with Section 3 requirements?

Upon award of the contract, the contractor will meet with SNRHA to develop the Section 3 Plan specific to the contract, including scheduled progress and compliance deadlines.

Signature

Date



ATTACHMENT E

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

(Place your EEO Policy Under Tab 8 of your Bid)



ATTACHMENT F

SECTION 3 BUSINESS PREFERENCE (OPTIONAL)



**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

(SNRHA BOARD APPROVED JUNE 15, 2017)

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

FOR BUSINESS CLAIMING SECTION 3 STATUS BY SUBCONTRACTING 25% OF THE DOLLAR AWARDED TO QUALIFIED SECTION 3 BUSINESS

- List of subcontracted Section 3 business and subcontract amount
 Copy of certification from City of Las Vegas or Clark County

FOR BUSINESS CLAIMING SECTION 3 STATUS, CLAIMING AT LEAST 30% OF THEIR WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

EVIDENCE OF ABILITY TO PERFORM SUCCESSFULLY UNDER THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Southern Nevada Regional Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority 1

Category 1 Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees.

Priority 2

Category 2 Business

Business concerns that are 51% or more owned by residents of the housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees.

Priority 3

Category 3 Business

Business concerns that are 51% or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30% Section 3 residents in the metropolitan area or that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in Priority 1 and/or Priority 2 of this section.

For Bidding Preference in Awarding Contracts, please see the following Federal Register, Page 33890/Federal Register/Vol. 59. No. 125/Thursday, June 30, 1994/Rules and Regulations

(SNRHA Board Approved June 15, 2017)



Federal Register

of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for

section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotations is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bid)*. Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of the bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½ % of the lowest responsive bid, with no dollar limit

(ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP))*. (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for

section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Dated: June 27, 1994.

Roberta Actenberg,
Assistant Secretary for Fair Housing and Equal Opportunity
 [FR Doc. 94-15951 Filed 6-29-94; 8:45am]
 BILLING CODE 4210-28-P

Office of the Secretary
 24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963.

[Docket No. R94-1678; FR-3536 F-01]
 RIN 2501-AB64

Economic Opportunities for Low- and Very Low-Income Persons-Conforming Amendments

AGENCY: Office of the Secretary, HUD

ACTION: Final Rule

SUMMARY: Section 3 of the Housing and Urban Development Act of 1968 (section 3), as amended by the Housing and Community Development Act of 1992, requires de economic opportunities generated by HUD financial assistance for housing (including public and Indian housing) and community development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businsses that provide economic opportunities for those persons.



EXAMPLES OF SNRHA EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS

In accordance with 24 C.F.R § 135, SNRHA will utilize the following methods to ensure that effort is made to award contracts to Section 3 business concerns.

1. Utilize procurement procedures that provide contracting preference for Section 3 business concerns for each applicable procurement method authorized in 24 C.F.R. § 85.36(d).
2. Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
3. In determining the responsibility of potential contractors, SNRHA considers the bidder's record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
4. Coordinate pre-bid meetings at which the Section 3 business concerns would be informed in detail of contract requirements and contracting opportunities.
5. Conduct workshops on SNRHA's contracting procedures to include bonding, insurance, and other pertinent requirements biannually in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
6. Where appropriate, SNRHA will consider breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contact area Chambers of Commerce, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities.
8. Maintain a list of eligible Section 3 business concerns that are certified by SNRHA; review and credential business concerns no less than annually.
9. Participation in opportunities of the Contracting with Resident Owned Businesses Program provided under 24, C.F.R § 963.
10. Utilize SNRHA's Section 3 Job Development Fund to develop resources, fund training and allowable business expenses to assist residents interested in starting their own businesses.



EMPLOYEE LIST

NAME

FULL SSN

ADDRESS

PHONE#

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

(Contractor)

By: _____

Title: _____

Signature

Date

Printed Name



ATTACHMENT G

ADDITIONAL CLAUSES

(Keep for your information)

1. Special Conditions
2. Additional Clauses and Requirements
3. Division 1 Information



SPECIAL CONDITIONS

Page 1 of 2

1. **COMMUNICATIONS**

- (a) All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- (b) Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the SNRHA or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- (c) All papers required to be delivered to the SNRHA or architect shall, unless otherwise specified in writing to the contractor, be delivered to the SNRHA and any notice to or demand upon the SNRHA or architect shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the SNRHA at such address, or to such other representatives of the SNRHA or to such other address as the SNRHA may subsequently specify in writing to the Contractor for such purpose.
- (d) Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of telegrams, at the time of actual receipt.

2. **JOB OFFICES**

- (a) The Contractor must designate an area to serve the posting requirements of this contract. A board (4 X 8) must be in plain view in a well-trafficked area at each site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.
- (b) For all jobs over \$500,000.00 the Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by the SNRHA for the use of the SNRHA and the Architect, as follows: Development/Modernization Director will state the need.
- (c) The Job Office shall include office space of approximately 12' X 12' with light, heat, cold water, toilet facilities, janitor's service, local telephone, plan tables and plan racks, a desk, chair and one four-drawer file cabinet. The Contractor may, at his option, furnish a Job Office trailer that specifically has been designed for that purpose. The trailer, if used, shall be subject to approval by the SNRHA.
- (d) The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Architect shall be consulted with regard to locations.
- (e) Upon completion of the project, or as directed by the SNRHA or Engineer, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contractor.

3. **MINIMUM RATES OF PAY**

Contractor and all subcontractors must meet current state minimum wage requirements.

Per HUD Labor Relations Department, the Contractor is no longer required to contact three (3) contractors in the area who perform this work and request data on wages paid and number of employees.



SPECIAL CONDITIONS

Page 2 of 2

4. EQUIPMENT FURNISHED BY OTHERS

- (a) The following equipment will be furnished by others but installed by the Contractor:

Not Applicable

- (b) The Contractor shall, at his expense and risk, unload and install equipment, and do any necessary hauling to the places for installation. The Contractor shall furnish the SNRHA with a schedule of his need for equipment sufficiently of such need to enable the SNRHA to obtain delivery under the procurement contracts.
- (c) Where the type of equipment requires rough-in dimensions, the Engineer or SNRHA will furnish them to the Contractor as soon as available.
- (d) When equipment arrives at the delivery point, the Contractor shall promptly unload and transfer it to the project site, unless otherwise permitted or directed. The equipment shall not be unloaded except in the presence of a representative of the SNRHA with whom the Contractor shall jointly determine what, if any, damage has occurred in transit, and the responsibility therefore. Turnover of the equipment to the Contractor shall then be formalized by means of a transfer receipt, executed in triplicate, signed by the representatives of the Contractor and the SNRHA. This document shall show all particulars of the shipment it covers, the number and condition of the items turned over to the Contractor shall be fully responsible for the equipment.
- (e) The Contractor shall inspect all equipment items for latent defects or concealed damage and for shortages, and immediately report all such discrepancies to the SNRHA so that correction or replacement can be obtained.
- (f) The provision to "install" as used in paragraph 4.b. above, covers all operations and materials in connection with this equipment necessary to (1) distribute; (2) uncrate; (3) assemble as may be normally necessary; (4) place in permanent position; (5) connect up; and (6) clean up.
- (g) The Contractor shall deliver all such equipment in whole and satisfactory operating condition. He shall be responsible for actions and costs applicable to final testing, adjusting, and checking for proper performance.

5. PERFORMANCE AND PAYMENT BONDS

The company providing the required performance and payment bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the State of Nevada.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 1 of 17

1. Contract Change Procedures:

a. **Modifications:**

Changes in the work may be accomplished after execution of the contract for construction, if approved by the SNRHA and provided in the Agreement Between Owner and Contractor, and without invalidating the Contract for construction, by Supplemental Instruction or by Change Order, subject to the limitations stated in this Section and elsewhere in the Contract documents.

(1) A **Modification** is a:

(1.a.) **Supplemental Instruction:** Is an order for a minor change in the work issued by the Architect/Professional, involving no changes in the contract amount or contract time, and or a

(1.b.) **Change Order:** Is a written instrument prepared by the Owner and signed by the Owner, contractor and Architect/Professional, stating their agreement upon a change in the work, which results in a change in the Contract time and/or Contract amount.

(2) Changes in the work shall be performed under applicable provisions of the Contract documents and the Contractor shall proceed promptly, unless otherwise provided in the Supplemental Instruction or Change Order.

(3) If the unit prices are stated in the Contract documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities or work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

(4) The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract sum shall be actual net cost as confirmed by the Owner.

b. **Supplemental Instructions:**

The Architect/Professional has the authority, with the approval of the Owner, to order minor changes in the work not involving adjustment in the Contract sum or extension of the Contract time and not inconsistent with the intent of the Contract documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

c. **Changes Orders:**

(1) **Change Order Request:** The Architect/Professional may request a Change Order Request (COR) from the Contractor, which includes a detailed description of a proposed change in the work, with or without supplementary or revised drawings and specifications. Within seven (7) calendar days of the request, the Contractor shall submit the COR to the Architect/Professional, with a statement describing the reasons for the change and the effect on the Contract amount and Contract time, with full documentation. The Contractors COR will include a description of the effect on work separate or other contractors. After review, the Architect/Professional will submit the COR to the Owner, with recommendations. If necessary, the Change Orders costs will be negotiated between the Contractor and Owner, prior to final approval.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 2 of 17

- (2) **Change Order:** When the Owner and Contractor agree with the adjustments in the Contract amount and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded in the Change Order prepared by the Owner and executed by all parties.
- (3) **Change Order Procedures:** The Contractor will submit proposals and/or billings for materials and/or labor for all additional work in strict conformance with all provisions, rates and requirements as set forth in the Prevailing Wage Rates outlined in the Construction Contract Documents. The Contractor will submit proposals and/or billings for materials and/or labor with charges limited to those set forth below:
 - (3.1) **Materials:**
 - a. The cost of products or materials to the Contractor or Subcontractor less any applicable trade discount shall be subject to mark-up for overhead and profit, of ten percent (10%).
 - b. The Owner reserves the right to request copies of any or all invoices or contracts, including those from the originating suppliers, subcontractors or manufacturers.
 - c. No overhead and profit will be allowed on taxes.
 - (3.2) **Labor:**
 - a. The General Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit in the Change Order labor cost.
 - b. Contractor and Subcontractor labor costs shall be based on current (at time of advertising for bid) prevailing wages rates as approved by the Department of Housing and Urban Development, Labor Relations Department.
 - (3.3) No additional overhead and profit will be allowed for omitting work. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
 - (3.4) Any change order submitted that does not meet the above requirements will not be considered by the SNRHA.
- d. **Execution of change orders:** A Change Order will be fully executed by the Owner after the document is signed by the Contractor and the Architect/Professional.
 - (1) Pending full execution of change order, the Contractor may include approved amounts in the Applications for Payment.

2. Claims for Adjustments and Disputes:

- a. Any controversy or claim, excepting artistic effect as generally accepted in the industry, arising out of or relating to the bid process or the performance of a contract, which cannot be resolved by mutual agreement or the protest procedures (including administrative appeal) contained herein, shall, pursuant to NRS 338.150, be settled by arbitration as administered by the Nevada Arbitration Association, at Las Vegas, Nevada, as follows:
 - (1) If the value of the protest, dispute, intended award or contract is less than \$50,000, the dispute shall be settled according to the STREAMLINED ARBITRATION RULES of the Nevada Arbitration Association.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 3 of 17

- (2) If the value of the protest, dispute, intended award or contract is more than \$50,000.00 the dispute shall be settled according to the CONSTRUCTION, COMMERCIAL AND VOLUNTARY ARBITRATION RULES of the Nevada Arbitration Association. Judgment upon the award rendered by; the arbitrators may be entered into any court having jurisdiction thereof.
- b. In the event that any controversy or claim arising out of or relating to the performance of the bid becomes the subject or arbitration, the Southern Nevada Regional Housing Authority (SNRHA) shall have the right, at its option, to join or bring in any additional party to the arbitration proceeding, and the bidder hereby irrevocably consents and agrees to such joinder.
- c. In the event that the SNRHA is named a party to any arbitration action arising out of, or resulting from the purchase and/or delivery of the services/items specified in this bid, the bidder hereby agrees, at the request of the SNRHA, to be joined as a party to the arbitration proceeding and to be bound by any decision resulting from arbitration.
- d. None of the time provisions imposed apply to the joinder rights provided herein in such a way as to preclude the SNRHA from joining the bidder as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the purchase and/or delivery of the services/items specified in this bid.
- e. In order for the bidder to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the SNRHA within thirty (30) calendar days after the claim, dispute or other matter arises. In order for the SNRHA to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the bidder within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.
- f. The filing of this written notice shall preserve that party's right to arbitrate, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of a claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party within sixty (60) calendar days after the ending of the contract, and failure to make such demand shall forever bar such claim from being arbitrated.
- g. In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator(s) shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.
- h. Within ten (10) calendar days after written receipt by either party of the other's intention to arbitrate, both parties shall each select an arbitrator of their own choosing which shall be uncontestable by the other party.
- i. The two-(2) uncontestable arbitrators shall attempt to select a third arbitrator who shall be as neutral as unmanly possible. The third arbitrator should not be actively involved in an industry directly involved in the items, materials or services to be purchased under this contract. The background of the third arbitrator should be of broad general business, preferably in a senior management position.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 4 of 17

- j. If a third suitable arbitrator cannot be found by the two uncontestable arbitrators within fifteen (15) calendar days after the first being selected, then either party may, in writing, make application to the Eighth Judicial District Court in accordance with NRS 38.005 for an appointment of the third arbitrator.
- k. Upon appointment of the third arbitrator, all three (3) arbitrators shall commence within five (5) calendar days after that appointment to commence reaching a determination of the dispute, under the applicable industry rules of the American Arbitration Association.
- l. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- m. If the contract is still in force, the contractor shall carry the work and maintain progress during any arbitration, court proceedings or other disputes excluding those contained in this section, unless otherwise mutually agreed upon in writing. The arbitration shall be conducted in accordance with all Bid Documents.

3. Default:

The SNRHA may, subject to the provisions outlined below, terminate the whole or any part of the contract in any one of the following circumstances, by written thirty (30) calendar days' notice of default to the contractor:

- (1) If the contractor fails to perform the service(s) within the time specified herein or any extension thereof; or
- (2) If the contractor fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within the requirements set forth in the Bid Documents; or
- (3) In the event the contractor is unable to tender performance on the date, time, and location specified by the SNRHA, the contractor agrees to pay the SNRHA an amount equal to the actual costs incurred by the SNRHA in replacing the contractor's services. Indemnification shall be made for the time the contractor fails to perform under the terms and conditions of the contract. In addition to the above payments, damages arising from the contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the contractor.
- (4) Except with the respect to defaults of the subcontractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control without the fault or negligence of the contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the SNRHA, in either its sovereign or contractual capacity, acts of the Federal, State or local governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault of the contractor.
- (5) If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the negligence of either of them, the contractor shall both be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery and/or installation schedule.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 5 of 17

4. Termination For Convenience of the SNRHA:

- a. The performance of work under the contract may be terminated by the SNRHA in whole or in part from time to time, upon at least a thirty (30) calendar day written notice to the contractor or successful bidder when such action is deemed by the SNRHA to be in its best interest. Termination of work shall be affected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- b. After receipt of the Notice of Termination and except as otherwise directed by the SNRHA, the contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - (2) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- c. After receipt of a Notice of Termination, contractor shall submit to the SNRHA, in the form and with the certification as may be prescribed by the SNRHA, a termination claim and invoice.
- d. Such claim and invoice shall be submitted promptly, but not later than thirty (30) days from the effective date of termination. Upon failure of contractor to submit his/her termination claim and invoice within the time allowed, the SNRHA may determine on the basis of information available to the SNRHA, the amount, if any, due the contractor in respect to the termination, and such determination shall be final. After such determination is made, the SNRHA shall pay the contractor the amount determined.
- e. The contractor, for a period of five (5) years after the final settlement under the contract, shall make available to the SNRHA, at all reasonable times, at the office of the contractor, all his books, records, documents, or other evidence bearing on the costs and expenses of the contractor, under the contract in respect to the termination of the work.

5. Notification:

- a. Notices to the contractor shall be addressed to his/her place of business as designated on the Form of Bid, or such other place as may be designated in writing by the contractor.
- b. Unless otherwise specified in the Technical Specifications, notices to the SNRHA shall be addressed to:

Southern Nevada Regional Housing Authority
Linda P. Simpson
Contracts Administrator
340 N. 11th Street Suite 180
Las Vegas, NV 89101-3611
Telephone: (702) 477-3144 ■ Fax: (702) 922-6648 ■ TDD: (702) 387-1898

- c. In the event of suspension or termination of the contract, the notices may also be given by the SNRHA upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the contractor.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 6 of 17

6. Delays and Time Extensions: The contractor is responsible for completing the work within the time established in the contract. The SNRHA is responsible for monitoring the contractor to ensure that work will be completed as scheduled. The SNRHA may authorize justifiable time extensions without prior HUD review and approval, unless the SNRHA is subject to prior HUD approval under a HUD-established threshold that is less than the requested amount. The "Default" clause on the forms HUD-53700, 5370-C and 5370-EZ prescribe the conditions under which a time extension may be granted. The basic principle is that delays arising from unforeseeable causes beyond the control and without the fault or negligence of the contractor may be grounds for allowing a time extension. Such time extensions should be formalized in a written modification to the contract.
7. Time Extension Criteria: In order to be considered for approval by the SNRHA, requests for time extensions should meet the following criteria:
 - a. The contractor should submit a written notice to the SNRHA within (10) calendar days of the start of any delay;
 - b. The severity and extent of adverse weather could not have been reasonably foreseen by the contractor (normal seasonal levels of rain, snow, cold or heat should have been considered by the contractor); and
 - c. The cause of the delay was beyond the contractor's control.
8. Documentation: Immediately upon receipt of the contractor's notification of delay or request for time extension, the SNRHA shall send a letter of acknowledgement to the contractor. The letter will indicate that either: (1) immediate consideration will be given to the contractor's request or (2) the actual delay in work is difficult to determine and consideration will be given to the contractor's request upon completion of work.

SNRHA staff will review the records to ensure that the information provided by the contractor is accurate and complete. This will allow the Contracting Officer to determine the cause of the delay and the extent that it was within the Contractor's control. It will also determine if the request meets the contract's criteria for approving or rejecting the request for a time extension. Two criterion for approval of time extension request follow:

 - a. The contractor's request, as documented by the SNRHA "finding of fact," meets the requirements stated in "Documentation" above, and
 - b. The additional time requested by the contractor is reasonable based on the nature and duration of the delay.
9. Liquidated Damages for Failure to Perform:
 - a. The SNRHA depends upon the availability and functionality of the services and/or materials as outlined in the Bid Documents for the purposes of conducting necessary business.
 - b. It is virtually impossible to accurately define the exact amount of financial loss the SNRHA would incur if the services and/or materials as outlined in the Bid Documents become unavailable for use. However, the SNRHA should not be subject to financial indebtedness if in fact the services and/or materials as outlined in the bid are not provided.
 - c. Criteria for the contractor's failure to perform and the liquidated damages to be addressed are indicated below:
 - (1) Unavailability of the services and/or materials as defined as not being delivered for the SNRHA business use within the time the contractor promises the services and/or materials will be available.
 - (2) Acts of God is the only reason that may excuse the contractor from being assessed liquidated damages.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 7 of 17

- (3) Liquidated damages will be assessed in the amounts indicated in the bid documents. The final amount shall be deducted from the contractor's monthly billing for services and/or materials up to a maximum of the total monthly amount of service. If billing is not handled on a monthly basis, the amount due to the SNRHA may be subtracted from any billing invoice submitted to the SNRHA for payment by the contractor.

10. Joinder Privileges - N.R.S. 332:

- a. Pursuant to Nevada Revised Statute 332.195, the State of Nevada and/or any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract, at the option of the successful bidder ONLY. If the successful bidder so grants such a privilege, the terms and conditions of the Bid Documents may be passed on to the joining political subdivision by the successful bidder.
- b. The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the SNRHA contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

11. Billing Method:

Billings for services and/or materials awarded under the provisions of the Bid Documents will commence on the day on which such services and/or materials are activated and used by the SNRHA. Services shall be provided and billed as instructed in the Technical Specifications.

12. Disputed Billings (Charges):

In the event that the SNRHA disputes any portion of the billing(s), the SNRHA shall obey the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- (1) Should the SNRHA dispute a portion of any of its billing(s), its representative shall, within thirty (30) calendar days after the SNRHA's receipt of such billing, informally notify the contractor's designated representative that such dispute exists. Such dispute shall be resolved in accordance with the contractor's customary informal dispute resolution process.
- (2) If such dispute cannot be resolved by the contractor's customary informal dispute resolution process, within ten (10) calendar days after such notification is given, the SNRHA's Purchasing Agent and the contractor's local Manager shall meet to discuss the matter.
- (3) If the SNRHA Purchasing Agent and the contractor's local Manager are unable to resolve the dispute through such discussion within ten (10) calendar days, the SNRHA shall, within ten (10) calendar days thereafter, either:
 - (a) Pay the disputed charges and reserve the right to submit the matter to arbitration, as called for under Section D., Paragraph 1., Claims For Adjustments and Disputes.
 - (b) Not pay the disputed charge and submit the matter to arbitration, as referred to in the preceding paragraph above.
- (4) As stated previously, the decision from arbitration will be binding upon both parties. If the decision is adverse to the SNRHA, the SNRHA shall pay the amount, which is ordered, to the contractor within ten (10) calendar days after the SNRHA's receipt of the decision. If the decision is in favor of the SNRHA, the contractor will either; (a) clear the amount which is ordered from the SNRHA account, or (b) repay to the SNRHA the amount ordered; either option within ten (10) calendar days after the contractor's receipt of decision.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 8 of 17

13. Non-Escalation:

Unless otherwise specified in the Technical Specifications, the unit prices reflected on the Form of Bid shall remain firm with NO provision for price increases during the term of the contract.

14. Funding Restrictions and Order Quantities:

The SNRHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SNRHA, if:

- (1) Funding is not available.
- (2) Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- (3) The SNRHA's requirements in good faith change after award of the contract.

15. Licensing, SIIS, Insurance Permits:

- a. At the time of bid award, all prospective bidders shall be duly licensed in accordance with all applicable statutes/codes of the State of Nevada and the City and County having jurisdiction.
- b. A business license, from the jurisdiction the property is located at, allowing the prospective bidder to conduct and/or supply the services and/or materials described in these Bid Documents shall also be required of all prospective bidders at the time of bid award (proof of pending applications is acceptable)
- c. Should the successful bidder intend to sublet portions of the work (if expressly allowed by the SNRHA), it shall be the responsibility of the successful bidder to insure that all sub-bidders also be properly licensed in accordance with the aforesaid State statutes and applicable City/County codes.
- d. At the time of bid submittal, prospective bidders utilizing employees shall be duly registered with the State of Nevada Industrial Insurance System (SIIS) and the State of Nevada Employment Security Department and shall be current in their payments and coverage for both. Award cannot be made to any apparent successful bidder unless he/she meets this requirement. It shall be the responsibility of the successful bidder to ensure that all sub-bidders also meet this requirement.

NOTE: Copies of the above named documents (City and County business license; State of Nevada SIIS and State Employment Certificates of Coverage; and other local, State, County or Federal licenses or certifications as may be required for this bid) will be required from the successful bidder before award can be made. Failure to submit these documents shall cause that bidder not to be considered for Award.

- e. Prior to contract approval and up to project acceptance by the owner, the successful bidder shall furnish at its own expense to the SNRHA 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 sites(s). The SNRHA's existing fire and extended coverage policy may not be endorsed for any work under this contract.

The contractor shall provide the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage indicated in the bid documents.

Failure by the successful bidder to submit such documents as instructed shall, at the discretion of the SNRHA Dev/Mod Director, allow that bidder to be eliminated from consideration for the award of Bid and allow the SNRHA to make Award to the next lowest bidder, as long as he/she are able to comply with the Specifications and requirements of the Bid.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 9 of 17

- f. Unless otherwise stated in the Bid Documents, all local, City or County, State or Federal permits which may be required by this bid, whether or not they are known to either the SNRHA or the bidders at the time of Bid Opening or Bid Award, shall be the sole responsibility to the successful bidder, and any bid sums submitted on the Form of Bid shall reflect all costs required by the successful bidder to procure and provide such necessary permits.

16. Taxes:

All persons doing business with the SNRHA should be aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. **This tax exemption status is not extended for use by professional or contractors.** A letter of Tax Exemption will be provided to the successful bidder upon request.

17. State Statutes:

Prospective bidders are advised they must observe all State and Federal statutes regarding minimum wage rates, NRS 338, equal employment opportunity, Copeland Anti-Kickback Act, etc. Each and every provision of Chapter 332 of the NRS and other laws required to be inserted in these Bid Documents shall be deemed to be inserted herein and finalized contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction

18. Government Standards:

It is the responsibility of the prospective bidder that all items and services submitted for bid conform to all local, State, and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Clark County Pollution regulations). The successful bidder shall be responsible for all costs incurred for compliance with these possible ordinances, requirements or laws. No time extensions shall be granted or financial consideration given to the successful bidder for time or monies lost due to violations of these regulations.

19. Freight On Bill and Delivery:

- a. All bid prices submitted shall reflect the cost of delivering the bidded services and/or materials to the location(s) specified within the Bid Documents or on the contract.
- b. The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the SNRHA may, at its option, rescind the finalized contract under the DEFAULT CLAUSE of these Instructions and seek compensatory damages as provided by law.

20. Backorders:

The SNRHA Development/Modernization Director or his/her designated alternate, must be notified within five (5) calendar days of all backordered materials and/or incomplete services, and the estimated date delivery and receipt is to be made. Unless otherwise stipulated in the contract, any order that will take over a maximum of fourteen (14) days past the original agreed upon delivery date may, at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA Development/Modernization Director, it is in the best interest of the SNRHA to do so.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 10 of 17

21. Contract Extension:

Unless otherwise stated within the Bid Documents, the SNRHA shall retain the right to, at the end of the original contract, extend the contract up to a maximum of the length of the original contract (i.e.: 1 year original contract = 1-year possible maximum extension of same contract). This shall be possible only if the successful bidder agrees not to raise any individual or total bid sums, unless the original contract sums were allowed to change based on a Price Adjustment Provision contained in the original contract; and that no other changes may be made to the original agreement, except at the SNRHA's discretion.

22. Literature:

Prospective bidders may be required to furnish, either as part of their sealed bid or at another specified time during the bid, specification sheets, brochures, product literature, or other such materials which contain sufficient data to enable the SNRHA staff to properly evaluate the items being submitted for bid consideration. Failure to enclose such data, if required, may cause rejection of that bid without consideration. If the prospective bidder has a question as to whether or not such materials should be submitted, it shall be their responsibility to make inquiry of the SNRHA Development/Modernization Director.

23. Training:

If requested by the SNRHA, the successful bidder shall provide a qualified factory-trained instructor for up to eight (8) hours or more of theory and practical instruction. The training shall be equivalent to that provided to the manufacturer's field service personnel. **NOTE:** This paragraph applies mainly to bids concerning machinery and equipment; however, shorter instruction periods may be required for other items. The required instruction time may be specified in the Technical Specifications.

24. Instruction Manuals:

If requested by the SNRHA, the successful bidder shall furnish, at no additional cost to the SNRHA, two (2) complete instruction manuals and parts breakdowns upon delivery of the bid items.

25. Communication:

If during the period of the contract it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls/telegrams.

26. Work On Authority Property:

If the successful bidder's work under this bid involves operations by the successful bidder on SNRHA premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work, and except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors; and the successful bidder shall maintain such public liability, property damage and employer's liability and compensation insurance as will protect the SNRHA from said risks and from any claims, any applicable workmen's compensation and occupational disease acts.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 11 of 17

27. Estimated Quantities:

Unless otherwise indicated the quantities reflected on the Bid Documents, to the best of the SNRHA's knowledge, reflect projected consumption date. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the SNRHA under the finalized contract; but, pursuant to all Bid Documents, these quantities will be used to determine the successful bidder.

28. Record Retention and Inspection:

- a. The successful bidder agrees that the SNRHA or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this proposed contract. Such material, including all pertinent costs, accounting, financial records and proprietary data, must be kept and maintained by the contractor in a location within Clark County, Nevada, for a period of five (5) years after completion of this contract unless the SNRHA's written permission is obtained to dispose of said materials prior to this time.
- b. If, at any time during the term of the contract, or at any time after the expiration or termination of the contract, authorized representatives of the SNRHA conduct an audit of the contractor's records regarding the service provided to the SNRHA, and if such audit finds the SNRHA's dollar liability for such service is less than payments made by the SNRHA to the contractor; then the contractor agrees that the difference shall be either; (1) repaid immediately by the contractor to the SNRHA by cash payment, or (2) at the SNRHA's option, credited against any future payment to the contractor.

29. Warranty:

- a. The services/materials provided under this bid shall conform to all information contained within these Bid Documents as well as all applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contain more stringent requirements than the other, the more stringent requirements shall apply.
- b. Unless otherwise indicated in the Technical Specifications, all materials, workmanship and title shall be guaranteed by the successful bidder to be free of defects for a period of one (1) calendar year from the date of acceptance by the SNRHA.
- c. All freight cost incurred for shipment to and from the contractors designated place of business to correct warranty defects during the warranty period shall be borne by the successful bidder.
- d. The liability of the successful bidder to the SNRHA (except as to title) arising out of the furnishing of the goods and/or services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the goods and/or services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate EXCEPT UNDER THE WARRANTY FOR MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

30. Warranty Exclusions Prohibited:

- a. The SNRHA will NOT accept any warranty clause from either the successful bidder or from a manufacturer, which states:
 - (1) That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the SNRHA.
 - (2) That the manufacturer's and/or successful bidders warranty is in lieu of all other warranties that are either expressed or implied.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 12 of 17

- b. In addition to the above restrictions, the warranty requirements of the Bid Documents shall run from the manufacturer to the SNRHA as well as from the successful bidder to the SNRHA if the goods/services are sold by a distributor or agent.

31. Correction of Warranty Defects:

- a. If required by the Bid Documents, the successful bidder shall, within five (5) calendar days after the Bid Opening and prior to the delivery of the goods and/or services, appoint a firm in the immediate Las Vegas area of his/her own choosing who will be the immediate contact point for the correction of warranty defects.
- b. Unless otherwise stated in the Conditions/Specifications, the local firm shall address and correct any warranty defects within twenty-four (24) hours of notification. Any warranty defect that requires more than twenty-four (24) hours to correct shall require the direct intervention by the successful bidder and must be corrected within ten (10) calendar days after notification by the SNRHA.
- c. Failure to comply with the requirements of the provisions of this provision (No. 27) shall be just cause for the SNRHA declaring the contract in default under the Default Clause of these Instructions, and shall allow the SNRHA to seek remedy at law.

32. Official, Agent and Employees of the SNRHA Not Personally Liable:

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Southern Nevada Regional Housing Authority, in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

33. Subcontractors:

Unless otherwise stated within the bid documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the Technical Specifications without the prior written permission of the SNRHA's Development/Modernization Director.

34. Salaries and Expenses Relating to the Successful Bidders Employees:

Unless otherwise stated within the Bid Documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of this contract. The successful bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

35. Attorney's Fees:

In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorney's fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

36. Independent Contractor:

The successful bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

37. Severability:

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement of the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 13 of 17

38. Waiver of Breach:

A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term of condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

39. Time of the Essence:

Time is of the essence under this agreement as to each provision in which time of performance is a factor.

40. Limitation of Liability:

In no event shall the SNRHA be liable to the successful bidder for any indirect, incidental, consequential or exemplary damages.

41. Indemnity:

- a. The successful bidder shall protect, indemnify and hold the SNRHA its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of the contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials and/or products which may be defective or manufactured, designed or installed so as to give rise to a claim; or (iv) because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree. Any money due the successful bidder under and by virtue of the contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA; provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that is adequately protected by public liability and property damage insurance, if required.
- b. In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the SNRHA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which the successful bidder shall fail to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs.
- c. Reimbursement to the successful bidder by the SNRHA, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the Bid Documents.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 14 of 17

- d. The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

42. Lobbying Certification:

By proposing to do business with the SNRHA or by doing business with the SNRHA, each bidder certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract which is imposed by section 1352, Title 31, U.S. code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

43. Bonding:

- a. As may be required by these Instruction or the Specifications, each bidder, successful bidder, of contractor may be required to provide one or more of a variety of bonds. Any bid bonds required must be delivered with the bid submittal. Unless otherwise stated within the Specifications or addenda, all other bonds must be delivered to the SNRHA within ten (10) days of receipt of notice from the SNRHA. If the bidder, successful bidder or contractor fails to deliver such required bond by the tenth calendar day after receipt of notice from the SNRHA, he/she shall pay to the SNRHA the amount of \$250.00 per day as liquidated damages. If the bidder, successful bidder, or contractor does not keep the required bonds or insurance policies in effect or allows such to lapse, he/she shall pay to the SNRHA the amount of \$500.00 per day in liquidated damages. If the Specifications does not require any bond to be submitted, then these Instructions shall not require such bond; however, if the Specifications do require a bond to be submitted this bonding clause shall be in effect.

BRIEF DESCRIPTION OF VARIOUS TYPES OF BONDS THAT MAY BE REQUIRED:

- b. The BID BOND shall guarantee to the SNRHA that the bidder shall enter into a contract to provide the required goods or services at the prices and conditions contained within the bid documents, and shall guarantee that the bidder shall provide a performance bond or other required bond if award is to be made to that bidder. The amount of the bid bond may vary from one bid to another.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 15 of 17

- c. The PERFORMANCE BOND shall guarantee to the SNRHA that the successful bidder or contractor shall perform and complete the work as detailed within and required by the bid documents. Unless otherwise stated within the Specifications or addenda, this bond shall be in the amount of 100% of the contract price or value.
- d. The LABOR AND MATERIAL BOND shall guarantee to the SNRHA that the successful bidder or contractor shall pay all labor and materials obligations that he/she incurs as a result of performing the requirements of the bid documents and/or contract.
- e. The GUARANTY BOND shall guarantee to the SNRHA that the successful bidder or contractor shall guarantee for a period of not less than one (1) year that (a) all workmanship provided by his/her firm or any subcontractors used shall be free of defect; and (b) all materials or equipment installed or provided shall be free of fault and shall perform in such a manner as to meet the Specifications and requirements of the bid documents or contract.
- f. Form of Bonds: All bonds submitted to the SNRHA shall be written on the forms supplied by the SNRHA; and no changes or additions may be made to these forms without the written consent of the SNRHA Purchasing Agent. The bidder shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney. Pursuant to NRS 680A.300, any bond prepared by a licensed nonresident agent must be countersigned by a resident agent.

44. Debarment and Suspension.

Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.

- a. By submitting this bid to SNRHA, the contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R., pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.
- b. Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation (FAR) 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, sue of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA's right to suspend and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Paragraph 44(b)(1).
 - (1) Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent punch-list inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary punch-list inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent punch-list inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 16 of 17

46. Ethics in Public Contracting: Ethical standards apply not only to PHA employees and Contracting Officers but to others with a vested interest in PHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3).
1. Principles: Members of the Board of Commissioners, PHA employees, and any others serving in an official position or acting as an agent of the PHA (hereafter referred to as employees, officers, or agents) must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through PHA employment or to serve as an officer or agent of the PHA through actions inconsistent with the proper discharge of duties is a breach of public trust.
 2. Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the Annual Contribution Contract (ACC) between HUD and Public Housing.: PHAs must observe the following conflict of interest prohibitions.
 - a. No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
 - b. Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandparents, stepparents, in-law, sister-in-law, son-in-law, daughter-in-law, uncle and aunt and legal guardian and legal ward. Uncle and Aunt shall be defined as brother and sister of your biological father or mother.
 - c. In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - i. Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the PHA or a business entity.
 - ii. Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
 - iii. Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)



ADDITIONAL CLAUSES AND REQUIREMENTS

Page 17 of 17

- d. No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A , dated 7/95). The term “sell” means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.



DIVISION 1 DOCUMENTS

SECTION 01 26 13

REQUESTS FOR INTERPRETATION (RFI)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing Requests for Interpretation (RFI).
- B. RFI form is attached at the end of this Section.
- C. Do not use RFI form during bidding. Direct questions during bidding phase as indicated in Contract Documents.

1.02 DEFINITIONS

- A. RFI: Formal process used during construction phase to facilitate communication between Contractor and Architect or Owner's Representative with regard to requests for additional information and clarification of intent of Contract Documents (Drawings and Specifications).

1.03 PROCEDURE

- A. When conditions require clarification of Contract Documents, comply with following:
 - 1. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to Contractor.
 - 2. Contractor shall contact Architect with requests for interpretation or additional information using the attached form. Architect will **not** accept requests for interpretation or information submitted directly from subcontractors, manufacturers, or suppliers.
 - 3. Architect will provide response to Contractor.
 - 4. Generate RFI by one source per project and number accordingly.
 - 5. Submit one request for information or clarification per form.
- B. Architect will review RFI from Contractor with reasonable promptness and Contractor will be notified in writing of decisions made.
- C. Architect's written response to RFI shall not be considered as a Pricing Order or Pricing Directive, nor does it authorize changes in Contract Sum or Contract Schedule.
- D. Contractor shall maintain a log of RFIs sent to and responses from Architect.
- E. Contractor shall make every reasonable effort to answer questions pertaining to Construction Documents before submitting an RFI.

1.04 RFI FORM

- A. Submit RFIs on attached form. Architect will not respond unless proper form is used.
- B. If submittal form or format does not provide space needed for complete information, additional sheets may be attached.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 29 76

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Coordinate the "Schedule of Values" and Periodic Estimate for Partial Payment Applications with the Contractor's "Construction Schedule", list of Subcontracts and "Submittal Schedule".
- C. The Contractor's Construction Schedule and Submittal Schedule are outlined in Section titled "Submittal".

1.03 SCHEDULE OF VALUES

- A. Coordinate preparation of the "Schedule of Values" with preparation of the Contractor's "Construction Schedule".
- B. Submit the "Schedule of Values" to the SNRHA for approval at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- C. Format and Content: Use the instructions given at the Preconstruction meeting to establish the format for the Schedule of Values.
- D. Identification: Include the following Project Identification on the Schedule of Values:

SNRHA's Name and Address
Project Name and Location
HUD Project Number – N/A
CAP Number
Contractor's Name and Address
Date of Submittal

Arrange the Schedule of Values in a tabular form on HUD-51001, "Periodical Estimate for Partial Payment".

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- E. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or

Construction Change Directives result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with The Approved Schedule of Values and previous applications and payments as certified and paid for by the SNRHA. It shall also be accompanied by a certified payroll form.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the General Conditions.
- C. Payment Application Forms: Use HUD-51001 as the form for Application for Payment and form WH-347 to submit certified payroll forms.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor' Construction Schedule. Use updated schedules if revisions have been made.

Payroll forms shall accompany each application for payment (Form WH-347 is included for Contractor's use.) **This payroll form must be submitted on a weekly basis whether or not it is accompanying a payment.**

Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

- E. Transmittal: Submit one originally executed copy of each Application for Payment to the SNRHA by means ensuring receipt within 24 hours; one copy shall include waivers of lien and similar attachments.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to SNRHA.

- F. Waivers of Mechanics Lien: With each application for Payment, submit waivers of mechanics lien from every Subcontractor or entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the Payment.

Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered b the application.

Submit final Application for Payment with or proceeded by final waiver from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.

Waiver Forms: Submit waiver of lien on forms, and executed in a manner, acceptable to SNRHA.

- G. Initial Application for Payment: Administrative actions and Submittal that must precede or coincide with submittal of the first Application for Payment include the following:

List of subcontractors
List of principal suppliers and fabricators

Schedule of Values
Contractor's Construction Schedule (preliminary if not final)
Schedule of principal products
Submittal Schedule (preliminary if not final)
List of contractor's staff assignments
List of Contractor's principal consultants
Copies of building permits
Copies of authorizations and licenses from governing authorities for performance of the Work
Initial progress report
Any forms or schedules called for in "General Requirements" sections.

- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, (a sample of which is included in this section) submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for SNRHA occupancy of designated portions of the Work.

Administrative actions and Submittals that shall proceed or coincide with this application include:

Warranties (guarantees) and maintenance agreements
Maintenance instructions given to Maintenance Supervisor with signed receipt
Receipt for any additional parts supplied
Final cleaning sign-off from Maintenance Supervisor
Application for reduction of retainage, and consent of surety
Advice on shifting insurance coverage
List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion

- I. Final Payment Application: Administrative actions and Submittal, which must precede or coincide with submittal of the final payment Application for Payment include the following:

Completion of Project closeout requirements
Completion of items specified for completion after Substantial Completion
Assurance that unsettled claims will be settled
Assurance that Work not completed and accepted will be completed without undue delay
Transmittal of required Project construction records to SNRHA
Removal of temporary facilities and services
Removal of surplus materials, rubbish and similar elements
Certificate and Release form (sample included in this Section)

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 31 13

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Pre-Construction meeting.
- C. Progress meetings.
- D. Examination.
- E. Preparation – See Section 01 51 00 Construction Facility and Temporary Controls and 01 71 33 Protection of Adjacent Construction.
- F. Cutting and patching – See Section 01 73 29 Cutting and Patching.
- G. Alteration project procedures - See Section 01 35 16 Alteration Project Procedures.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project to assure efficient and orderly sequence of demolition construction work.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Follow demolition plan for capping of utilities, according to Plan.
- D. Coordinate completion and clean-up of work in preparation for Substantial Completion.

1.03 PRE-CONSTRUCTION MEETING

- A. SNRHA will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, Contractor, and Subcontractors.

1.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. SNRHA will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job Superintendent, major Subcontractors, suppliers, Architect, and Owner, as appropriate to agenda topics for each meeting.

PART 2 - EXECUTION

2.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct location.

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 METHODS

- A. The Contractor shall comply with Project progress scheduling by use of one or the other of the two methods as specified herein; the particular method will be indicated elsewhere in the Contract Documents.
1. Critical Path Method
 2. Bar Chart Schedule

1.02 PROGRESS SCHEDULE (CPM)

- A. The Contractor shall coordinate the Project through the use of the Critical Path Method (CPM) of planning and scheduling. The Contractor shall utilize this method for the planning and scheduling of the Project and performing the Work in an orderly and expeditious manner. The progress status at various stages of the Project will be monitored by the Progress Schedule. The Project Schedule will be used to analyze delays and evaluate requests for extension of time.
- B. Should the progress of this Work be delayed for any reason other than those mentioned in the General Conditions under Article 9.01 "Termination for Cause" and if such delays being the fault of the Contractor and resulting in the Contractor being unable to comply with the scheduled completion date, the Contractor agrees to take all necessary action, including additional overtime at the Contractor's expense, to ensure that the established completion date will be met. In order to meet the established completion date, the Contractor hereby agrees to employ such techniques as the Work may warrant.

It is not incumbent upon the SNRHA or its Architect to notify the Contractor when to begin, to cease or resume work, nor give early notice of rejection of faulty work, nor in any way to superintend so as to relieve the Contractor of responsibility of any consequence of neglect or carelessness of the Contractor's employees. All materials and labor shall be furnished at such time that all Contract work may be properly and fully completed on Contract time. No claim for Contractor interference, direction or acceleration will be recognized from the CM's coordination and/or on site implementation of the Contract schedule activities.

C. SCHEDULING REQUIREMENTS

1. The Contractor will be required to utilize the Critical Path Method (CPM) of planning and scheduling. The Contractor will be required to submit five (5) sets of the CPM schedule. The schedule will include as many activities as necessary to make the schedule an effective tool for construction planning and monitoring the performance of each Subcontractor. The Contractor's schedule will include all pertinent activities, including, but not limited to milestone dates, submittal dates, required approval dates for shop drawings, purchasing activities, ordering and delivery dates, and activities interfacing or interacting with Subcontractor or services. The Contractor will update the schedule at every job meeting and will show a comparison between actual progress and scheduled progress. The schedule will be revised as required by the condition of the Work.
2. If, in the opinion of the SNRHA or the Dev/Mod Construction Manager, the Work falls behind schedule, the Contractor will be required to submit, within one week, a revised

schedule demonstrating its proposed plan to make up the slippage in the schedule and ensure the completion of Work within the Contract time. If the SNRHA finds the proposed plan not acceptable, the Contractor will be required to resubmit a revised schedule for approval. The revised schedule will require the Contractor to increase the work force, the construction plan and equipment, or the number of work shifts at no additional cost to the SNRHA. The Contractor will also bear all the cost for the producing of the preliminary schedule and any subsequent schedule.

3. The Contractor shall provide a preliminary schedule within one week from the award of the Contract and a final schedule one-week after approved schedule. The Contractor will then schedule a meeting with the Subcontractors, the SNRHA, and/or Architect to review the schedule. Any adjustments required based upon review will be made to the schedule as recommended to eliminate conflicts and to comply with the Contract dates and Project completion dates.
4. The Contractor's detailed schedule of work will include, but not be limited to, the following:
 - a. Milestone dates
 - b. Mandatory Sequencing (e.g., Excavation Must Precede Foundations) will be separate from desirable sequencing (i.e., crew movement, construction equipment constraints and other logic restraints).
 - c. Testing Activities/Required Inspections (where applicable)
 - d. Shop Drawing Preparation and Approval Activities
 - e. Procurement Schedule (Order Dates, Deliveries, etc.)
 - f. Requirement for any on Site Shutdown that may impact work
 - g. Training or Instruction of School Personnel
 - h. Anticipated Start and Completion Dates for each activity
 - i. Anticipated durations in work days of each activity
 - j. Final Inspection/Beneficial Occupancy

After all networks and data are reviewed and this schedule agreed to, the Contractor shall process the information through a computer to develop the indicated early and late start and finish dates and float of the activities. The Contractor shall make adjustments to the Master (CPM) Network Schedule and the computer run to eliminate conflicts and to comply with the milestone dates and the Project completion date. After all adjustments have been made, the Contractor shall submit the final CPM Network Schedule and computer schedules to the SNRHA and/or Architect. This will be the official Project Schedule and shall be signed off by the Contractor and the Contractor's Subcontractors.

The Contractor will update this schedule at monthly schedule meetings with the Subcontractors. This meeting will be attended by the SNRHA and/or Architect. The update will determine the actual status of the Project and will act as a tool in the decision making necessary to keep the Project on schedule.

5. The Contractor shall schedule a meeting to update the schedule at the end of the first month following issuance of the Official Project Schedule and every month

thereafter as required (or at lesser intervals if deemed necessary). The Contractor shall have in attendance at these meetings the individual Subcontractors/Vendors who are intimately familiar with the Project and its current status and who have decision-making authority. These representatives will assist the SNRHA and CM in every manner to determine the actual status of the Project and make such decisions as may be necessary to keep the Project on schedule. The bi-weekly progress report forms must be filled in by the Subcontractor prior to the meeting to indicate the status of each activity as of the end of the month by indicating the remaining duration and the actual start and finish dates of all activities started and/or completed since the last update. This includes shop drawings, procurement of material, etc., as well as actual on-site construction activities.

6. All Subcontractors shall meet with the Contractor, the SNRHA and/or Architect and provide the information necessary to prepare a revised (updated) arrow diagram and computer-generated schedule listing showing:
 - a. Approved changes in activity sequencing to reflect agreed upon schedule impact of either excusable delays, change orders, acknowledged differing site conditions or suspensions of Work.
 - b. Changes in activity durations for unstarted or partially complete activities where agreed upon.
 - c. The effect to the network of any delays to any activities in progress and/or the impact of known delays which are expected to affect future work.
 - d. Changes to activity logic, where agreed upon, to reflect revision in the Contractor's plan, i.e., changes in activity duration, and activity sequence for the purpose of regaining lost time or improving progress, mitigating the effect of excusable delays or Contractor's preference.
 - e. Changes to milestones, due dates and the overall Contract Completion Date, which have been agreed upon by the SNRHA since the last revision of the CPM schedule.
 - f. Proposed effects (not approved) to the schedule of any delays, Change Orders or Contractor requested changes, which are being negotiated as to the extent, if any, of a Contract adjustment reflecting any increases or decreases in the cost or time of performance of the Contract. The Contract late completion date will not be adjusted due to any changes not approved by the SNRHA.

The CPM Network Schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall incorporate the impact of all delays and Change Orders as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by the SNRHA prior to inclusion in the CPM Network Schedule.

7. When the SNRHA and the Contractor are unable to agree as to the amount of time to be allowed for delays and Change Order Work, or the manner in which this work is to be reflected on the arrow diagram, the scheduling shall reflect the logic and time durations furnished by the Contractor for the delays and Change Orders pending final decision by the SNRHA. If unapproved Contractor logic and time durations are used, the Contractor agrees that any time delays to the Project; i.e., those which affect the time and performance of any of the Contracts as a responsibility of the Contractor until a final agreement has been made or a final decision rendered by the SNRHA regarding the manner in which the delays and Change Order work is to be reflected on the schedule.

When this final decision has been made by the SNRHA, the CPM Network Schedule shall be revised in accordance with such decision and issued with a final analysis of the effect of the change on the Project.

8. If the Contractor desires to revise the logic of the approved CPM schedule so as to reflect a sequence of construction which differs from that originally agreed to, the Contractor must first obtain the approval, in writing, of all the Subcontractors whose work may be affected by the change and then must obtain the approval of the SNRHA.
9. Once each month, at the same time the network is updated, the Contractor shall make entries to identify those activities started by date and those completed by date during the previous period, to show the estimated time required to complete each activity started but not yet completed, to show activity percent completed and to reflect any changes in the arrow diagram approved in accordance with the preceding paragraph. After completion of the joint review, an updated Computer Schedule will be transmitted to all Subcontractors. The resultant monthly Computer Schedule and Network Schedule shall be recognized by the Contractor as solely the updated construction schedule to complete all remaining Contract work. In addition, once each month the Contractor shall furnish a narrative report. The narrative report will include a description of the amount of progress during the previous month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and their estimated impact on the performance of other activities and completion dates, and recommendations on corrective action for the Contractor. The SNRHA will review the Contractor's proposed corrective action for conformance with the Contract requirements. Approved corrective actions for Contractor are to be incorporated into the next schedule update. Failure of the Contractor to propose acceptable corrective actions for Contractor delays or slippages will be construed as a failure to properly schedule and prioritize the work in accordance with the requirements of the Contract Documents and it may cause the SNRHA to recommend corrective actions to maintain the overall project schedule. If the Contractor believes that the SNRHA direction constitutes a change, the Contractor shall furnish, within ten days, in writing, its own plan for corrective action. This plan is subject to approval by the SNRHA.
10. In addition, to this schedule, the Contractor, at every biweekly job meeting will be required to submit a two week schedule showing all scheduled activities for the following two weeks and a report of progress in the previous two weeks. It will be the responsibility of the Contractor to review these schedules and implement the coordination of the Subcontractors. The schedule will be submitted in a format approved by the SNRHA.

1.03 SCHEDULING REQUIREMENTS (BAR CHART)

- A. The successful Contractor will be required to submit five (5) sets of a detailed Bar Chart Schedule. The schedule will include as many activities as necessary to make the schedule an effective tool for construction planning and monitoring the performance of each Subcontractor. The Contractor's schedule will include all pertinent activities, including, but not limited to, submittal dates, required approval dates of Shop Drawings, purchasing activities, ordering and delivery dates, and activities interfacing or interacting with Subcontractor or services. The Contractor will update the schedule at every job meeting and will show a comparison between actual progress and scheduled progress. The schedule will be revised as required by the condition of the Work.
- B. If, in the opinion of the SNRHA or its Designated Representative, the Work falls behind schedule, the Contractor will be required to submit a revised schedule within one week demonstrating its proposed plan to make up the slippage in the schedule and ensure the completion of Work within the Contract time. If the SNRHA finds the proposed plan not

acceptable the Contractor will be required to resubmit a revised schedule for approval. The revised schedule will require the Contractor to increase the work force, the construction plan and equipment or the number of work shifts at no additional cost to the SNRHA. The Contractor will also bear all the cost for the producing of the preliminary schedule and any subsequent schedules.

- C. The Contractor will provide a preliminary schedule within one week from the award of the Contract and a final schedule one-week after approved schedule. The Contractor will then schedule a meeting with the Subcontractors, the SNRHA, to review the preliminary schedule. Any adjustment required based upon review will be made to the schedule as recommended to eliminate conflicts and to comply with the Contract dates and Project completion dates.
- D. The Contractor's detailed schedule of work will include, but not be limited to, the following:
 - 1. Crew movements/Construction Equipment and Manpower
 - 2. Sequencing (e.g., Excavation Must Precede Foundations)
 - 3. Testing Activities/Required Inspections (where applicable)
 - 4. Shop Drawings Preparation and Approval Activities
 - 5. Procurement Schedule (Order Dates, Deliveries, etc.)
 - 6. Requirement for any on-Site Shutdowns that may impact work
 - 7. Training or Instruction of School Personnel
 - 8. Anticipated Start and Completion Dates for each activity
 - 9. Anticipated Durations in work days of each activity
 - 10. Final Inspection/Beneficial Occupancy
- E. In addition to this schedule, the Contractor at every biweekly job meeting will be required to submit a two week schedule showing all scheduled activities for the following two weeks and a report of progress in the previous two weeks. It will be the responsibility of the Contractor to review these schedules and implement the coordination of the Subcontractors. The schedule will be submitted in a format approved by the SNRHA.

1.04 CONTRACTOR'S DAILY REPORTS

- A. As soon as the Contractor has started work on the project, the Contractor shall submit to the SNRHA's Field Representative reports of the Work performed the previous day by any of the Contractor's employees, including the employees of the Subcontractors.
- B. The reports shall be prepared by the Contractor's Superintendent and shall bear his signature. Each report shall contain the following information:
 - 1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees worked in each category on that particular day.
 - 2. The names of the Subcontractors working and the type of materials and/or major equipment being installed, together with the total number of employees working for each subcontractor on that particular day.

3. The major construction equipment being used by each contractor and/or Subcontractor.
4. Work pertaining to a Change Order and/or work being performed under protest.

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Record digital photography for archival and pay request purposes.
- B. Daily digital photography to define when construction visits are appropriate and for discussion.
- C. Camera
- D. Compact Disc
- E. Technique
- F. Submittals

1.02 RELATED SECTIONS

- A. Section 01 29 76 - Applications for Payment
- B. Section 01 33 00 – Submittals
- C. Section 01 77 00 - Contract Close-Out: Project record documents.

1.03 DIGITAL PHOTOGRAPHY

- A. Provide digital photographs of the site before any construction is started and throughout the progress of The Work. Digital photographs shall be of a quality acceptable to the Owner and Architect.
- B. Digital Photographs should be taken within seven days of each monthly Application for Payment and should represent work completed during the period preceding the Application for Payment. Photographs should be taken throughout the progress of the Work, up to and including Substantial Completion. Include as a minimum, 24 photographs of the following construction milestones:
 - 1. Site clearing
 - 2. Excavations
 - 3. Foundations
 - 4. Framing
 - 5. Stored Materials
 - 6. Site Improvements
 - 7. Enclosure of building
 - 8. Interior views
 - 9. Contractor's completion of any segment of the Work.

10. Substantial completion
- C. Daily Digital photography should be taken daily and e-mailed to the Owner and Architect at the end of each construction day.

1.04 CAMERA

- A. Digital: 1024 x 768 pixels minimum. Digital Camera shall have a minimum resolution of five (5) mega pixels with accurate time and date encoder.
 1. Daily photographs shall be 2 megapixels minimum.
 2. Pay request photographs shall be 4 megapixels minimum.

1.05 COMPACT DISC

- A. Deliver two (2) Compact Discs with the close-out document submittals.
- B. Catalog and index disc in chronological sequence; provide typed table of contents with pay request.

1.06 TECHNIQUE

- A. Provide factual presentation.
- B. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

1.07 VIEWS

- A. Daily Digital Photographs:
 1. Show work done that day only.
 2. Show two (2) photographs minimum per dwelling unit each work day.
 3. Show additional views to describe questions for discussion, discovery or as-built issues.

1.08 SUBMITTALS

- A. Deliver two (2) Compact Discs (CD) with each Application for Payment.
 1. Each photo to be identified with the project name, number, subject/phase of work, orientation of view, approximate time of view, date.
 2. Store the digital photographs in JPEG format.
 3. One (1) disc will be retained by Architect for file record.
- B. Pay request pictures will be taken at approximately the same time of the month, each month.

1.09 CONCEALED CONDITIONS

- A. Where concealed conditions not indicated on the Contract Documents result in contractor's request for additional cost and time, completely depict those conditions using photography.

B. Photograph before closing up walls showing piping, wiring and insulation.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Manufacturer's installation instructions.
- H. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 01 77 00 - Contract Close-Out: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.
- B. Section 01 78 36 – Warranties and Bonds: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.

- H. Provide space for Contractor and Architect/Engineer review stamps.
- I. Revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer-generated horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, model number of each product, and identify specification section number, as appropriate.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, reference standards, and identify specification section number, as appropriate.
- C. Include itemized listing of required submittals under each product and/or specification number, as appropriate.

1.06 SHOP DRAWINGS

- A. Submit the number of opaque reproductions, which Contractor requires, plus three copies, which will be retained by Architect/Engineer.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTALS article above and for record documents purposes described in Section 01 77 00 - Contract Close-Out.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.07 PRODUCT DATA

- A. Submit the number of copies, which the Contractor requires, plus two copies, which will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 77 00 - Contract Close-Out.

1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.09 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data. Provide duplicate copies for project close-out as described in Section 01 78 36 Warranties and Bonds: Form of Submittals.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTIONS

Not Used

END OF SECTION

SECTION 01 34 00

SHOP DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.01 CONTRACTOR SUBMITTAL

- A. The Contractor shall submit the Shop Drawings, technical data, and Samples required by the Contract. The Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and Samples. After examination of such Shop Drawings and samples by the SNRHA, or the SNRHA's Designated Representative, and the return of such items by the SNRHA to the Contractor, the Contractor shall make corrections indicated and shall furnish to the SNRHA the required number of corrected copies of Shop Drawings and Samples. Paint and carpet color selection must be approved by the SNRHA prior to installation.

1.02 SHOP DRAWINGS

- A. Shop Drawings shall be accompanied by a letter of transmittal to the SNRHA or the SNRHA's Representative requesting approval and date approval is desired.
- B. Each Shop Drawings and letter of transmittal shall be identified with the following information:
1. Project title.
 2. Contract name.
 3. Date of the drawing, including dates of any revisions.
 4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable.
 5. Name of person or firm preparing Shop Drawings.
 6. Contract Drawing numbers and Specifications, Section Division and Paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawings refer.
- C. Shop Drawings shall show the design, dimensions, connections and other details necessary to ensure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the SNRHA or the SNRHA's Representative for approval at the same time so that connections can be checked.
- D. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.
- E. The Contractor shall submit manufacturer's drawings and specifications when necessary to fully explain apparatus and equipment required by the Work. These manufacturer's

drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.

1.03 PROCEDURE FOR SUBMITTAL AND APPROVAL OF ALL SHOP DRAWINGS

- A. After approval of the required Shop Drawings Schedule, the Contractor shall submit one clear sepia transparency and two prints of Shop Drawings to the SNRHA, or designated Representative for review and approval. A satisfactory Shop Drawing will be stamped "Approved" or "Approved As Noted", and dated; the sepia transparency and one copy hereof will be returned to the Contractor.
- B. Should the Shop Drawings not be approved by the SNRHA or designated Representative it will be stamped "Revise and Resubmit" and one set of such Shop Drawings will be returned to the Contractor with the necessary corrections and changes to be made indicated thereon.
- C. The Contractor shall make such corrections and changes and again submit one sepia transparency and two prints of Shop Drawings for the approval of the SNRHA. The Contractor shall revise and resubmit the Shop Drawings as required by the SNRHA or designated Representative until approval thereof is obtained. However, Shop Drawings which have been stamped "Approved As Noted" shall be considered "Approved" Shop Drawings and need not be revised and resubmitted.
- D. The Sepia transparency of any approved Shop Drawing will be returned to the Contractor for the Contractor's distribution; such approved sepia transparency will be stamped and dated by the SNRHA or the SNRHA's Representative.

1.04 DISTRIBUTION OF APPROVED SHOP DRAWINGS

- A. Approved Shop Drawings shall be distributed as follows by the Contractor:
 - 1. One (1) copy for the SNRHA's Field Representative.
 - 2. One (1) copy for the SNRHA's main office.
 - 3. One (1) copy for the SNRHA's designated Review Representative.
- B. Copies of Transmittals - Copies of all Shop Drawing transmittal letters from the Contractor shall be sent to the SNRHA's Field Representative.
- C. No work called for by the Shop Drawings shall be accomplished until approval of the said Drawings by the SNRHA or Designated Representative is given.
- D. Variations - If the Shop Drawings show variations from the Contract requirements because of standard shop practice, or other reasons, the Contractor shall make specific mention of such variations in the letter of transmittal.
- E. Responsibility of Contractor - The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or Work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.
- F. Shop Drawing Schedule - To enable the Work to be transacted in an orderly and expeditious

manner, the Contractor shall within seven (7) days after the Notice to Proceed, unless otherwise directed by the SNRHA or Designated Representative, submit a proposed progress schedule showing the anticipated time of commencement and completion of the submission of Shop Drawings for each of the various operations to be performed under the Contract.

The Shop Drawing schedule shall be interfaced with the Construction Progress Schedule required by another Article in the General Requirements.

G. Procedure for preparing, forwarding, checking and returning of all Shop Drawings shall be generally as follows:

1. The Contractor shall make available to the Contractor's Subcontractors the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other contracts;
2. The Contractor shall direct the Subcontractors to prepare Shop Drawings for submission to the SNRHA or the SNRHA's Representative, in accordance with the requirements of these "General Requirements".
3. The Contractor shall also direct the Contractor's Subcontractors to flag or circle corrections made on all resubmissions for approval, so as to be readily seen, and that the symbol "Sub" be used to identify the source of correction or information that has been added.
4. The Contractor shall:
 - a. Review and be responsible to the SNRHA for information shown on Subcontractor's shop and installation drawings and manufacturer's data, and also for conformity to Contract Documents.
 - b. Flag corrections made on all submissions for approval, so as to be readily seen, use the symbol "GC", "PL", "MECH" and "EL" to indicate that the correction and/or information added was made by the respective Subcontractor.
 - c. Clearly designate which trade is to perform the work when the use of "Work by Others" or other similar phrases are indicated on the Drawings before submission to the SNRHA's Representative.
 - d. Stamp submissions "Recommended for Approval", date and forward required copies to the SNRHA's Representative.
5. In order to expedite shop drawing procedures, the Contractor shall write a bi-weekly Shop Drawing status letter to the SNRHA, with copies to the Field Representative, containing the following subject matter:
6. A list of all Shop Drawings which have been sent to but not returned by the SNRHA, giving name of the Subcontractor, Drawing number, title and date of submission.
7. An indication of the desired priority of the return, if necessary.

Note: The status letter shall be prepared and sent at a given time, preferably Friday afternoon, to enable the SNRHA to receive the letter on Monday morning. This

procedure shall be maintained throughout the active Shop Drawing period of construction.

1.05 SAMPLES

- A. Samples shall be accompanied by a letter of transmittal to the SNRHA's Representative requesting approval, and date approval is desired.
- B. Each sample shall be labeled with the following information:
 - 1. Project title.
 - 2. Contract name.
 - 3. Date of submission.
 - 4. Name and quality of the material.
 - 5. Name of Contractor, name of Subcontractor, Material Supplier and Manufacturer, as applicable.
 - 6. Contract Drawing numbers and Specification Section, Division and Paragraph numbers used as reference in preparing samples.
- C. Samples on Display - When Samples are specified to be equal to samples in the office of the SNRHA, they shall be carefully compared to such samples for verification that they are equal in all respects.
- D. Samples shall be of sufficient size and quantity to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract. Furnish specific sizes and quantities where indicated in the respective technical Sections.
- E. Valuable samples, such as hardware, plumbing and electrical fixtures, not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, providing suitable permanent records are made as to location of the samples, their properties, and other pertinent information.

1.06 CONTRACTOR REVIEW

- A. The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the SNRHA, or the SNRHA's Designated Representative, for approval.

1.07 CONTRACTOR RESPONSIBILITY

- A. The SNRHA's approval, or review by the SNRHA's Designated Representative, of Shop Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and Samples and for the conformity of Shop Drawings and Samples with the Contract unless the Contractor has notified the SNRHA of the deviation in writing at the time of submission and has received from the SNRHA written approval of the specified deviations. The SNRHA's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings and Samples.

1.08 COMMENCEMENT OF WORK

- A. No portion of the Work shall be commenced until required Shop Drawings and Samples are approved by the SNRHA.

END OF SECTION

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products for patching and extending Work.
- B. Examination and Preparation.
- C. Installation.
- D. Transitions and Adjustments.
- E. Repair of damaged surfaces.
- F. Finishes and Cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in Product sections. Match existing Products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Review project documents and conditions for any lead or asbestos containing materials (ACM) prior to start of demolition.
- B. Verify that demolition is complete and areas are ready for installation of new Work.
- C. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.
- D. Recover and refinish exposed mechanical and electrical work exposed accidentally during the work.
- E. Install Products as specified in individual sections.

3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Owner.

3.05 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect's review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.07 FINISHES

- A. Finish surfaces as specified in individual Product sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING:

- A. In addition to final cleaning specified in Section 01 77 00 Contract Close-Out, clean areas of work daily as specified in Section 01 51 00 Construction Facility and Temporary Controls.

END OF SECTION

SECTION 01 35 33

ENVIRONMENTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Indoor Air Quality (IAQ) Requirements.
- B. Carcinogenic and Toxic Materials.
- C. Emission Rate Test Methods.
- D. Dry Materials.
- E. Emission Rate Standards.

1.02 REFERENCES

- A. National Ambient Air Quality Standard (U.S. EPA, Code of Federal Regulations, Title 40, Part 50).
- B. Industrial Workplace Standard (Reference: American Conference of Governmental Industrial Hygienists, 6500 Glenway, Building D-7, Cincinnati, OH 45211-4438).
- C. International Agency for Research on Cancer list of Chemical Carcinogens.
- D. Carcinogen List of the National Toxicology Program.
- E. Reproductive Toxin List of the Catalog of Teratogenic Agents.
- F. U.S. Environmental Protection Agency (EPA-600/8-89-074).

1.03 INDOOR AIR QUALITY (IAQ) REQUIREMENTS

- A. Interior construction materials, finishes, and furnishing including partitions, partition coverings, insulation, flooring, floor coverings, wall covering, ceiling tiles, adhesives, sealants, glazes, paints, and similar materials shall be designed, manufactured, handled, and installed in such a manner to produce the least harmful or annoying effects on the occupants of the building.
- B. Make written notification of these requirements to all appropriate suppliers of these materials to ensure that compliance is obtained from the manufacturers.
- C. All materials shall emit the lowest, yet technologically achievable, emissions of particles and chemical vapors.
 - 1. As a minimum, materials shall meet emission rate standards set forth below.
 - 2. All emission rate calculations shall assume 900 ft³ (25.49 m³) to be the work station volume for determination of Product loading.

1.04 EMISSION RATE STANDARDS

- A. Formaldehyde Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level of formaldehyde greater than 0.1 ppm at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- B. Total Volatile Organic Content (VOC) Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level greater than 0.5 mg/m³ of the total volatile organic compounds at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- C. 4 Phenyl Cyclohexene (4-PC) Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level of 4-PC greater than 0.1 ppb at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- D. Regulated Pollutant Standard: Any pollutant regulated as a primary or secondary outdoor air pollutant shall meet an emission rate that will not generate an air concentration greater than that promulgated by the National Ambient Air Quality Standard.
- E. Otherwise Unmentioned Pollutant Standard: Any pollutant not specified above shall meet an emission rate standard that will not produce an air concentration level greater than 1/10 the Threshold Limit Value (TLV) Industrial Workplace Standard at the anticipated loading (m²/m³ within the building) within thirty (30) days of installation.

PART 2 PRODUCTS

2.01 CARCINOGENIC AND TOXIC MATERIALS

- A. For all interior design materials, furnishings, and finishes, disclose in writing to Owner prior to installation of such materials, furnishings, and finishes any detectable amounts of substances emitted into the indoor air which are listed on any of the following.
 - 1. International Agency for Research on Cancer List of Chemical Carcinogens, or
 - 2. Carcinogen List of the National Toxicology Program, or
 - 3. Reproductive Toxin List of the Catalog of Teratogenic Agents.

2.02 DRY MATERIALS

- A. "Dry" Materials:
 - 1. Do not install "dry" furnishing and finishing materials, such as carpet, acoustical panels, textiles, and so forth, until "wet" materials (adhesives, sealants, glazes, caulks, paint, and so forth) have been applied and allowed to dry to the extent feasible and in accordance with good building practices.
 - 2. Choose drying times so that pollutant emission rates as specified for IAQ are achieved prior to installation of the "dry" furnishing and finishing materials.
- B. Pre-Conditioning: All dry furnishing and finishing materials shall be allowed to "air out" or pre-condition prior to installation in the building.

2.03 EMISSION RATE TEST METHODS

- A. All emission rate testing specified shall be completed according to the dynamic environmental chamber technology as prescribed by the U.S. EPA.

B. Make data available to Owner for review and approval.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND STATUTORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS IN GENERAL

- A. Comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- B. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance therewith, Contractor shall promptly notify Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- C. If Contractor performs Work knowing it to be contrary to laws, statues, ordinances, building codes, and rules and regulations without such notice to Architect and Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- D. Permits and Fees: Comply with requirements specified in the General Conditions.
- E. Taxes: Comply with requirements specified in the General Conditions.
- F. Business Regulations:
 - 1. Comply with all federal, state, and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor, and health laws, and including NRS 338.010 through 338.180, as amended, if applicable.
 - 2. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents unless a date is specified in a technical section.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

- A. The following are definitions of abbreviations that occur, or may occur, elsewhere in these general requirements and technical requirements. Inclusion here of a reference to an industry standards group is for the purpose of the definition of the abbreviation. Inclusion in the work of this construction contract industry's standards group is referenced elsewhere in these general requirements and/o technical requirements.

AA	Aluminum Association 818 Connecticut Avenue N. W. Washington, DC 20006
AABC	Associated Air Balance Council 1518 "K" Street N. W. Washington, DC 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street N. W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219
ADC	Air Diffusion Council 230 North Michigan Avenue Chicago, IL 60601
AGC	Associated General Contractors of America 1957 "E" Street N. W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue N. W. Washington, DC 20006
AISC	American Institute of Steel Construction 400 North Michigan Avenue, Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street N. W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	APA- The Engineered Wood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209

ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers 1791 Tullie Circle N. E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials. 1916 Race Street Philadelphia, PA 19103
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road N. W. Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington New York, NY 10174
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue N. W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street N. W. Washington, DC 20005
EJMA	Expansion Joint Manufacturers Association 25 North Broadway

	Tarrytown, NY 10591
FGMA	Flat Glass Marketing Association White Lakes Professional Building 3310 Harrison Topeka, KS 66611
FM	Factory Mutual Research Corporation 1151 Boston-providence Turnpike P. O. Box 688 Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information, Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IGMA	Insulating Glass Manufacturers Alliance
IMIADC	International Masonry Industry All-Weather Council - International Masonry Institute 815 15th Street N. W. Washington, DC 20005
MBMA	Metal Building Manufacturer's Association 1230 Keith Building Cleveland, OH 44115
MFMA	Maple Flooring Manufacturers Association 60 Revere Drive Northbrook, IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association (see NAAMM)
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P. O. Box 781 Herndon, VA 22070

NEBB	National Electrical Manufacturer's Association 2101 "L" Street N. W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue N. W. Washington, DC 20036
NSWMA	National Solid Wastes Management Association 1730 Rhode Island Ave. N. W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018
NWMA	National Woodwork Manufacturers Association 205 W. Touhy Avenue Park Ridge, IL 60068
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
PS	Product Standard US Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P. O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association (see IGMA)
SJI	Steel Joist Institute 1205 48th Avenue North, Suite A Myrtle Beach, SC 29577

SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	The Society for Protective Coatings 4400 Fifth Avenue Pittsburgh, PA 15213
TCNA	Tile Council of North America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
WCLIB	West Coast Lumber Inspection Bureau 6980 S. W. Varns Road, Box 23145 Portland, OR 97223
WWPA	Western Wood Products Association 1500 Yeon Building Portland, OR 97204

1.04 STATUTORY REQUIREMENTS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

- A. All terms and conditions are governed by Southern Nevada Regional Housing Authority Bid#: B18023.
- B. Each Contractor or subcontractor shall comply with laws and all applicable standards, orders, or regulations issued pursuant thereto; including but not limited to the following:
 1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (PL 88-352), as amended, (42 USC 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title.
 3. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
 4. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended.
 5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914.
 6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, as amended) 15 CFR Part 916.
 7. The National Environmental Policy Act of 1979 (PL 90-1890); the National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
 8. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 9. Certification of Nonsegregated Facilities as Required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor.

10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318. PL 95-620) relating to the conservation of petroleum and natural gas.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 42 10

PERMITS AND COMPLIANCE

PART 1 - GENERAL

1.01 PERMITS AND LICENSES

- A. The Contractor shall make the necessary arrangement for, and obtain all permits and licenses required for the Work, including paying the costs and expenses thereof.
- B. The Contractor shall be responsible for the payment of fees which are assessed by any City, County, State or Federal agency having jurisdiction over the Work, unless otherwise stipulated in the Contract Documents.

1.02 COMPLIANCE

- A. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

1.03 ADDITIONAL COMPLIANCE

- A. The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems, and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of normal school functions.

1.04 SAFETY

- A. The Contractor shall take every precaution against injuries to SNRHA personnel, residents, and the general public, in the performance of the Work. Refer to General Conditions.
- B. The Contractor shall comply with all applicable OSHA regulations.
- C. The Contractor shall comply with the provisions of the SNRHA Safety Manual, available from SNRHA Safety Compliance Officer.

1.05 NOISE CONTROL

- A. The Contractor is hereby advised that the Work of this Contract shall be performed in compliance with all applicable provisions of Local Laws.
- B. Without restricting the generality of the foregoing, the Contractor's attention is directed to the following specific provision of this Code which is applicable to construction and related work in and around development. Comply to the noise exposure guidelines of the EPA.

END OF SECTION

SECTION 01 45 00

TESTING LABORATORY/AGENCY SERVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selection and payment.
- B. Laboratory and testing agency report.
- C. Limits on testing laboratory/agency authority.
- D. Contractors' responsibilities.
- E. Schedule of inspections and tests.

1.02 RELATED SECTIONS

- A. Owner's General Conditions.
- B. Section 01 33 00 - Submittals: Manufacturer's certificates.
- C. Section 01 77 00 - Contract Close-Out: Project record documents.
- D. Individual Specification Sections: Inspections and Tests required, and standards for testing.

1.03 REFERENCES

- A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. AABC - Associated Air Balance Council, National Standards for total Balance, 1982 Rev.4: Criteria for AABC Certified Independent Agencies in their Testing, adjusting and balancing of building environmental systems.
- D. AABC - National Project Certification Performance
- E. Guarantee: The requirement of a guarantee issued and backed by a national organization on the performance of the certified independent testing agency.

1.04 SELECTION AND PAYMENT

- A. Owner shall employ and pay for services of an independent testing laboratory/agency to perform specified testing as required by other Divisions in these Specifications, unless specifically noted otherwise in these Documents.

1.05 LABORATORY/ AGENCY REPORTS

- A. After each inspection and test, the laboratory/agency shall report to the contractor, SNRHA staff, and the Architect.
- B. Include:
 - 1. Date issued.
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and Time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in the project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- C. When requested by Architect, the laboratory/agency will provide interpretation of test results.

1.06 LIMITS ON TESTING LABORATORY/AGENCY AUTHORITY

- A. Laboratory /agency may release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory/agency may not approve or accept any portion of the Work.
- C. Laboratory/agency may not assume any duties of Contractor.
- D. Laboratory/agency has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory/agency personnel, and provide access to the Work.
- B. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at Source of products to be tested, to facilitate tests and inspections, storage and curing of tests samples.
- C. Contractor's Superintendent will notify SNRHA staff and laboratory 48 hours prior to expected time for operations requiring inspection and testing services.

1.08 SCHEDULE OF INSPECTIONS AND TESTS

- A. Inspection and testing requirements are specified in the individual specifications sections.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 51 00

CONSTRUCTION FACILITY AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing, protection of the work and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Contractor, provide and pay for power service required from utility source to job site or field office.
- B. Provide power outlets for construction operations. Provide flexible power cords as required.
- C. Provide main service disconnect and over current protection at convenient location.
- D. Provide adequate distribution equipment, wiring, and outlets to provide single-phase branch circuits for power and lighting to accomplish the work.

1.03 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to job site or field office at time of project mobilization.

1.04 TEMPORARY WATER SERVICE

- A. Cost: by Contractor, provide, maintain and pay for water service required. Provide separate metering and reimburse Owner for cost of water used.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures at the time of mobilization.

1.06 BARRIERS

- A. Provide barricades required by governing authorities for public right-of-way.
- B. Provide protection for plant life designated to remain.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. If necessary, provide and maintain temporary chainlink fence 6'-0" high minimum to prevent unauthorized entry to construction areas to allow for Owner's use or site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.
- D. Prevent erosion and sedimentation. Provide water barriers as required to protect site from soil erosion. Provide temporary measures such as berms, dikes, and drains to prevent water flow. Apply corrective measures as required for any erosion or sedimentation.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

1.03 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.04 FIELD OFFICES – PROVIDE CONSTRUCTION TRAILER TO INCLUDE WORKING SPACE AND EQUIPMENT FOR SNRHA CONSTRUCTION INSPECTOR.

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work or access/storage areas.

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism or theft.

1.07 PROJECT IDENTIFICATION

- A. Provide an 8 feet wide x 4 feet high project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by a professional sign company.
- B. List title of Project, names and logo of Owners, Investors, HUD, Consultants, Architect and Contractor.
- C. Erect on site at location as established by Owner.
- D. No other signs, except those required by law, are allowed without the Owner's permission.

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products
- B. Transportation and handling
- C. Storage and protection
- D. Product options
- E. Substitutions

1.02 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture, for components being replaced.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT OPTIONS

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

1.06 SUBSTITUTIONS

- A. SNRHA/Architect/Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder or Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of Substitution Request for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.

3. The SNRHA/Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

END OF SECTION

SECTION 01 71 33

PROTECTION OF ADJACENT CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Protect existing utilities and improvements not designated for removal.
- B. Restore damaged or temporarily relocated utilities and improvements to condition equal to or better than condition prior to such damage or temporary relocation in accordance with Contract Documents.
- C. Verify exact locations and depths of utilities shown and make exploratory excavations of utilities that may interfere with Work.
 - 1. Perform exploratory excavations as soon as practicable after award of Contract and in sufficient time in advance of construction to avoid possible delays to Contractor's Work.
 - 2. When exploratory excavations show utility location as shown to be in error, notify Owner.
- D. Number of exploratory excavations shall be sufficient to determine alignment and grade of existing utilities.

1.02 REFERENCES

- A. Standard Specifications: *Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada*, most recent edition.
 - 1. Comply with referenced sections and subsections of Standard Specifications.
 - 2. Contractual, measurement, and payment provisions of Standard Specifications do not apply.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION INTERFERENCES

- A. Contractor's responsibilities regarding existing utilities and construction interferences shall be in accordance with Subsection 105.06 of the Standard Specifications, with the following additional provisions.
- B. Construction interferences include:
 - 1. Utility or service connections within limits of excavation or over-excavation required for Work under Contract.
 - 2. Utility or service connections located in space required by Work under Contract.
 - 3. Utility or service connections required to be disturbed or removed to permit construction as specified under Contract.

- a. Disturb or remove only with approval of Owner and following notification to owner of interfering utility or service connection.
 - b. Promptly reconstruct removed or disturbed utility or service connections in original or other authorized location in condition at least as good as prior to such removal or disturbance, subject to inspection of owner of same.
- C. Contractor's responsibility to remove or replace shall apply even in event damage or destruction occurs after backfilling. Notify owner of utility or service connection immediately after damage or destruction occurs or is discovered.
- D. During performance of Work, owner of utility affected by Work shall have right to enter when necessary upon any portion of Work for purpose of maintaining service and of making changes in or repairs to said utility.
- E. Contractor shall not be held responsible for failure to complete Work on time to extent that such delay was caused by failure of owner or of agency having jurisdiction over utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance, or replacement.
- F. Exercise extreme care so as not to damage existing utilities and/or new and existing facilities that do not physically constitute construction interference.
 - 1. Use equipment of such weights throughout construction operations that existing buried utilities and/or new and existing facilities are not damaged by excessive loadings thereon.
 - 2. Be responsible for costs of repair and/or replacement of new or existing facilities damaged by operations, as determined by Owner.
- G. Prior to trenching, contact "CALL BEFORE YOU DIG" 1-800-227-2600, or 811, to determine location of existing utilities.
 - 1. Repairs to be made shall include appropriate warranties for that portion of utility deemed damaged.
 - 2. Costs for repair of damaged utilities: Responsibility of Contractor.
- H. Contractor acknowledges that utility companies may not be members of USA North System and, therefore, not automatically contacted by referenced telephone number.
 - 1. Be aware of utility company facilities not reported by USA North System, and bear damages stemming from repair or delay costs or other expenses resulting from unanticipated discovery of underground utilities.
 - 2. Notify the following utilities at least two working days in advance of commencement of Work at site to examine construction site and mark location of utilities' respective facilities. Verify that each utility has responsibly responded to notification.
 - a. NV ENERGY - Engineering Dept., phone (702) 402-8400.
 - b. SOUTHWEST GAS CORPORATION - Line Locator 811, Service Support phone (702) 365-2001.
 - c. CENTURY LINK - Cable Locator 811; Service Support phone 800-788-6272.
 - d. AT&T COMMUNICATIONS - Cable Locator 811, Service Support phone (800) 288-2020.
 - e. CITY OF LAS VEGAS - Traffic Engineering Division, phone (702) 229-6327.

- f. COX COMMUNICATIONS (CABLE TV) – Cable Locator 811, Tech Support (702) 383-4000
 - g. CITY OF HENDERSON – Water and Sewer Service, Customer Care Center phone (702) 267-5900.
 - h. CITY OF LAS VEGAS SANITARY DISTRICT-LAND DEVEL - Sewer, phone (702) 229-6541
 - i. CITY OF NORTH LAS VEGAS UTILITY SERVICE - Water and Sewer Service, Customer Care Center phone (702) (702) 633-1275.
 - j. LAS VEGAS VALLEY WATER DISTRICT - Engineering Dept., phone (702) 870-2011.
 - k. KERN RIVER GAS TRANSMISSION COMPANY - Line Locator 811.
3. If above telephone numbers are changed, Contractor is not relieved of responsibility for notifying various utilities.

3.02 OVERHEAD POWER LINE SAFETY LAW

- A. Overhead Power Line Safety Law: The Nevada Legislature enacted NRS 455.200 to 455.250 requiring utilities be notified and give consent before Work is performed near overhead power lines.
- B. Call NV Energy at "CALL BEFORE YOU CRANE" (702) 227-2929 prior to working with hand tools or operating equipment near overhead power lines.
- C. If necessary, additional conditions may be required by NV Energy before consent to do the Work is given; these could include:
 - 1. Reasonable limits on the time, place, and manner of the Work.
 - 2. Placing barriers to prevent contact with the lines.
 - 3. Temporarily disconnecting the power to the lines.
- D. Work to be done by NV Energy as a result of these conditions shall be started within 5 working days of:
 - 1. Receiving notice of Work planned near an overhead line, or
 - 2. Executing an agreement on payment for preventative work needed to meet these conditions.
- E. Penalties of up to \$1,000 per day could be imposed for violation of this law. Contact NV Energy Safety Department in Clark County at (702) 402-2671 or in northern Nevada at (775) 834-7705 with questions regarding this law.
- F. Contractor performing the Work in the vicinity of the overhead line carrying high voltage shall pay actual expenses incurred by the public utility in carrying out the preventative measures required.

3.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. Do not destroy, remove, or otherwise disturb existing survey markers or other existing street or roadway markers without proper authorization.

- B. Do not start pavement breaking or excavation until survey or other permanent marker points that will be disturbed by construction operations have been properly referenced for easy and accurate restoration.
- C. Survey markers or points disturbed by Contractor without proper authorization shall be accurately restored at Contractor's expense after street or roadway resurfacing has been completed.

3.04 RESTORATION OF PAVEMENT

- A. Replace paved areas, including asphaltic concrete berms cut or damaged during construction, with similar materials and of equal thickness to match existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in Contract Documents or in requirements of agency issuing permit.
- B. Temporary and permanent pavement shall conform to requirements of owner of affected pavement.
- C. Neatly saw cut in straight lines pavements which are subject to partial removal.
- D. Comply with *Uniform Standard Specifications*, Section 200 Street Improvements.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTIONS INCLUDES

- A. Cutting, fitting, and patching required to complete the Work or to make its parts fit together properly.

1.02 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:

- 1. Structural integrity of any element of Project.
- 2. Integrity of weather exposed or moisture resistant element.
- 3. Efficiency, maintenance, or safety of any operational element.
- 4. Visual qualities of sight exposed elements.
- 5. Work of Owner or separate contractor.

- B. Include in request:

- 1. Identification of Project.
- 2. Location and description of affected Work.
- 3. Necessity for cutting or alteration.
- 4. Description of proposed Work and Products to be used.
- 5. Alternatives to cutting and patching.
- 6. Effect on work of Owner or separate contractor.
- 7. Written permission of affected separate contractor.
- 8. Date and time Work will be executed.

1.03 REQUIREMENTS AND LIMITATIONS

- A. Do not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors by cutting, patching, excavation, or otherwise altering such construction.

- B. Do not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor.

1. Such consent will not be unreasonably withheld.
2. Do not unreasonably withhold from Owner or a separate contractor, Contractor's consent to cutting or otherwise altering the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, assess conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide protection from elements for areas that may be exposed by uncovering Work.
- B. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project.
- C. Maintain excavations free of water.

3.03 CUTTING

- A. Execute cutting and fitting including excavation and fill to complete the Work.
- B. Uncover Work to install improperly sequenced Work.
- C. Remove and replace defective or non-conforming Work.
- D. Remove samples of installed Work for testing when requested.
- E. Provide openings in the Work for penetration of mechanical and electrical Work.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements and sight-exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

3.04 PATCHING

- A. Execute patching to complement adjacent Work.

- B. Fit Products together to integrate with other Work.
- C. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer to perform patching for weather exposed and moisture resistant elements and sight exposed surfaces.
- E. Restore Work with new Products in accordance with requirements of Contract Documents.
- F. Fit Work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of walls, partitions, ceiling, or floor construction completely seal voids with fire-rated material to full thickness of penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Close-out procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Warranties – See Section 01 78 36 Warranties and Bonds.

1.02 RELATED SECTIONS

- A. Section 01 78 36 – Warranties and Bonds.
- B. Section 01 32 33 – Construction Photographs.

1.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of Work is nearly or Substantially Complete, he shall submit written notice and request a courtesy inspection for the first building. The intent of the inspection is to point out general deficiencies and describe the Quality of Work that will be acceptable to the Owner and Architect.
- B. The Contractor is responsible for preparing and completing their punchlist in accordance with the Contract Documents. It is highly encouraged that the Subcontractors also complete their punchlist with the Contractor. In no case shall the Architect and/or Owner be called to prepare a Comprehensive and Exhaustive list of deficiencies or punchlist for the Contractor's use.

1.03 CLOSE-OUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for Owner's review.
- B. Provide submittals to SNRHA that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site: sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Permits and Licensing
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
 - 4. Accurately record actual locations of capped utilities, subsurface obstructions, etc.
- E. Construction photographs.
- F. Submit documents to SNRHA with claim for final Application for Payment.

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Invitation to Bid: Instruction to Bidders: Bid Bonds.
- B. General Conditions: Performance Bond and labor and material payment bonds, warranty, and corrections of work.
- C. Section 01 77 00 – Contract Close-Out.
- D. Individual Specification Sections: Warranties, and Operations and Maintenance data, required for specific products or work.

1.02 FORM OF SUBMITTALS

- A. Bind in commercial quality 8 ½" x 11 inch, three 'D' size ring binders with durable covers.
- B. Cover: Identify each binder with typed or printed titles WARRANTIES AND BONDS, with title of project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- D. Warranty Spreadsheet: Completed with all required information (See Attachment).
- E. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- F. Separate Operations and Maintenance data for each product or work item with index tab sheets keyed to the Table of Contents listing.

1.03 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. A one (1) year parts and labor warranty is required except in cases where it has been identified in an individual Specification Section, Drawings or Manufacturer that an extended warranty is required.
- C. Verify that documents are in proper form and contain full information.
- D. Co-execute submittals when required.
- E. Retain warranties and bonds until specified for submittal.

1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with owner's permission, submit documents within ten (10) days after acceptance.

- B. Make other submittals with ten (10) days after date of Substantial Completion, prior to final Application for Payment.
- C. For items of work for which acceptance is delayed beyond date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

END OF SECTION

FINAL PAYMENT DOCUMENTATION

(Per CIAP 7485.1 Section 9-30)

Project #:	Purchase Order #:
CFP/SNRHA RESERVE #:	Contract #:
Project Name:	Pre-Construction Meeting:
Contractor:	Construction Completion Date:
NTP Date:	IBF #:
Contract Amount:	

C H E C K L I S T

ITEM #	FORM REFERENCE	ITEM DESCRIPTION	DATE REC'D.
1	Contractors Letterhead	Any time extensions applied for (See Change Orders)	
2	Daily Construction rpt.	Sign-off of Final Punch List (incl. As-Built Dwgs./Reviewed by City)	
		Set of As-Built Drawings and Specs	
		Set of City-Reviewed Drawings and Specs	
3	LiabRel.con	Release of Liability	
4	CertComp.pre ^A	Certificate of Completion	
5	Cert&Rel.con	Certification and Release	
6	Contractor's Letterhead	Approved Construction Progress Schedule	
7	Change Order Form	Any Executed Change Orders	
8	Contractor's Letterhead	Any warranties or guarantees of items called for	
9	Contractor's Transmittal	Any signed receipts for material turned over to SNRHA	
10	Building Department	Certificate of Occupancy (when appropriate)	
11	HUD51001/HUD51002	"Final" Periodical Estimate for Partial Payment	
12	Mechanic.Wav	Subcontractor/Supplier Final Waiver of Mechanics Lien	
13	Insurance	"Final Certificate" OF Insurance on GC or Subs	
14	Bond Form	Request for Final Clearance for Claims & Outstanding Balance of Bond	
15	HUD-60002	Section 3 Summary Report	
16	Section 3	Contractor Employment Plan, Intent to Hire and/or Training Program	
17	Quality Assurance	Contractor Evaluation	SNRHA
18	Certified Payroll Form	Hours, Manpower and Schedule	N/A
19	SNRHA	Letter to HUD about Final	

^A Contracts of \$2,000 and subject to Davis Bacon need to submit the "Certificate of Completion" to the Labor Relations staff at HUD.

END OF SECTION

CONTRACT CLOSE-OUT
SECTION 01 77 00 [3]



ATTACHMENT H

SCOPE OF WORK, SITE VISIT SCHEDULE, SNRHA'S COVID-19 NOTICE TO CONTRACTORS

(In addition to the Technical Specifications as stated within Section 2.13 of this solicitation document)

Appendix 1

SCOPE OF WORK REHABILITATION OF WIND DAMAGED UNIT

1019 SILVERMAN, LAS VEGAS, NV 89106

Appendix 2

SITE VISIT SCHEDULE

Appendix 3

SNRHA'S COVID-19 NOTICE TO CONTRACTORS



APPENDIX 1

SCOPE OF WORK
FOR
REHABILITATION OF WIND DAMAGE UNIT:

1019 Silverman, Las Vegas, NV 89106



1019 Silverman

SCOPE OF WORK

Provide all necessary labor and material to repair unit for occupancy located at 1019 Silverman.

- **WORK ITEMS**

- Replace (2) two broken roof trusses. Provide engineered structural repair for any remaining damaged trusses. Replace damaged roof sheeting as required.
- Replace building roofing with Owens Corning Premium Duration shingles to include manufactures recommended underlayment. Roof repairs shall include replacement of damaged roof substrates. Install new roof jacks, roofing metals, and drip edge. Roof materials shall match existing roof color.
- Seal at all top plate locations. Replace missing/damaged attic insulation to match existing. Provide code compliant attic ventilation as needed.
- Replace complete HVAC system with appropriately sized 16 SEER or greater energy star efficient unit. Installation shall include A/C curb, flashings, all lines wires and additional components necessary for a turnkey system. Install new thermostats. Replace damaged ductwork, cans, vents, and registers. Install R 8 insulated ductwork. All ductwork shall be mastic sealed at all joints and terminations. Protect and preserve existing unit and return to SNRHA. Mastic seal all duct work and registers cans. Seal cans to drywall. Balance system for maximum comfort and efficiency.
- Contractor shall be responsible for all demolition and debris removal to include site cleanup. CLV Damage Assessment Inspection Report shall be incorporated into work scope as required.



DAMAGE ASSESSMENT INSPECTION REPORT
DEPARTMENT OF BUILDING AND SAFETY

MAP # 02224-84
DATE: 7.14.21
MTG # 21-00239
[X] FIRE
[X] WATER
[X] OTHER WIND DAMAGE

COLLECT \$: 3114 FEE W/PERMIT

INSPECTOR #: 30 BLDG POSTED:

ADDRESS: 1019 SILVERMAN

NAME OF BUSINESS: PHONE # (702) 429-1455 52

OWNER/REPRESENTATIVE use OF BUILDING: APT/CONDO a COMMERCIAL a
O VEHICLE O WALL

DESCRIBE SPECIFIC DAMAGES POSTED:

The items identified below need to be addressed in order to be in compliance. It an item that is marked "P" needs to be submitted for plan review and if it is marked "I" it needs to be provided to the inspector in the field once the permit is issued.

BUILDING:

- 1. Q Replace Drywall; Ceiling Panels: 8-4x8 5/8" Plywood II
2. Q Replace Roof/Sheathing: 10-4x8 1/2" Roof Sheathing
3. Q Replace Framing: 30 LINGERS OF 2x4
4. Q Replace Windows; Doors: N/A
5. Q Slab Damage: N/A
6. Q Replace Rafters or Trusses: 2- POSSIBLE NEW ROOF TRUSSES OR REPAIR
7. Q Replace or Repair Stucco: N/A

8. Q a Other:

ipe: N/A
is: N/A
is: N/A
it(s): NGU ROOF TOP AC/ HEATING UNIT
20' FLEX DUCT
NA

PLUMBING/MECHANICAL

- 1. Q Q Replace Gas Pipe:
2. Q Q Replumb Rooms:
3. Q Q Replace Fixtures:
4. Q Q Replace AC Unit(s):
5. a O Replace Ducts:
6. Q Q Replace Hood:
7. Q Q Other:

MEDINA .URE

ELECTRICAL

1. Q & SERVICE REPLACE
2. Q & ROOMS REWIRE
3. Q & OTHER

COMMENTS AND RECOMMENDATIONS:

COMMENTS & RECOMMENDATIONS:

INSPECTIONS 107, 190, 390

ESTIMATED DAMAGE TO STRUCTURE:

WALL or Less a 10%/0-25%/0 a - 050% - or more (new structure to be built)

PERMITS ARE REQUIRED FOR REPAIRS OF BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL DAMAGE FOR FURTHER INFORMATION, CALL THE CITY OF LAS VEGAS BUILDING DEPARTMENT AT 702.229.6251.



APPENDIX 2

SITE VISIT FOLLOWING PRE-BID CONFERENCE

Time may vary a bit (this is only an estimate)

9:30 AM: 1019 Silverman, Las Vegas, NV 89106

Additional site visits available upon request until November 29, 2023, 10AM

Please be advised that all of the above-noted work will be awarded to one Contractor who is the lowest, most responsive, responsible bidder. This project requires a General Contractor's license.



APPENDIX 3

SNRHA'S COVID-19 NOTICE TO CONTRACTORS

PLEASE NOTE: THIS PROTOCOL IS PUT IN PLACE FOR THE SAFETY AND HEALTH OF CONTRACTORS, EMPLOYEES AND RESIDENTS AND IS A REQUIREMENT OF THE CONTRACT AWARD.



Post Office Box 1897
Las Vegas, NV 89125
(702) 922-6800
TTY (702) 387-1898

APRIL 28, 2020

TO: All SNRHA CONTRACTORS AND SERVICE PROVIDERS

SUBJECT: SPECIAL COVID-19 PANDEMIC NOTICE –PERSONAL PROTECTION EQUIPMENT (PPE) REQUIREMENTS

In an effort to establish and maintain a safe and healthy work environment at our SNRHA properties for all employees and protect the families we serve, during this COVID-19 pandemic, **every SNRHA Contractor will be required to adhere to the following protocols:**

1. Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces at any of the SNRHA offices and/or properties.
2. Sneeze or cough into a tissue, or the inside of your elbow.
3. Contractors must wear filtering face piece respirator (FFR) such as a N95 or KN95 respirator(s) or equivalent, protective gloves at all times but most importantly when within 6 ft of a SNRHA staff member or client or traversing through administrative building hallways and reception areas, leasing offices, and common areas of our residential properties.
4. Contractors must adhere to 6 ft. "*Social Distancing*" protocol when interacting with SNRHA staff members and/or SNRHA residents.
5. Contractors who violate any of the above COVID-19 Protocol(s) will be subject to disbarment from all SNRHA properties and possible contract cancellation with SNRHA.

Special Note: SNRHA will begin instituting the following video conferencing platforms such as Zoom and Webex Meetings etc., to conduct Pre-Bid Conferences and Bid Openings.

If you have any questions and/or concerns please contact me directly.

Regards,

Johnny B. Shaw, Jr., MBA

Procurement Manager

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