



PROCUREMENT THROUGH SMALL PURCHASE PROCEDURES SOLICITATION FOR QUOTES # 1866-18R EXTERIOR LEAD ABATEMENT SCATTERED SITES

Re-released October 30,2018

The Housing Authority of the City of Hartford is seeking quotes utilizing its small purchase procedures for the exterior lead abatement at the following properties:

- 31-33 Capen Street (exterior foundation and stair column bases)
- 32 Sanford Street (exterior window sills and stair columns)
- 68-70 Pliny Street (exterior window sills, foundation, stair stringers and stair column bases)
- 123-125 Martin Street (exterior window trim, stair stringers and stair handrails)
- 124-126 Wooster Street (exterior foundation, stair stringers and window sills)
- 128-134 Wooster Street (interior stair handrail support brackets)
- 140-142 Wooster Street (exterior window sills, foundation and stair stringers)
- 146-148 Wooster Street (exterior door lintels, foundation, stair stringers and stair columns)

The attached "Lead Abatement Plan Components and Quantities" provides estimated abatement quantities and other information related to the requested abatement. Bidders are responsible for confirming the quantities, providing unit pricing per address; including unit price for each activity by scope for each address with an overall lump sum price for completion of work at all the identified addresses on your company letterhead.

The selected Contractor shall complete all work in accordance with the attached "030218 Lead Abatement Plan AMP-001 Hartford" (the "Plan"). Bidder pricing includes not only initial abatement but also any follow-up abatement required as described in the Plan.

The Contract resulting from this solicitation will be subject to the attached "Small Construction PO HUD Rider 10-18-2017" (the "Rider"). No exceptions are allowed to the terms contained in the Rider.

HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106
SOLICITATION FOR QUOTES # 1866-18R Exterior Lead Abatement SS AMP001 REBID

The HACH reserves the right to reject any or all quotes and to waive any informalities. This entire procurement procedure and contract award is subject to U.S. Department of Housing and Urban Development (HUD) and any and all applicable Federal/State laws and/or regulations. Federal minimum wage rates apply (see attached wage decision). The HACH reserves the right to suspend this procurement action if it is found not in accordance with all applicable laws and regulations or in the event of any impropriety, or if it is deemed by the HACH to be in its best interests.

Quotations are due back to the Authority ***no later than 2 PM on Tuesday, November 12, 2018***. Quotations must be electronically submitted. Questions should be directed to Timothy Cifone at tcifone@hartfordhousing.org, cc to pdemaranville@hartfordhousing.org. No questions will be received after 12:00 PM on Thursday, November 8, 2018.

- It is the intention of the HACH to award and execute the Contract by November 14, 2018
- Notice to Proceed (NTP) to be issued by November 14, 2018
- Upon Notice to Proceed (NTP) execution Contractor has two days to submit a lead abatement application to the State of Connecticut
- Upon receipt of approval from the State commence work activities within two days
- Project completion November 30, 2018 or sooner

****HUD FORM 52158 NON-ROUTINE 2017 IS ATTACHED AS A REFERENCE FOR YOUR USE. UPON AWARD OF CONTRACT THIS WILL BE UPDATED. ****

Lead Abatement Plan
for
AMP-001 (Various Scattered Sites)
Hartford, CT 06120

Prepared for:

THE HOUSING AUTHORITY OF THE CITY OF HARTFORD
180 JOHN D. WARDLAW WAY
HARTFORD, CT 06106

Prepared by:

MATT MOLNAR

CTDPH LEAD PLANNER/PROJECT DESIGNER LICENSE NO. 002156

ATC GROUP SERVICES LLC
290 ROBERTS STREET - SUITE 301
EAST HARTFORD, CT 06108

CTDPH LEAD CONSULTANT CONTRACTOR LICENSE NO. 000693

ATC PROJECT NO. 4500517007

March 2, 2018

**LEAD ABATEMENT PLAN
AMP-001 (VARIOUS SCATTERED SITES)
HARTFORD, CT 06120**

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS AND QUALIFICATIONS

- A. All lead abatement work referenced herein shall be performed by a State of Connecticut Department of Public Health (CTDPH) licensed Lead Abatement Contractor.
- B. The Contractor's employees working on this project will have completed either the Environmental Protection Agency (EPA) 40-Hour Lead Abatement Supervisor or EPA 32-Hour Lead Abatement Worker initial training course and maintained up-to-date annual refresher training.
- C. The Contractor shall have insurance for lead abatement operations, including pollution liability insurance.

1.2 DESCRIPTION OF WORK

- A. This section details all areas where lead abatement work is to be performed. The Contractor shall furnish all labor, materials, services, training, insurance and equipment as needed to complete the project. The Contractor shall follow all Federal, State and Local ordinances, regulations and rules pertaining to lead-based paint, including abatement methods, transportation, storage and disposal.
- B. The Contractor shall verify all quantities in preparation of bid submission, including the location and condition of all surfaces requiring lead abatement. Full access to the site has been granted during the bidding process for this purpose.
- C. The lead abatement work will consist of interior and exterior paint removal. A lead-based paint inspection conducted by ATC Group Services LLC identified the presence of lead-based paint on building components associated with the following eight (8) AMP-001 (various scattered sites) properties in Hartford, Connecticut:
 - 1. 31-33 Capen Street (exterior foundation and stair column bases)
 - 2. 32 Sanford Street (exterior window sills and stair columns)
 - 3. 68-70 Pliny Street (exterior window sills, foundation, stair stringers and stair column bases)
 - 4. 123-125 Martin Street (exterior window trim, stair stringers and stair handrails)
 - 5. 124-126 Wooster Street (exterior foundation, stair stringers and window sills)
 - 6. 128-134 Wooster Street (interior stair handrail support brackets)
 - 7. 140-142 Wooster Street (exterior window sills, foundation and stair stringers)
 - 8. 146-148 Wooster Street (exterior door lintels, foundation, stair stringers and stair columns)
- D. Lead abatement work to be performed at AMP-001 (various scattered sites) in Hartford, Connecticut consists of full paint removal from the following building components (listed by property):

1. 31-33 Capen Street:
 - a. A-side exterior gray/red-painted concrete foundation.
 - b. C-side exterior gray-painted metal stair column bases.
 2. 32 Sanford Street:
 - a. A-side exterior gray-painted concrete window sills.
 - b. B-side exterior gray-painted metal stair columns.
 3. 68-70 Pliny Street:
 - a. A and B-side exterior gray-painted concrete window sills.
 - b. C and D-side exterior gray-painted concrete foundation.
 - c. C-side exterior brown-painted metal stair stringers and column bases.
 4. 123-125 Martin Street:
 - a. A, C and D-side exterior white-painted wood window trim.
 - b. C-side exterior gray-painted metal stair stringers and handrails.
 5. 124-126 Wooster Street:
 - a. C and D-side exterior gray-painted concrete foundation.
 - b. C-side exterior gray-painted metal stair stringers.
 - c. D-side exterior gray-painted concrete window sills.
 6. 128-134 Wooster Street:
 - a. Interior rear stairwell white-painted metal handrail support brackets.
 7. 140-142 Wooster Street:
 - a. A, C and D-side exterior gray-painted concrete window sills.
 - b. B-side exterior gray-painted concrete foundation.
 - c. C-side exterior gray-painted metal stair stringers.
 8. 146-148 Wooster Street:
 - a. A and C-side exterior brown-painted metal door lintels.
 - b. B-side exterior gray-painted concrete foundation.
 - c. C-side exterior brown-painted metal stair stringers and columns.
- E. Paint removal will be accomplished using approved wet scraping, heat gun (<700°F), chemical stripping, or mechanical grinding/sanding methods. Substrates must be appropriately neutralized following chemical stripping prior to repainting. Mechanical grinding/sanding of lead-based paint will only be performed in conjunction with the use of localized HEPA vacuum attachments to collect airborne dust at the point of generation.
- F. After the completion of the final cleaning process, but prior to removal of critical containment barriers, the Contractor's Supervisor and a certified and licensed Lead Inspector or Risk Assessor will visually inspect the lead abatement work areas and surrounding areas for visible paint chips, lead-containing dust or debris. If any such material is observed, the Contractor will repeat the final cleaning process (i.e. initial HEPA vacuuming, wet washing/wiping, final HEPA vacuuming) and the area will be re-inspected. This cycle will be repeated until the visual inspection is passed.
- G. For the lead abatement to be performed in the interior rear stairwell of 128-134 Wooster Street, after passing final visual inspection, a certified and licensed Lead Inspector or Risk Assessor will collect dust wipe samples from the interior rear stairwell where lead abatement work was performed. One dust wipe sample will be collected from the floor and, where applicable, one dust wipe sample will be collected from a window sill and one dust wipe sample will be collected from a window trough/well on each floor of the interior rear stairwell where lead abatement work was performed. In addition, at least one dust wipe sample will be collected from a floor located outside of the lead abatement work area in order to verify the integrity of the work area containment.

If laboratory analysis of any clearance dust wipe samples shows lead levels in excess of the criteria set forth in the Regulations of Connecticut State Agencies, Section 19a-111-4(e)(2), then the Contractor will repeat the final cleaning process and additional clearance dust wipe samples will be collected in the affected abatement area. This process will continue until clearance is successfully achieved. Re-occupancy clearance dust wipe sampling criteria is as follows:

1. Floors = 40 ug/ft²
2. Window Sills = 250 ug/ft²
3. Window Troughs/Wells = 400 ug/ft²

- H. Upon completion of full paint removal from any surfaces, a certified and licensed Lead Inspector or Risk Assessor will perform XRF testing to confirm that all lead-based paint has been removed (i.e. surface contains less than 1.0 mg/cm² lead content). If any lead-based paint is determined to still be present, the Contractor will continue paint removal until XRF testing confirms the absence of any remaining lead-based paint, or an alternative abatement method will be implemented.

1.3 SUBMITTALS

- A. The Contractor shall be responsible for the following general requirements:
1. Obtain all notifications, approvals and permits required.
 2. Provide, erect and maintain all staging, planking, bracing, shoring, barricades and warning signs.
 3. Unless otherwise specified, all removed materials and debris shall become the property of the Contractor and shall be removed from the premises. Materials not scheduled to be reused shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.
 4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
 5. Maintain entrances/exits from the building at all times.
 6. Protect plantings, shrubbery, trees and other landscape features throughout the work.
- B. In addition to the items required by other sections of the Plan, the following submittals are required for final payment:
1. Copy of Worker Exposure Monitoring Results.
 2. Copy of Waste Disposal Records.
 3. Certification of Final Visual Inspection and Clearance Dust Wipe Sampling Results (where applicable).

1.4 CODES AND STANDARDS

- A. All work shall conform to the standards set by applicable Federal, State and Local laws, regulations, ordinances and guidelines in such form in which they exist at the time of the work on the contract, and as may be required by subsequent regulations. In addition to any detailed requirements of the specifications, the Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State and Local authorities regarding handling and storage of lead-based paint waste material.
- B. All regulations and other governing guidelines in their most current versions are applicable throughout this project. Where there is a conflict between the specifications and the cited Federal, State or Local regulations, the more restrictive or stringent requirements shall prevail. This Plan refers to many requirements found in these references, but in no way is intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand and abide by all such regulations and common practices.

1.5 FEES, PERMITS AND LICENSES

- A. Secure all necessary permits for work under this Plan, including transportation, storage and disposal of waste or any other permits required to perform the specified work.

1.6 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades or the Owner. Perform all final cleaning of the lead abatement work areas as required by this Plan and all Federal, State and Local regulations to the approval of the Owner's representative. Upon completion of work in any given area, the Contractor shall remove all associated material and equipment not necessary to complete other phases of the work in that area.
- B. Comply with all requirements for release of a work area as described in this Plan and required by Federal, State and Local regulations.

1.7 COORDINATION

- A. Extend full cooperation to the Owner in all matters involving the use of the Owner's facilities. At no time shall the Contractor cause or allow to be caused conditions which may cause risk or hazard to the general public, or conditions that might impair safe use of the property.

1.8 SITE SECURITY

- A. The Contractor is responsible for performing all work under this contract without contaminating the building environment with lead. This includes contamination of the soil and interior surfaces. The Contractor is responsible for abatement and clean-up of any such contamination if found to be present and caused by his actions or lack thereof.
- B. The Contractor will be responsible for the security of each area, allowing only authorized personnel into the area. Barrier tape and warning signs shall be posted allowing only authorized personnel to enter the work area.

PART 2 EXECUTION

2.1 GENERAL LEAD ABATEMENT REQUIREMENTS

- A. Exclusion of Personnel. The Contractor shall be responsible for the exclusion of all persons not directly engaged in work operations from the work area at all times when work is in progress and until such time as said area is sufficiently cleaned of lead dust, debris or other contamination as to preclude incidental exposure of occupants or other persons. Signs, barriers or other appropriate means necessary to ensure the security of the work area shall be used. Warning signs will be posted at all entrances to lead abatement work areas. All entrances to lead abatement work areas will also be sealed using two layers of 6-mil polyethylene sheeting, with each layer attached to the top of the entrance and the opposite side using duct tape and spray adhesive.
- B. Cleaning and Removal of Movable Objects. The Contractor shall clean and remove all movable objects from lead abatement work areas prior to commencement of any lead abatement activities. Cleaning will be accomplished using a combination of HEPA vacuuming and wet wiping.
- C. Covering of Non-Movable Objects. The Contractor shall cover non-movable or fixed objects remaining within the lead abatement work areas with one layer of 6-mil polyethylene sheeting sealed with duct tape so as to prevent inadvertent contamination. All floors inside lead abatement work areas will be covered with two layers of 6-mil polyethylene sheeting.
- D. HVAC Systems. Heating, ventilation and air conditioning systems will be turned off for the duration of lead abatement work. All air intakes and exhausts will also be sealed with a minimum of one layer of 6-mil polyethylene sheeting.
- E. Doors and Windows. The Contractor shall have all doors and windows in the work area closed and sealed. In addition, all doors and windows within twenty (20) feet of the work area, including on floors below the work area, will be closed for the duration of lead abatement work. If necessary to prevent inadvertent contamination of the building interior, critical barriers consisting of one (1) layer of six (6) mil polyethylene sheeting will be installed over the interior sides of window openings.
- F. Plants and Ground. The Contractor shall be responsible for covering the ground, including exterior porch floors, steps and sidewalks, and any plants or shrubs in the area where exterior lead abatement is taking place, with two (2) layers of 6-mil polyethylene sheeting extending ten (10) feet beyond the perimeter of the work area. Sandbags, hay bales, bricks, concrete blocks, 2"x4"s, or equivalent shall be placed on the polyethylene sheeting around the entire perimeter of the work area to effectively weight down, anchor and secure the polyethylene sheeting and form a curb to contain any potential run-off and trap waste and debris. A Regulated Area shall be established using barrier tape a minimum of twenty (20) feet, where feasible, around the entire perimeter of the work area. Warning signs shall be posted at all approaches to the Regulated Area so that anyone may read the sign before entering the work area.

- G. **Elevated Work.** For elevated lead abatement work from lifts or scaffolds, one (1) layer of 6-mil polyethylene sheeting will be secured to the building and to the inside of the lift or scaffold in order to better collect paint chips, dust and debris at the point of generation. If necessary in order to prevent the dispersal of paint chips, dust and debris outside the established regulated work area, the Contractor may construct a vertical containment consisting of one (1) layer of 4-mil polyethylene sheeting. The polyethylene sheeting shall be securely fastened using duct tape, wiring, zip poles, wood framing, scaffolding or other suitable means to ensure that vertical containment remains upright and intact for the duration of lead abatement activities
- H. **Prevention of Remote Contamination.** The Contractor shall confine exterior lead abatement work which generates lead dust or debris to the immediate work area, and in no case shall said project be equipped and operated so as to permit the migration of generated lead dust or debris to an adjacent property. If necessary, the Contractor will implement vertical containment systems and avoid working in windy conditions in order to prevent the inadvertent dispersal of airborne dust and debris from exterior lead abatement work areas.
- I. **Clean-Up Requirements.** The Contractor shall decontaminate all interior and exterior surfaces which may have become contaminated with lead dust or debris and all tools and equipment used during work operations at the conclusion of each work day. Acceptable cleaning methods shall include HEPA-filtered vacuuming, wet wiping or washing using solutions of Tri-Sodium Phosphate (TSP) or any general household detergent, and other forms of low-disturbance mechanical transfer. Dry sweeping or compressed air shall not be employed as cleaning methods. The Contractor shall be responsible for clean-up of all paint chips and any other lead-containing debris on interior and exterior surfaces and on the ground. Upon completion of lead abatement in a given work area, the Contractor will wet mop the containment area and then remove the floor covering by folding the polyethylene sheeting in on itself to trap all dust. Once the floor covering is removed, the containment area will be HEPA vacuumed and then washed with a TSP detergent. The Contractor will then wait a minimum of 24 hours to allow airborne dust to settle prior to performing a final clean-up consisting of initial HEPA vacuuming, TSP detergent washing, and final HEPA vacuuming.
- J. **Protection of the Environment.** The Contractor shall implement adequate precautions to ensure that the outside environment is protected according to applicable EPA and CTDEEP regulations.
- K. **Waste Disposal.** The Contractor shall be responsible for the handling, transportation, storage and disposal of waste material containing lead in accordance with applicable EPA, DOT and CTDEEP regulations.
- L. **Worker Protection.** The Contractor shall be responsible for protecting their workers during the lead abatement project. Any workers engaged in lead abatement activities will have been provided appropriate training and biological monitoring in accordance with applicable OSHA and CTDPH regulations. All workers performing lead abatement operations shall at a minimum wear disposable suits and respirators until exposure monitoring indicates acceptable results according to 29 CFR 1926.62 (OSHA Lead in Construction Standard). Workers will wear disposable suits during the project regardless of air monitoring results in order to minimize cross-contamination to other areas.

The Contractor shall have a written respiratory protection plan in accordance with 29 CFR 1910.134. Employees wearing respirators must pass a medical evaluation. The Contractor shall ensure that each employee wearing a respirator has received proper training and fit-testing according to 29 CFR 1910.134. The Contractor will be responsible for providing its employees with any other appropriate PPE or PWC necessary to safely perform their work (e.g. hard hats, safety glasses, fall protection). Workers will be provided with hygiene facilities (i.e. wash stations and/or shower facilities) and designated break and change areas. No food, beverages, tobacco or cosmetic products will be permitted inside any of the lead abatement work areas. Workers engaged in lead abatement activities will be required to remove their outer layer of PWC and any PPE in the designated change area and at a minimum wash their hands and faces prior to entering any clean areas, eating, drinking, smoking or chewing tobacco, applying cosmetics, or leaving the job site.

- M. Engineering Controls. The Contractor shall perform lead abatement and other activities which may potentially disturb lead-based paint or lead-containing materials using all feasible engineering controls, including but not limited to wet methods for hand tool cleaning and HEPA vacuum attachments for power tool cleaning.

2.2 SPECIFIC WORK REQUIREMENTS

- A. Paint Removal. Paint removal will be accomplished using approved wet scraping, heat gun (<700°F), chemical stripping, or mechanical grinding/sanding methods. Substrates must be appropriately neutralized following chemical stripping prior to repainting. Mechanical grinding/sanding of lead-based paint will only be performed in conjunction with the use of localized HEPA vacuum attachments to collect airborne dust at the point of generation.
- B. Cleaning of Interior Surfaces. Upon completion of all lead abatement work, but prior to final visual inspection and clearance dust wipe sampling, all floors, window sills and other surfaces throughout the lead abatement work areas will be properly and thoroughly cleaned. The cleaning process will consist of initial HEPA vacuuming, wet washing/wiping, and final HEPA vacuuming. Refer to section 2.1.I. for specific details regarding the cleaning process. Dry sweeping and the use of compressed air are prohibited during the cleaning process.

2.3 WORKER HYGIENE PRACTICES

- A. The Contractor shall provide hygiene facilities and assure employee compliance with basic hygiene practices. This provision is recognized as an industrial hygiene tool for minimizing additional sources of lead absorption from inhalation or ingestion of lead that accumulates on a worker's hands, face or body. Hand-washing facilities are to be provided for all employees occupationally exposed to lead in accordance with 29 CFR 1926.62.

2.4 WORKER EXPOSURE MONITORING

- A. The Contractor shall perform representative worker exposure monitoring as defined in 29 CFR 1926.62. The Contractor shall conduct initial exposure monitoring in order to establish 8-hour Time-Weighted Average (TWA) exposures for employees engaged in lead abatement operations. If results are below the OSHA Permissible Exposure Limit

(PEL) for lead of 50 micrograms per cubic meter of air (ug/m^3), then those workers will no longer be required to wear respiratory protection. If results are below the OSHA Action Level (AL) for lead of $30 \text{ ug}/\text{m}^3$, then 29 CFR 1926.62 will no longer apply to those workers. The Contractor shall follow all requirements of 29 CFR 1926.62 for all other results.

2.5 OCCUPANT PROTECTION

- A. Occupants shall not be permitted to enter the work site during lead abatement activities until after lead abatement work has been completed and the final visual inspection (including XRF testing) has successfully passed and successful clearance testing (where applicable) has been achieved.

2.6 VISUAL INSPECTION, CLEARANCE TESTING AND XRF TESTING

- I. Visual Inspection. After the completion of the final cleaning process, but prior to removal of critical containment barriers, the Contractor's Supervisor and a certified and licensed Lead Inspector or Risk Assessor will visually inspect the lead abatement work areas and surrounding areas for visible paint chips, lead-containing dust or debris. If any such material is observed, the Contractor will repeat the final cleaning process (i.e. initial HEPA vacuuming, wet washing/wiping, final HEPA vacuuming) and the area will be re-inspected. This cycle will be repeated until the visual inspection is passed.
- J. Clearance Testing. For the lead abatement to be performed in the interior rear stairwell of 128-134 Wooster Street, after passing final visual inspection, a certified and licensed Lead Inspector or Risk Assessor will collect dust wipe samples from the interior rear stairwell where lead abatement work was performed. One dust wipe sample will be collected from the floor and, where applicable, one dust wipe sample will be collected from a window sill and one dust wipe sample will be collected from a window trough/well on each floor of the interior rear stairwell where lead abatement work was performed. In addition, at least one dust wipe sample will be collected from a floor located outside of the lead abatement work area in order to verify the integrity of the work area containment. If laboratory analysis of any clearance dust wipe samples shows lead levels in excess of the criteria set forth in the Regulations of Connecticut State Agencies, Section 19a-111-4(e)(2), then the Contractor will repeat the final cleaning process and additional clearance dust wipe samples will be collected in the affected abatement area. This process will continue until clearance is successfully achieved. Re-occupancy clearance dust wipe sampling criteria is as follows:
 - 1. Floors = $40 \text{ ug}/\text{ft}^2$
 - 2. Window Sills = $250 \text{ ug}/\text{ft}^2$
 - 3. Window Troughs/Wells = $400 \text{ ug}/\text{ft}^2$
- C. XRF Testing. Upon completion of full paint removal from any surfaces, a certified and licensed Lead Inspector or Risk Assessor will perform XRF testing to confirm that all lead-based paint has been removed (i.e. surface contains less than $1.0 \text{ mg}/\text{cm}^2$ lead content). If any lead-based paint is determined to still be present, the Contractor will continue paint removal until XRF testing confirms the absence of any remaining lead-based paint, or an alternative abatement method will be implemented.

END OF PLAN

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Furnish all materials, labor, equipment and incidentals required to perform all the painting necessary to complete this work in its entirety.
- B. These Specifications require painting of all lead abated components. Minor items not mentioned in the schedule of work shall be included in the work of this Section where they come within the general intent of the Specifications as stated herein.
- C. The Contractor shall match existing colors.
- D. The Contractor will patch cracks greater than 1/8 inch in width.
- E. Painting will consist of interior and exterior paint components that have been abated. The scope includes building components associated with the following eight (8) AMP-001 (various scattered sites) properties in Hartford, Connecticut:
 - 1. 31-33 Capen Street (exterior foundation and stair column bases)
 - 2. 32 Sanford Street (exterior window sills and stair columns)
 - 3. 68-70 Pliny Street (exterior window sills, foundation, stair stringers and stair column bases)
 - 4. 123-125 Martin Street (exterior window trim, stair stringers and stair handrails)
 - 5. 124-126 Wooster Street (exterior foundation, stair stringers and window sills)
 - 6. 128-134 Wooster Street (interior stair handrail support brackets)
 - 7. 140-142 Wooster Street (exterior window sills, foundation and stair stringers)
 - 8. 146-148 Wooster Street (exterior door lintels, foundation, stair stringers and stair columns)

1.2 SUBMITTALS

- A. The Contractor shall submit color cards for initial color selections.
- B. Submittals shall include all colors required for all types of paint. Include special colors as required. Resubmit until approved.

1.3 PRODUCT, DELIVERY, STORAGE AND HANDLING

- A. All painting material shall be delivered to the site in unbroken packages, bearing the manufacturer's brand and name. They shall be without adulteration and mixed, thinned and applied in strict accordance with the manufacturer's directions for the applicable materials and surface and with the Engineer's approval before using.

1.4 JOB CONDITIONS

- A. Work areas will be designated by the Owner for storage and mixing all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting wastes. No
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painting waste may be disposed on site via discharge to site soils, sanitary, or storm sewer systems.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The Paint shall be exterior or interior suitable for the application from the following list approved by the Owner and Consultant. Color shall be selected by the Owner.
 - 1. Pittsburgh Paint
 - 2. Sherwin Williams
 - 3. Benjamin Moore
- B. All colors will be selected and approved by the Owner based on the color cards submitted by the Contractor and the requirements of this Specification.
- C. The surfaces shall be coated with the type of paint approved by the Owner. Components to be painted are identified in the painting schedule.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Foundation cracks greater than 1/8 inch in width shall be filled with patching compound prior to painting.
- B. All surfaces to be painted shall be dry and clean before painting.

3.2 FIELD QUALITY CONTROL

- A. General:
 - 1. At the request of the Engineer, samples of the finished work prepared in strict accordance with these Specifications shall be furnished and all painting shall be equal to the approved samples. Finished areas shall be adequate the purpose of determining the quality of workmanship. Experimentation with color tints shall be furnished to the satisfaction of the Engineer where standard chart colors are not necessary.
 - 2. Protection of furniture and other moveable objects, equipment, fittings and accessories shall be provided throughout the painting operation. Remove all electric plates, surface hardware, etc., before painting, protect and replace when completed. Dripped or splattered paint shall be promptly removed.
 - 3. On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.
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B. Field Painting

1. All painting at the site shall be designated as Field Painting and shall be under the direct and complete control of the Engineer, and only skilled painters and specialists, where required, shall be used on the work.
2. All paint shall be at room temperature before applying, and no painting shall be done when the temperature is below sixty (60) degrees F., in dust laden air, or until all traces of moisture have completely disappeared from the surface to be painted.
3. Work areas must be properly ventilated and measures must be taken to minimize nuisance odors, as the building will be occupied by administrative staff.
4. Finish surfaces shall not show brush marks or other irregularities.
5. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection. Materials subject to weather shall be prime coated as quickly as possible. Surfaces of exposed members that will be inaccessible after erection shall be cleaned and painted before erection.
6. All materials shall be brush painted unless spray painting is specifically approved by the Engineer.
7. All surfaces to be painted as well as the atmosphere in which painting is to be done shall be kept warm and dry by heating and ventilation, if necessary, until each coat of paint has hardened. Any defective paint shall be scraped off and repainted in accordance with the Engineer's direction.
8. Before final acceptance of the work, all damaged surface of paint shall be cleaned and repainted as directed by the Owner.

3.3 ADJUSTMENT AND CLEANING

- A. At all times keep the premises free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting, remove all tools, scaffolding, surplus materials, and all rubbish from and about the buildings and leave the work area "broom clean" unless more exactly specified.
- B. Upon completion, remove all paint where it has been spilled, splashed, or spattered on all surfaces, including floors, fixtures, equipment, furniture, etc, leaving the work ready for inspection.

3.4 SCHEDULES

- A. Exterior Foundation: Shall receive one coat of masonry primer and one finish coat of masonry paint and approved by the Owner.
- B. Exterior Metal: Shall receive one coat of metal primer and one finish coat of exterior paint suitable for metal surfaces and approved by the Owner.
- C. Exterior Wood: Shall receive one coat of wood primer and one finish coat of exterior paint suitable for wood surfaces and approved by the Owner.
- D. Interior Wood and Metal: Shall receive one coat of wood or metal primer and one finish coat of interior paint suitable for wood or metal surfaces and approved by the Owner.

END OF SECTION 09 90 00

HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106
 SOLICITATION FOR QUOTES # 1866-18R Exterior Lead Abatement SS AMP001 REBID

Lead Abatement Plan Components and Quantities
 Various Sites, Hartford Housing Authority
 Hartford, CT

BUILDING ADDRESS	COMPONENTS	ESTIMATED QUANTITY	LUMP SUM PRICE	NOTES
31-33 Capen Street	Exterior Foundation	A Side 36' x 3', B Side 47' x 3', C Side 36' x 2', D Side 47' x 3'		
31-33 Capen Street	Exterior Stair Column Bases	1 Base total		
32 Sanford Street	Exterior Window Sills	A Side 20 B Side 30 C Side 3 D Side 39 each		
32 Sanford Street	Exterior Stair Columns	3 columns 30 feet high		
68-70 Pliny Street	Exterior Window Sills	A Side 8 singles, 4 doubles B Side 18 singles C Side 12 singles D Side 18 singles		
68-70 Pliny Street	Exterior Foundation	A Side 36' x 3' B side 3' 3' C Side 0 Side 3' x		
68-70 Pliny Street	Exterior Stair Stringers	80 LF		
68-70 Pliny Street	Exterior Column Bases	1 Base total		
123-125 Martin Street	Exterior Window Trim	A side 20 singles B side 15 singles 12 doubles C side 6 doubles		
123-125 Martin Street	Exterior Stair Stringer	80 SF		
123-125 Martin Street	Exterior Stair Handrails	4 Rails at 75 LF per rail		

HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106
SOLICITATION FOR QUOTES # 1866-18R Exterior Lead Abatement SS AMP001 REBID

BUILDING ADDRESS	COMPONENTS	ESTIMATED QUANTITY	LUMP SUM PRICE	NOTES
124-126 Wooster St.	Exterior Foundation	A Side 3' x 36' B side 1.5' x 80' C side + 3' x 3' C side 8' x 4' Side 77' x 1'		
124-126 Wooster St.	Exterior Stair Stringers	80 SF		
124-126 Wooster St.	Exterior Window Sills	A Side 6 doubles 2 singles B side 9 singles 15 doubles D Side 9 singles and 15 doubles		
128-134 Wooster St.	Interior Hand Rail Support Brackets	2 Stairwells (front and back) 34 small circular supports		
140-142 Wooster St.	Exterior Window Sills	A, B, C, D Side 12 singles each 48 total		
140-142 Wooster St.	Exterior Foundation	A Side 3' x 32' B Side 3' x 44' C side 3' x 32' D Side 3' x 44'		
140-142 Wooster St.	Exterior Stair Stringers	120 LF		
146-148 Wooster St.	Exterior Door Lintels	A Side 1 Door, C side 6 Doors		
146-148 Wooster St.	Exterior Foundation	A Side 3' x 32' B Side 3' x 44' C side 3' x 32' D Side 3' x 44'		
146-148 Wooster St.	Exterior Stair Stringers	120 LF		
146-148 Wooster St.	Exterior Stair Columns	4 Columns 30' high		

General Decision Number: CT180008 07/27/2018 CT8

Superseded General Decision Number: CT20170008

State: Connecticut

Construction Type: Residential

County: Hartford County in Connecticut.

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

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/16/2018
3	04/27/2018
4	07/06/2018
5	07/27/2018

ELEV0091-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.71	32.645+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0478-006 04/05/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator 2 cubic yards and over.....	\$ 37.23	23.05
Backhoe/Excavator under 2 cubic yards; Rubber Tire Backhoe/Excavator.....	\$ 36.49	23.05
Bulldozer (Rough Grade Dozer).....	\$ 35.20	23.05
Bulldozer Fine Grade.....	\$ 36.49	23.05
Combination Hoe and Loader..	\$ 35.51	23.05
Loader (3 cubic yards up to 7 cubic yards).....	\$ 35.20	23.05
Loader (7 cubic yards or over).....	\$ 37.55	23.05
Loader (under 3 cubic yards).....	\$ 34.03	23.05

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

 * ROOF0009-005 06/01/2018

	Rates	Fringes
ROOFER		
Composition.....	\$ 36.70	19.85
Slate and Tile.....	\$ 37.20	19.85

 SFCT0676-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....		
	\$ 43.92	15.84

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

 SHEE0040-003 07/01/2018

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.50	36.79

 SUCT2002-003 12/16/2008

Rates	Fringes
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CARPENTER, Including Drywall Hanging.....	\$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.22	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.25	2.70
ELECTRICIAN.....	\$ 19.99	2.00
LABORERS		
Common or General.....	\$ 13.09	1.63
Landscape.....	\$ 14.96	4.63
PAINTER: Brush and Roller, Excludes Drywall Finishing/Taping.....	\$ 15.33	1.56
PLUMBER/PIPEFITTER (Including HVAC Pipe Installation).....	\$ 16.67	2.63

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
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Agency Name: The Housing Authority of the City of Hartford	LR 2000 Agency ID No: CT 003A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: 3/7/17	Expiration Date: 12/31/2018

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Toni Lewis

Toni Lewis, Contractor Industrial Relations Specialist

HUD Labor Relations
(Name, Title, Signature)

3/7/17

Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Lead Paint Removal Laborers Hazardous material	\$13.09 \$ 3.00	\$1.63 Total \$17.72
		<input checked="" type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="text-align:center;"><u> </u> LR Staff Initial</div>

FOR HUD USE ONLY
LR2000:

Log in:

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts greater than \$2,000 but not more than \$100,000.**

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

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

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

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

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

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

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

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

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

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

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

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

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

9.Examination and Retention of Contractor's Records

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

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

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

11.Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

(c) **Payrolls and Basic Records.**

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

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

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

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

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

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

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

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

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

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

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

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

(k) Certification of Eligibility.

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

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

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

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

General Contract Conditions for Small Construction/Development Contracts

**U.S. Department of Housing and Urban
Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$3,500 but not more than \$150,000. (NOTE – PHA Updated Amounts 10-18-17 to match current federal limits)

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ 1,000,000.00 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 \$ _____ 1,000,000.00 per occurrence.

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

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

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

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

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

8. Changes

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

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

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

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

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

(c) **Payrolls and Basic Records.**

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

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

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

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

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

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

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

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

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

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

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

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

Indemnification – PHA Required Contract Term:

Contractor shall indemnify PHA against all losses arising out of any claim against PHA by a non-party to this Contract (“Claim”), except to the extent that PHA negligently or intentionally caused those losses. To assume the defense of a Claim, Contractor must notify PHA that it is doing so and shall retain independent legal counsel that is reasonably acceptable to PHA. PHA is entitled to participate in the defense of a Claim. Contractor shall pay any litigation expenses that PHA incurs in connection with defense of any Claim.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

STANDARD FORM OF CONSTRUCTION CONTRACT
FOR PROJECT NO: {CONTRACT-NUMBER}
{NAME-OF-PROJECT} AT {LOCATION}

This contract is dated {DATE}, and is between {CONTRACTOR-IN-ALL-CAPS}, a {STATE} {ENTITY-TYPE}, ("Contractor") and the HOUSING AUTHORITY OF THE CITY OF HARTFORD, a public body corporate and politic organized and existing pursuant to Conn. Gen. Stat. §8-40, et seq. ("PHA").

The parties agree as follows:

1. CONTRACT DOCUMENTS. In addition to the HUD Form HUD-5370, *General Conditions for Construction Contracts* ("HUD-5370"), and the documents listed in the HUD-5370, the following documents constitute part of this contract:

1. *PHA's Special Conditions of the Contract for Construction*
2. *PHA's Invitation for Bids* for this project ("IFB")
3. *Contractor's Bid Response* for this project

2. STATEMENT OF WORK. Contractor shall perform all Work necessary to complete the Project specified in the Specifications.

The Project's Specifications are titled "{TITLE-OF-SPECIFICATIONS}" and are dated {DATE-OF-SPECIFICATION}.

PHA designates as the Architect: {A/E-FIRM} {A/E-FIRM-ADDRESS}.

3. DATES OF COMMENCEMENT AND COMPLETION. Contractor shall commence work at the date and time stated in PHA's Notice to Proceed, in accordance with HUD-5370, Section 5(b), *Preconstruction Conference and Notice to Proceed*.

Contractor shall complete all work required under this contract within {DAYS} (XXX) calendar days of the commencement date, in accordance with HUD-5370, Section 25, *Contract Period*.

4. CONTRACT PRICE. PHA shall pay Contractor the sum of {PRICE} dollars (\$ XXX,XXX.XX), in accordance with HUD-5370, Section 27, *Payments*.

5. LIQUIDATED DAMAGES. Liquidated damages are {DAMAGES} dollars (\$ X,XXX.XX) for each day of delay, in accordance with HUD-5370, Section 33, *Liquidated Damages*.

6. INSURANCE LIMITS. The IFB specifies the insurance limits required by HUD-5370, Section 36, *Insurance*.

7. LABOR STANDARDS. Contractor shall comply with the provisions of HUD-5370, Section 47, *Labor Standards-Non-routine Maintenance*, as if that section is checked.

8. AUTHORITY. The person signing this contract is authorized by the Contractor to enter into this contract on behalf of the Contractor.

The parties are signing this contract as of the date stated in the introductory clause.

{CONTRACTOR}

By _____
{Name}
{Title}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

By _____
{Name}
{Title}